

Recording requested by and
when recorded return to:

E 162601 B 0677 P 0080
Date 27-APR-2001 1:32pm
Fee: 47.00
CALLEEN B. PESHELL, Recorder
Filed By LMO
For BUTCH JOHNSON REALTY LC
TOOELE COUNTY CORPORATION

City of Tooele
Attn: Roger E. Baker, Esq.
Tooele City Attorney
90 North Main
Tooele, UT 84074-2191

SANITARY SEWER EASEMENT

B. THOMAS NIXON and TIM H. HOLSTROM, as tenants in common (“**Nixon Property**”), WAYNE R. SHIELDS FAMILY LTD. L.C., a Utah limited liability company (“**Shields Property**”), EAGLE LANDING, L.C., a Utah limited liability company (“**Eagle Landing Property**”), WINTERGREEN GROUP, L.C., a Utah limited liability company (“**Wintergreen Property**”), TOM NIXON and ROBERT MENDENHALL and PAUL MENDENHALL, and RICHARD MENDENHALL, as tenants in common (“**Mendenhall Property**”), and TOOELE HOSPITAL CORPORATION, a Utah corporation (“**Hospital Property**”) (collectively, the “**Grantor**”), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt is hereby acknowledged, hereby quit claim to the City of Tooele (“**Grantee**”), whose address is 90 North Main, Tooele, Utah 84074-2191, the following interests in certain real property located in Tooele County, State of Utah, to wit:

(i) a perpetual non-exclusive easement over, under, on, through and across a portion of each Grantor's real property lying with the real property described in Exhibit "A," attached hereto and incorporated herein (“**Easement Area**”), to plan, install, and construct an underground sewer line (the “**Sewer Line**”), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same; and

(ii) a non-exclusive temporary construction easement over, on, and across a portion of each Grantor's real property lying with the real property described in Exhibit “B,” attached hereto and incorporated herein (“**Temporary Easement Area**”), during the period of installation and construction of the Sewer Line. The temporary construction easement granted herein shall automatically terminate upon the completion of the initial installation and construction of the Sewer Line in the Easement Area.

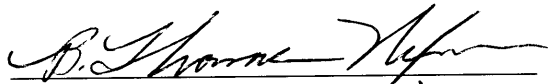
TO HAVE AND TO HOLD the same unto the said Grantee so long as the Sewer Line shall be maintained and operated on the Easement Area.

Grantee's right to use the Easement Area and the Temporary Easement Area shall be subject to the following, which upon use of the Easement Area or the Temporary Easement Area by Grantee shall be deemed agreed and acknowledged to by Grantee: Grantee shall enter upon Grantor's property, the Easement Area and the Temporary Easement Area at its sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of Grantor's property, the Easement Area, and the Temporary Easement Area. Grantee shall maintain and repair the Sewer Line in a good state of repair. Grantee, or its successors or assigns, as the case may be, shall repair any portion of the Easement Area, the Temporary Easement Area and the adjacent property of Grantor that may be damaged in the prosecution of any work by Grantee, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface of such property to the same or substantially the same condition that it was in prior to such work by Grantee.

Grantor retains the right to use the Easement Area and the Temporary Easement Area for any purpose not inconsistent with the purpose for which this Sanitary Sewer Easement is granted to Grantee; provided that Grantor covenants not to place or construct any permanent buildings on the Easement Area.

IN TESTIMONY WHEREOF, witnesses signature of Grantor this 23rd day of January, 2001.

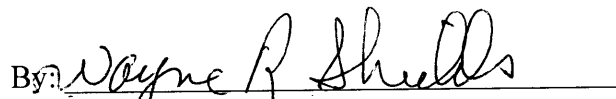
• **“Nixon Property”**


B. THOMAS NIXON


TIM H. HOLSTROM


“Shields Property”

WAYNE R. SHIELDS FAMILY LTD. L.C.,
a Utah limited liability company

By: 
Name (Print) WAYNE R. SHIELDS
Its: Member / Manager

“Eagle Landing Property”


EAGLE LANDING, L.C.,
a Utah limited liability company

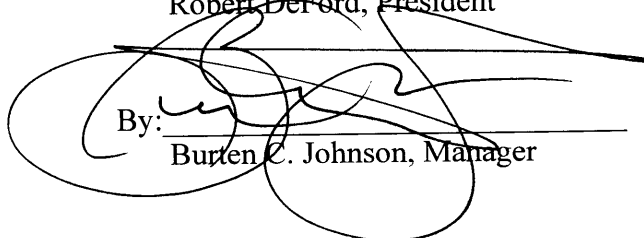
By: 
Name (Print) DAVID C. CLARK
Its: Member / Manager

“Wintergreen Property”

WINTERGREEN GROUP, L.C.,
a Utah limited liability company

DeFord Limited, a Virginia Corporation, a Manager

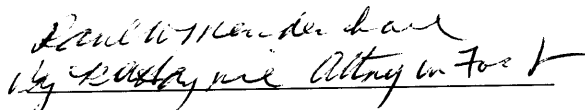
By: 
Robert DeFord, President

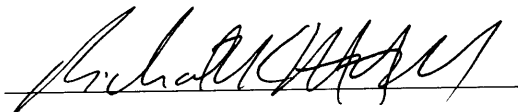
By: 
Burten C. Johnson, Manager

“Mendenhall Property”


TOM NIXON



ROBERT MENDENHALL


PAUL MENDENHALL , by
Richard A. Haynie, Attorney-in-fact


RICHARD MENDENHALL

“Hospital Property”

TOOELE HOSPITAL CORPORATION,
a Utah corporation

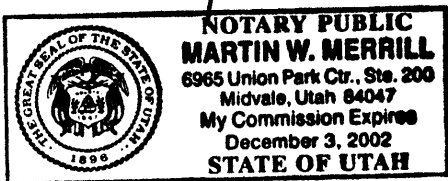
By: 

Name (Print) **RACHEL A. SEIFERT**
VICE PRESIDENT AND GENERAL COUNSEL

Its: Authorized Agent

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 14th day of February, 2001 by B. Thomas Nixon.



