

RIGHT-OF-WAY AGREEMENT

D&D CONCRETE & SODERBY LTD.

GRANTORS

OF COUNTY OF MORGAN, STATE OF UTAH, HEREBY GRANT AND CONVEY
TO:

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

GRANTEE

A RIGHT OF WAY, TRAVERSING ACROSS A PARCEL OF LAND SITUATED IN
THE SOUTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST
QUARTER OF SECTION 25, TOWNSHIP NORTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, STATE OF UTAH;

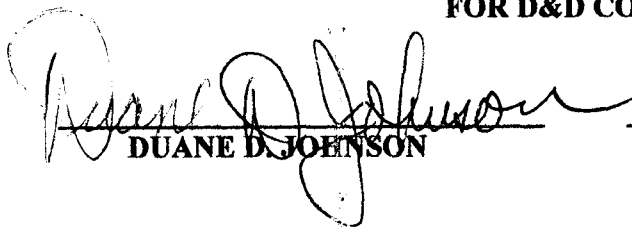
SAID RIGHT OF WAY IS TEN (10) FEET IN WIDTH, BEING FIVE (5) FEET ON
EITHER SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED ON THE
ATTACHED EXHIBIT "A" AND EXHIBIT "B" AND IS GRANTED FOR THE
CONSTRUCTION, MAINTENANCE AND REPAIR OF SANITARY SEWER
FACILITIES. THIS RIGHT OF WAY IS GRANTED WITH CONDITIONS
DESCRIBED ON THE ATTACHED EXHIBIT "C".

5/21/2015 THIS IS BEING RE-RECORDED FOR ENTRY NUMBER 113435
TO CLARIFY EAST WEST EASEMENT DESCRIPTION. SEE EXHIBIT "A"

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS

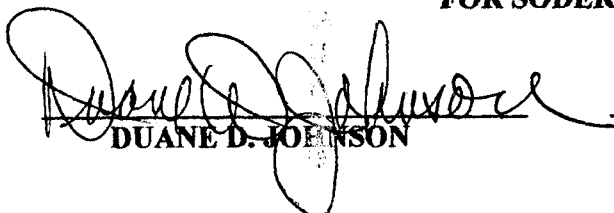
23 DAY OF August, 2008

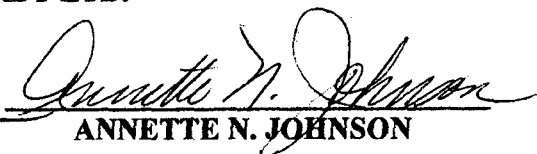
FOR D&D CONCRETE


DUANE D. JOHNSON


ANNETTE N. JOHNSON

FOR SODERBY LTD.


DUANE D. JOHNSON


ANNETTE N. JOHNSON

Ent 134979 Bk 319 Pg 1267
Date: 21-MAY-2015 1:57:01PM
Fee: None
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MOUNTAIN GREEN SEWER IMPROVEMENT
DISTRICT

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH)
)
COUNTY OF MORGAN)

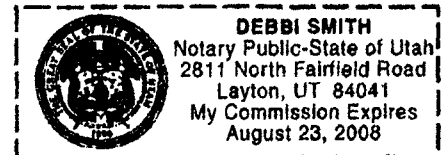
ON THIS 23 DAY OF August, 2008, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR
SAID STATE AND COUNTY, **DUANE D. JOHNSON**, AND AFTER BEING DULY
SWORN ACKNOWLEDGED THAT HE IS THE **PRESIDENT OF D&D
CONCRETE, INC.**, A UTAH CORPORATION, THAT HE SIGNED THE RIGHT -
OF-WAY AGREEMENT FREELY AND VOLUNTARILY AND IN BEHALF OF
SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

Debbi Smith NOTARY PUBLIC

MY COMMISSION EXPIRES August 23, 2008.

