

## 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*  
DUANE D. JOHNSON ANNETTE N. JOHNSON

**FOR SODERBY LTD.**

*DUANE D. JOHNSON* *ANNETTE N. JOHNSON*  
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

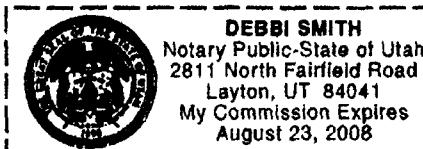
RESIDING IN Davis

COUNTY, UTAH

MY COMMISSION EXPIRES August 23rd 2008.



DEBBI SMITH  
Notary Public-State of Utah  
2811 North Fairfield Road  
Layton, UT 84041  
My Commission Expires  
August 23, 2008



DEBBI SMITH  
Notary Public-State of Utah  
2811 North Fairfield Road  
Layton, UT 84041  
My Commission Expires  
August 23, 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  $89^{\circ}35'59''$  EAST 5293.09 FEET;

THENCE SOUTH  $00^{\circ}00'00''$  EAST 3167.86 FEET;  
THENCE NORTH  $90^{\circ}00'00''$  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  $87^{\circ}51'28''$  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  $87^{\circ}51'28''$  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  $87^{\circ}51'28''$  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  $86^{\circ}25'31''$  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  $87^{\circ}51'28''$  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  $89^{\circ}35'59''$  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;

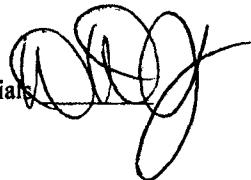
THENCE SOUTH  $00^{\circ} 00' 28''$  WEST 691.41 FEET, WHERE SURVEY ENDS.

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.

