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**DOC # 20090007261**

Easements Page 1 of 5  
Russell Shirts Washington County Recorder  
03/02/2009 11:55:02 AM Fee \$ 19.00  
By DIXIE ESCALANTE RURAL ELECTRIC ASSOC



WHEN RECORDED, MAIL TO:

ROB ROBINSON  
ELIM VALLEY PLANNING & DEVELOPMENT, LLC  
230 NORTH 1680 EAST SUITE F  
ST. GEORGE, UT 84790

**NON- EXCLUSIVE UTILITY EASEMENT  
(Standard Utility Easement)**

That in consideration of the sum of One and no/100ths Dollars (\$1.00) and other and good and valuable consideration, the receipt of which is hereby acknowledged, Mellon Valley II, LLC, ("Grantor") does hereby quit claim to Ash Creek Special Service District (hereinafter referred to collectively as "Guarantee") non- exclusive utility easement to install, improve, operate, repair and maintain sewer utilities (hereinafter referred to as the "Utility Improvements") on and under the surface of Grantor's real property located in Washington County, State of Utah, more particularly described as follows:

See Exhibit "G" & Exhibit "I", attached hereto and incorporated herein by reference (the legal description being referred to collectively herein as "Easement Property").

The forgoing grant of easement is subject to the following conditions and reservations:

Grantee shall install the Utility Improvements on the Easement Property and any replacements or repairs thereto in a workmanlike manner. Upon completion of initial installation or replacements or repairs of the Utility Improvements, Grantee shall restore any other of Grantee's property affected, to the condition of the Easement Property (or other property) immediately preceding such installation, replacement or repair. After installation of Utility Improvements on the Easement Property, Grantee shall maintain the Utility Improvements in good condition. Grantee shall not use the Easement Property in any manner that will unreasonably interfere with, or disrupt the use of, Grantor's real property located on and the vicinity of the Easement Property.

The easement rights conveyed herein shall continue until the termination of the use of the Easement Property by Grantee as contemplated herein or as otherwise agreed to in writing between the Grantee and Grantor, or upon Grantee's discontinuance of use and if Grantee no longer has any reasonable future need thereof. Upon such termination of the Easement, or any portion thereof, Grantee shall abandon or appropriately convey its interest in the Easement granted herein to Grantor or its successor.

Grantor reserves and retains the right to use of the Easement Property for purposes it deems necessary in its sole discretion, including further improvements to the Easement Property, excepting Grantor shall not cause permanent buildings installed upon the Easement Property, unless approved by Grantee, which shall be reasonably granted. Grantor reserves and retains the right to grant other easements or rights of way upon, over or under the Easement Property for utility or other purposes at its sole discretion. Grantor reserves the right and may relocate (or cause to be relocated) and/or further improve by pavement, landscaping, trails, or otherwise the Easement granted hereunder if, in the case of relocation, such relocation is not materially detrimental to Grantee's use of the Utility Improvements on the Property. Upon relocation, Grantee shall abandon or appropriately convey its interest in the Easement granted herein to the Grantor or its successor and Grantor will grant to Grantee a replacement easement reasonably equivalent (i.e. replacement easement may be further from public roadway, with different dimensions, etc.) to the Easement granted herein and under the same general conditions as stated in the Easement.


Grantee shall hold Grantor harmless from and against all liability, loss or costs, including reasonable attorney's fees, incurred, and arising out of Grantee's acts on, use of, or installation of the Utility Improvements on the Easement Property.

Each right and obligation in this Easement shall constitute a covenant running with the land and shall inure to and be binding upon Grantor and Grantee and to their successors and assigns.

The grant of the Easement to Grantee is limited in use for the benefit solely of the Grantee as stated herein and cannot be used by, or transferred for the benefit of, any other party.

WITNESS the hand of said Grantor, this 26<sup>th</sup> day of February 2009.

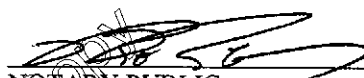
MELLON VALLEY II, LLC  
a Utah Limited Liability Company,

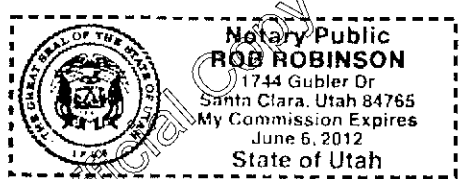
By   
ROLAND N. WALKER, Manager

STATE OF UTAH

COUNTY OF WASHINGTON

On the 26<sup>th</sup> day of February 2009, personally appeared before me ROLAND N. WALKER whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Mellon Valley II, LLC, and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity for its stated purpose.

  
NOTARY PUBLIC  
Address: 1744 GUBLER DR.  
My Commission Expires: 6/6/2012



EASEMENT 'G'  
30 FOOT PUBLIC UTILITY EASEMENT

A 30 foot wide public utility easement from Elim Valley to Ash Creek SSD for the purpose of serving the proposed Ash Creek SSD office building, being described as:

Beginning at the southwest corner of the southeast quarter of the northeast quarter of Section 11, Township 42 South, Range 14 West, Salt Lake Base & Meridian, said point being South 89°45'34" West 1,327.43 feet along the center section line from the East Quarter Corner of said Section 11, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence North 00°03'28" West 30.00 feet along the 1/16th line;  
thence North 89°45'34" East 64.01 feet to the westerly line of Sand Hollow Road;  
thence southerly 31.03 feet along an arc of a 1,847.00 foot radius curve to the left (center bears South 75°00'10" East long chord bears South 14°30'58" West 31.03 feet with a central angle of 00°57'45") along said Sand Hollow Road to the center section line;  
thence South 89°45'34" West 56.20 feet along said center section line to the Point of Beginning.

Containing 1,802 square feet or 0.041 acres.

This easement affects the Elim Valley Property  
Tax ID #H-4-2-12-1102

EASEMENT  
30 FOOT PUBLIC UTILITIES EASEMENT

A 30 foot wide public utility easement from Elim Valley to Ash Creek SSD for the purpose of serving the proposed Ash Creek SSD office building, being described as:

Beginning at a point being South 89°45'34" West 1327.43 feet along the Center Section Line and North 00°03'28" West 205.00 feet from the Quarter Corner common to Sections 11 and 12, Township 42 South, Range 14 West, Salt Lake Base and Meridian and running;

thence North 00°03'28" West 30.00 feet along the property line;  
thence East 132.10 feet to a point on the Westerly line of Sand Hollow Road;  
thence Southerly, along said West line 32.18 feet along an arc of a 1,847.00 foot radius curve to the left, center bears South 68°18'28" East, with a central angle of 00°59'53";  
thence West 120.44 feet to the Point of Beginning.

Containing 3,787 sf. or 0.087 acres

This easement affects the Elim Valley Property  
Tax ID #H-4-2-12-1102