ACKNOWLEDGEMENT

STATE OF UTAH)
)
COUNTY OF MORGAN)



ON THIS 23 DAY OF August, 2008, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR
SAID STATE AND COUNTY, **DUANE D. JOHNSON AND ANNETTE N.
JOHNSON**, THE SIGNERS OF THE ABOVE RIGHT-OF-WAY AGREEMENT,
WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND
VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

Debbi Smith NOTARY PUBLIC

RESIDING IN Davis COUNTY, UTAH

MY COMMISSION EXPIRES August 23rd 2008.

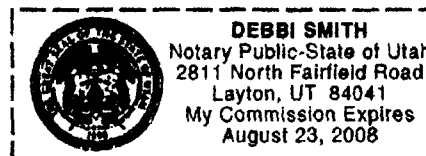


EXHIBIT "A"
RIGHT-OF-WAY DESCRIPTION
MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
(East-West Easement)

A RIGHT OF WAY, 10 FEET IN WIDTH, BEING 5 FEET ON EITHER SIDE OF A CENTERLINE TRAVERSING ACROSS THE SOUTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, FROM WHICH THE NORTHEAST CORNER OF SECTION 26 BEARS SOUTH 89°35'59" EAST 5293.09 FEET;

THENCE SOUTH 00°00'00" EAST 3167.86 FEET;
THENCE NORTH 90°00'00" EAST 2257.01 FEET TO A POINT ON THE WEST LINE OF LAND PARCEL, 03-005-045-03, D&D CONCRETE, INC., THE POINT OF BEGINNING;

THENCE SOUTH 87°51'28" EAST 319.75 FEET, ACROSS LAND PARCEL 03-005-045-03, D&D CONCRETE, BEING 10 FEET SOUTH AND PARALLEL TO ROCKY MOUNTAIN POWER TRANSMISSION FACILITIES;

THENCE SOUTH 87°51'28" EAST 1110.15 FEET ACROSS LAND PARCEL 03-005-051-01, D&D CONCRETE, BEING 10 FEET SOUTH AND PARALLEL TO ROCKY MOUNTAIN POWER TRANSMISSION FACILITIES;

THENCE SOUTH 87°51'28" EAST 867.37 FEET ACROSS LAND PARCEL 03-005-48, SODERBY LTD., BEING 10 FEET SOUTH AND PARALLEL TO ROCKY MOUNTAIN POWER TRANSMISSION FACILITIES;

THENCE SOUTH 86°25'31" EAST 380.00 FEET ACROSS LAND PARCEL 03-005-48, SODERBY LTD., BEING 10 FEET SOUTH OF AND ADJACENT TO ROCKY MOUNTAIN POWER FACILITIES ("H" FIXTURE);

THENCE SOUTH 87°51'28" EAST 344.80 FEET ACROSS LAND PARCEL 03-005-48, SODERBY LTD., BEING 10 FEET SOUTH OF AND PARALLEL TO ROCKY MOUNTAIN POWER FACILITIES (SOUTH POLE OF "H" STRUCTURE);

THE ABOVE DESCRIBED RIGHT OF WAY IS 3022.07 FEET IN LENGTH AND CONTAINS 0.694 ACRES. THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 26, CALLED SOUTH 89°35'59" EAST.

Grantor Initials

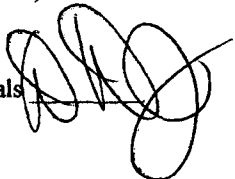


EXHIBIT "B"
RIGHT-OF-WAY DESCRIPTION
MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
(North-South Easement)

A RIGHT OF WAY, 10 FEET IN WIDTH, BEING 5 FEET ON EITHER SIDE OF A CENTERLINE TRAVERSING ACROSS THE NORTHEAST QUARTER OF SECTION 25, AND THE EAST HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, AN ALUMINUM PIPE AND STONES;