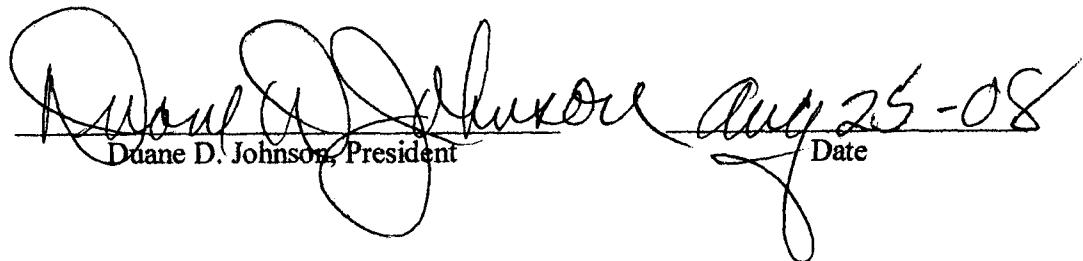
Grantor Initials



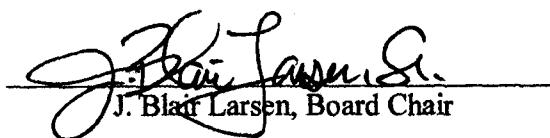
Grantee Initials



**FOR GRANTOR, D&D CONCRETE / SODERBY**

  
\_\_\_\_\_  
Duane D. Johnson, President      Date

**FOR GRANTEE, MOUNTAIN GREEN SID**

  
\_\_\_\_\_  
J. Blair Larsen, Board Chair      Date

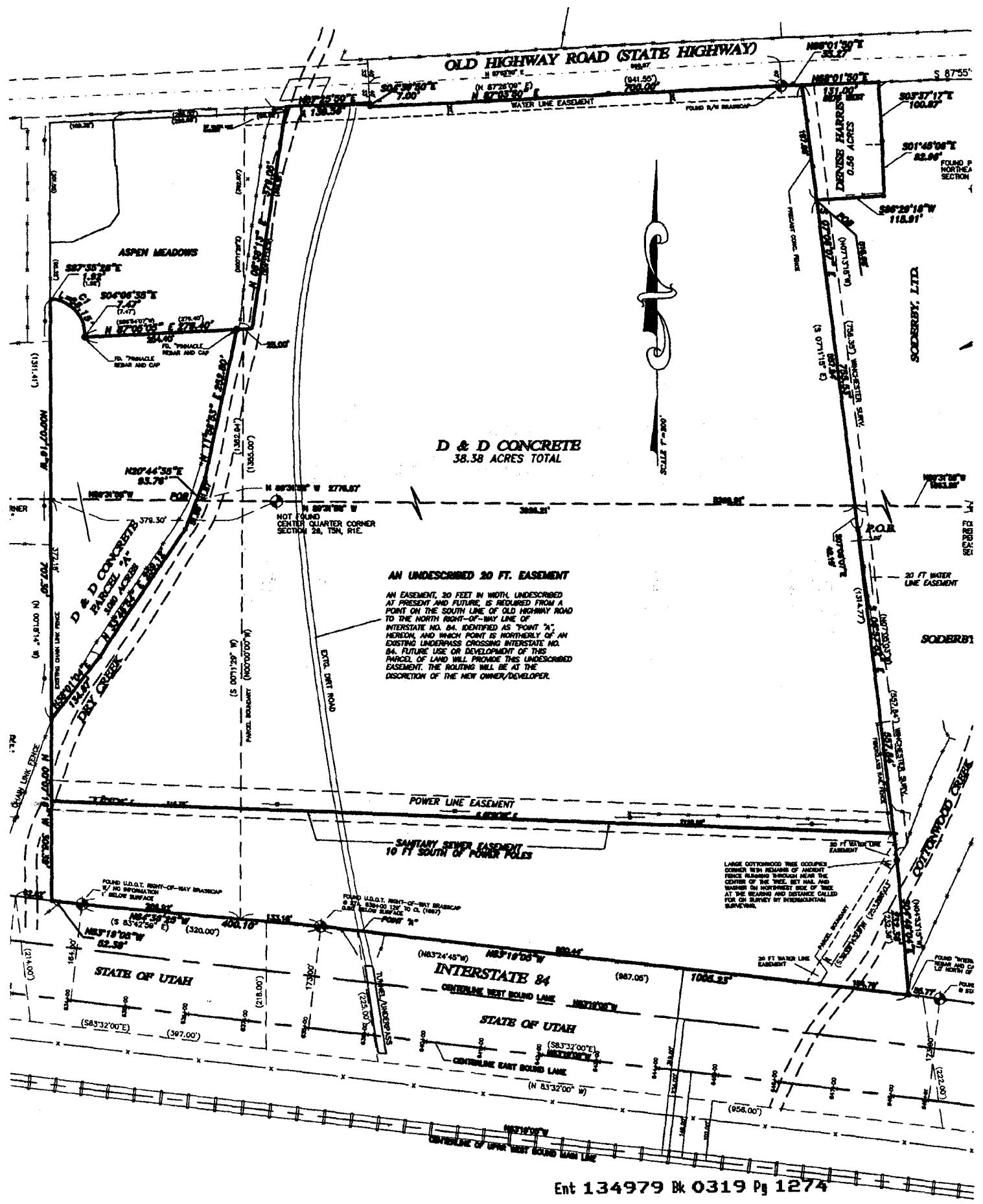




EXHIBIT "A"

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT  
SEWER EASEMENT

MOONMOUNTAIN  
SEWER EASEMENT

**MOUNTAIN ENGINEERING** EST. 1971  
OLD HOMESTEAD, MONTANA, U.S.A.  
PHONE 406-587-2200

INDUSTRIAL AND COMMERCIAL SUPPLY  
CH-2000 WATER TREATMENT SYSTEMS  
APPLICATION MANUAL

Ent. 114979 BK 0319 Pg 1276

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301/100

receiving for his conduct of said home stores, including  
those belonging to the said Grinnell, his and saying further,  
that a habitation for lame and helpless, & of the like kind,  
and the said Grinnell did fully, willingly and of his own accord,  
and of his own free-will, make, of this instrument, his will, and  
to send, forward, to the said Grinnell, his and saying further,  
and had, for the purpose, to sell and convey his name and that of  
will Grinnell and Grinnell the title to said premises, and  
to said Grinnell, his and saying further, I, George  
Gifford, however, all types and accustomed laws upon  
said premises since July 8, 1855, and except, giving to my  
kinsman a-uncle, George Grinnell, or his executors, here on  
a number of said John G. Grinnell, or his executors, here on  
any or any of them. And, Whereas, said George  
Pacific Railroad Company, did, on the ~~privileged day~~ of  
April 1, 1854, execute and deliver to Grinnell G. H. his son,  
of the City of New-York, and John Duff, of the City of Boston,  
a certain Mortgage Deed of that date, wherein said Company  
conveyed to the said Grinnell G. H. his son, and John Duff,  
of the City of Boston, for the sum and purpose herein mentioned, and  
any other the sum herein before described: And, Whereas,  
the said Grinnell G. H. his son, died on the ~~privileged day~~  
of June, 1855, by a paper instrument, of writing, to that effect,  
proposing the place as trustee under said Mortgage deed, and

programmed was on the 17th, arranged  
opted by the Union Pacific Railroad Company, to be known  
as Directors, as a meeting thereof held on that day in the City  
of Boston and State of Massachusetts: And Whereas  
on the fifteenth day of October A.D. 1878, President of Amos  
Gordon in the State of Massachusetts was duly named  
and elected by the remaining Directors John Duff as success-  
or to Amos Gordon who had commenced work on the  
17th day of the same month, and was approved by the Board of Directors of the Union Pacific Railroad Company: And Whereas by such