THENCE SOUTH $00^{\circ} 17' 10''$ EAST 1860.53 FEET TO THE SOUTHERLY LINE OF OLD HIGHWAY ROAD;

THENCE NORTH $85^{\circ} 10' 41''$ EAST 8.36 FEET TO THE NORTHEAST CORNER, REBAR AND CAP, OF THE FIRST NATIONAL BANK OF MORGAN'S PARCEL OF LAND;

THENCE NORTH $84^{\circ} 50' 53''$ EAST 25.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ} 05' 57''$ WEST 206.58 FEET;

THENCE SOUTH $05^{\circ} 02' 21''$ WEST 57.18 FEET;

THENCE SOUTH $00^{\circ} 00' 28''$ WEST 355.50 FEET;

THENCE SOUTH $79^{\circ} 20' 57''$ WEST 388.59 FEET;

THENCE SOUTH $00^{\circ} 00' 28''$ WEST 691.41 FEET, WHERE SURVEY ENDS.

THIS RIGHT-OF-WAY IS 1699 FEET IN LENGTH AND COVERS 0.39 ACRES.

THIS RIGHT-OF-WAY COVERS THE EASTERLY AND/OR SOUTHERLY 10 FEET OF A BOUNDARY FOR A 30-FOOT RIGHT-OF-WAY PREPARED BY STANTEC CONSULTING, INC. FOR "D&D CONCRETE" AND "SODERBY."

THE PURPOSE OF THIS RIGHT-OF-WAY IS FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF A SANITARY SEWER MAIN LINE.

Grantor Initials



EXHIBIT "C"
RIGHT-OF-WAY CONDITIONS
MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

1. **EXCLUSIVE EASEMENT.** This easement is granted only for the installation, maintenance and repair of the sanitary sewer interceptor piping and manholes. Any other proposed use must be approved in writing from the grantors or their assigns.
2. **ASSURED SEWER SERVICE.** This easement is granted with the understanding that the Grantee will allocate sanitary sewer wastewater treatment capacity (ERUs) for a given phase of development in the Grantor properties identified in Exhibits 'A' and 'B' within a reasonable time (maximum of one year) from the date on which County Concept Approval is obtained for that particular phase.
3. **INSTALLATION COST.** This easement is granted with the understanding that the cost of this interceptor installation will be reimbursed over time to the developers who provide advance funding for the installation. Grantor or assigns shall not be responsible for any interceptor costs greater than the installation cost of an eight-inch sewer line and a proportional share of manhole costs within the easement and shall pay for the eight-inch line as each phase is developed, without interest.
4. **TEMPORARY ACCESS.** Grantor agrees to allow the construction contractor, for the duration of construction, access from the nearest public roadway to the easement, provided that travel across Grantor's property shall not adversely affect Grantor's property and farming operations. Contractor may use a minimum amount of property contiguous to the easement for temporary storage of equipment, materials and excavated soil or granular fill needed to accomplish the work.
5. **MANHOLE LOCATIONS.** Grantee agrees to allow Grantor to site manhole locations and connecting stubs throughout the easement and Grantor agrees to site manholes in locations that will eventually be paved, as much as is practicable.
6. **INSTALLATION SCHEDULE.** The installation contractor shall schedule installation of the pipeline with Grantor such that there will be minimal negative impact on Grantor's farming operations.
7. **TOPSOIL SEGREGATION AND DEBRIS REMOVAL.** During any construction, maintenance or repair activity within the easement, the topsoil shall be segregated from the subsoil. Upon completion of the construction, maintenance or repair activity, and after debris and rocks greater than one-inch diameter are raked from the area, the topsoil shall be replaced in its original or better condition.

Grantor Initials



Grantee Initials



8. **TEMPORARY FENCING.** Grantee shall ensure that the Contractor installs and maintains temporary fencing and gating at the easement access points where existing fencing is disturbed, such that livestock cannot escape.
9. **GROUND RESTORATION.** Upon completion of construction within the sewer easement, the Grantee shall be responsible to backfill any trench and grade out the easement areas and return the area to a condition equal or better than the condition existing prior to construction, subject to the provisions of item 7. Grantee shall be responsible for a one-year period after completion of the pipeline to fill in any settlement and to restore the trench area to a grade consistent with the existing surroundings.
10. **MAINTENANCE ACCESS.** Grantor agrees to permit the Grantee to construct maintenance access to all off-road sanitary sewer manholes in the easement. The access may be via a joint-use roadway or walking path that is constructed of compacted roadbase not more than twelve (12) feet wide and not more than twelve (12) inches above the ground immediately adjacent to the road and sufficient to support a heavy (15-ton) maintenance vehicle. Grantee shall provide the compacted roadbase surface and it is expected that the developer(s) will provide an asphalt surface.
11. **NO PERMANENT STRUCTURE.** Grantor agrees not to place any permanent structure on the easements described in Exhibit 'A' and Exhibit 'B' and agrees that Grantee shall be allowed to keep the easement clear of any trees and scrubs.
12. **WILL-SERVE LETTERS.** Grantee agrees to immediately provide Will-Serve Letters for a total of 110 ERUs of treatment capacity to Grantor and Assigns as a condition for granting this easement. The Will-Serve Letters shall be good for one year after the District completes installation of the new pump station and the sewer line segment that will connect to a manhole sited east of Dry Creek, and the new installation is ready to accept sewage.
13. **FIRST SEGMENT INSTALLATION.** Grantee agrees to immediately commence design and implementation procedures needed to construct a new headworks and the first segment of piping crossing Dry-Creek and terminating at a manhole about 40 feet east of creek centerline. This work shall be expedited in order to cross Dry-Creek no later than December 31, 2008.

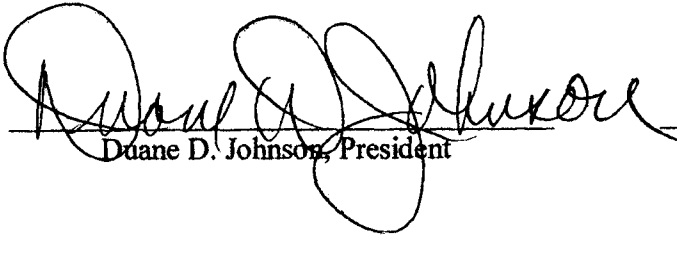
Grantor Initials



Grantee Initials

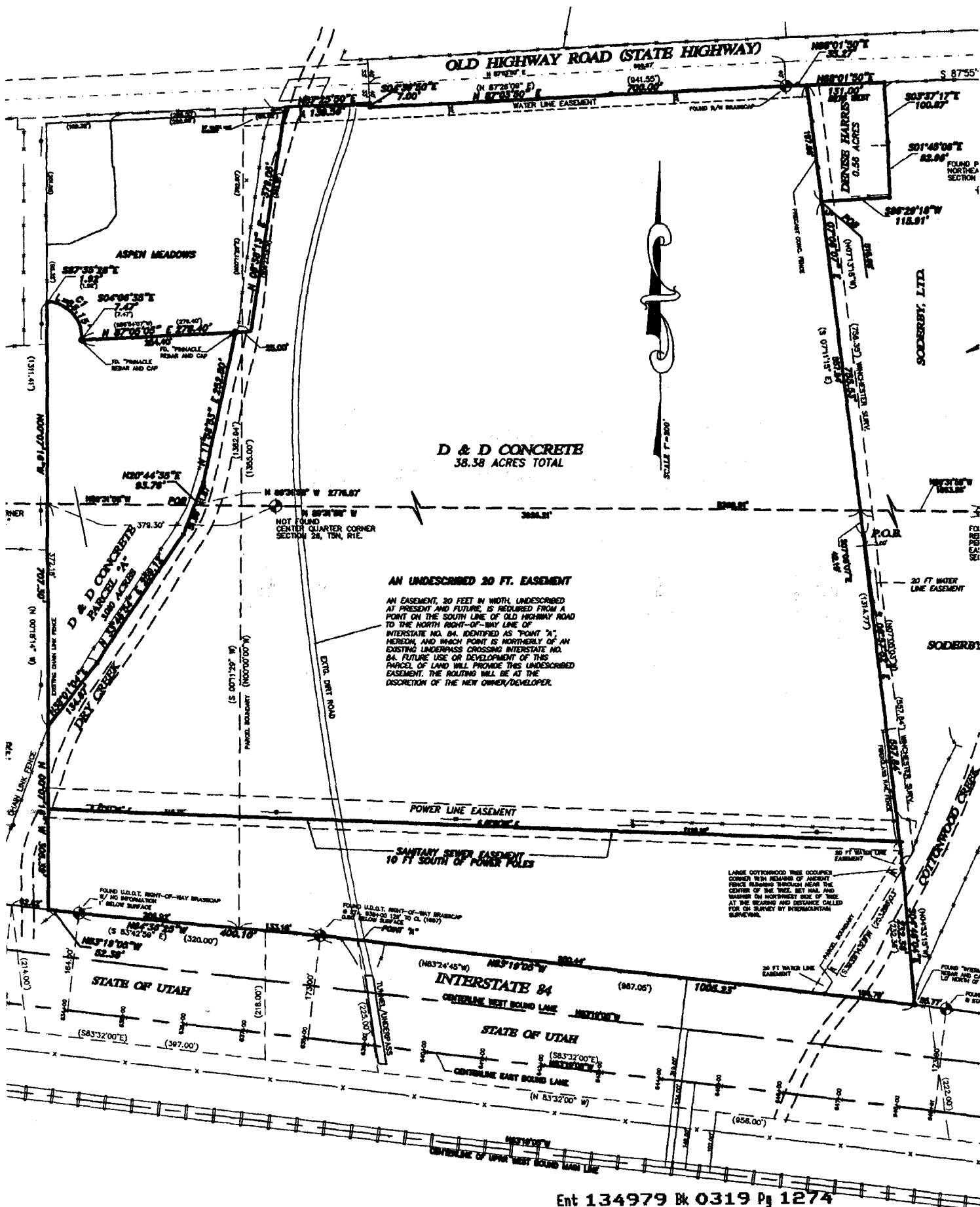


FOR GRANTOR, D&D CONCRETE / SODERBY

 Aug 25 - 08
Duane D. Johnson, President Date

FOR GRANTEE, MOUNTAIN GREEN SID

 8-15-08
J. Blair Larsen, Board Chair Date



OLD HIGHWAY ROAD (STATE HIGHWAY)

D & D CONCRETE
38.38 ACRES TOTAL

AN UNDESCRIBED 20 FT. EASEMENT
AN EASEMENT, 20 FEET IN WIDTH, UNDESCRIBED AT PRESENT AND FUTURE, IS REQUIRED FROM A POINT ON THE SOUTH LINE OF OLD HIGHWAY ROAD TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE NO. 84, IDENTIFIED AS "POINT A", HEREON, AND WHICH POINT IS NORTHERLY OF AN EXISTING UNDERPASS CROSSING INTERSTATE NO. 84. FUTURE USE OR DEVELOPMENT OF THIS PARCEL OF LAND WILL PROVIDE THIS UNDESCRIBED EASEMENT; THE ROUTING WILL BE AT THE DISCRETION OF THE NEW OWNER/DEVELOPER.

POWER LINE EASEMENT

SANITARY SEWER EASEMENT
10 FT SOUTH OF POWER POLES

INTERSTATE 84
CENTERLINE WEST BOUND LANE

STATE OF UTAH
CENTERLINE EAST BOUND LANE

EXHIBIT "A"