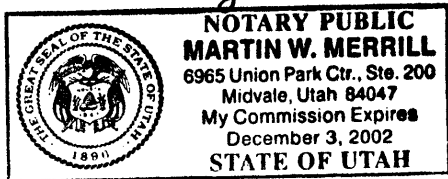
[Signature]
NOTARY PUBLIC

My Commission Expires:

12/3/2002

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 13th day of February, 2001 by Tim H. Holmstrom.



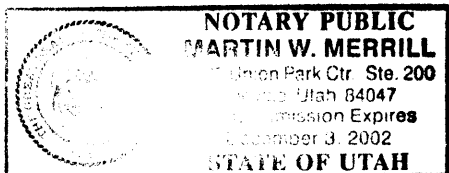
[Signature]
NOTARY PUBLIC

My Commission Expires:

12/3/2002

STATE OF UTAH)
 : SS
COUNTY OF ~~Salt Lake~~)
 Salt Lake

The foregoing Sanitary Sewer Easement was acknowledged before me this 20th day of February, 2001 by WAYNE R. SHIELDS, a Manager of Wayne R. Shields Family Ltd. L.C., a Utah limited liability company, who acknowledged to me that he signed on behalf of said limited liability company.

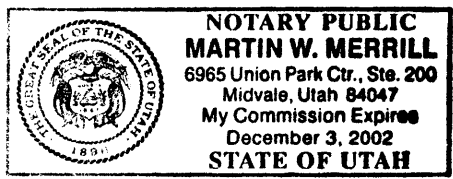


[Signature]
NOTARY PUBLIC

My Commission Expires:
12/3/2002

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 12th day of February, 2001 by DAVID C. CLARK, a Manager of Eagle Landing, L.C., a Utah limited liability company, who acknowledged to me that he signed on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC

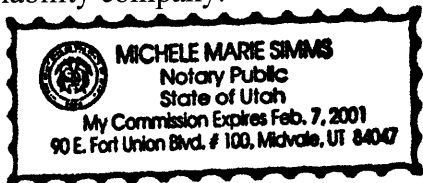
My Commission Expires:
12/3/2002

STATE OF UTAH)

): ss

COUNTY OF SALT LAKE)

The foregoing Sanitary Sewer Easement was acknowledged before me this 23rd day of January, 2001 by Burten C. Johnson, a Manager of Wintergreen Group, LC, a Utah limited liability company, who acknowledged to me that he signed on behalf of said limited liability company.



Michele Marie Simms
NOTARY PUBLIC

My Commission Expires:

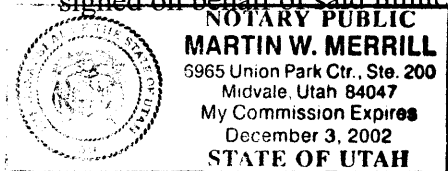
2/7/01

STATE OF UTAH)

): ss.

COUNTY OF ~~Utah~~ Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 23rd day of January, 2001 by Robert DeFord, the President of DeFord Limited which is a Manager of Wintergreen Group, LC, a Utah limited liability company, who acknowledged to me that he signed on behalf of said limited liability company.



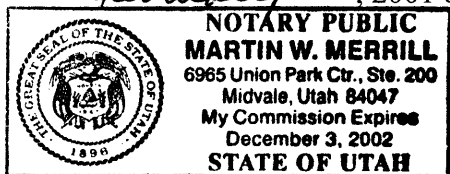
Robert DeFord
NOTARY PUBLIC

My Commission Expires:

12/3/2002

STATE OF UTAH)
) : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 7th day of February, 2001 by Tom Nixon.



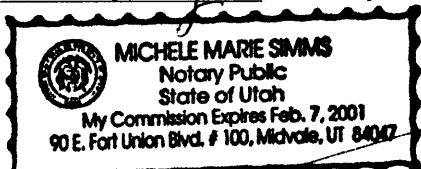
[Signature]
NOTARY PUBLIC

My Commission Expires:

12/3/2002

STATE OF UTAH)
) : SS
COUNTY OF Salt Lake)

~~The foregoing Sanitary Sewer Easement was acknowledged before me this 23rd day of January, 2001 by Robert Mendenhall.~~



~~[Signature]
NOTARY PUBLIC~~

~~My Commission Expires:~~

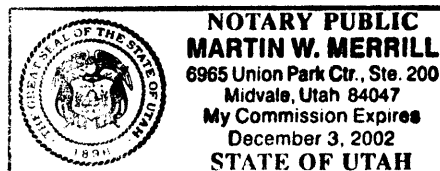
~~2/7/01~~

The foregoing Sanitary Sewer Easement was acknowledge before me this 23rd day of February, 2001 by Robert Mendenhall.

[Signature]
Notary Public

My Commission Expires:

12/3/2002



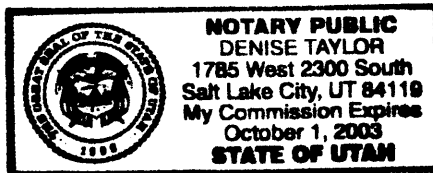
STATE OF UTAH)
) : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 9th day of February, 2001 by Paul Mendenhall, by Richard A. Haynie, his Attorney-in-fact.

Denise Taylor
NOTARY PUBLIC

My Commission Expires:

October 1, 2003



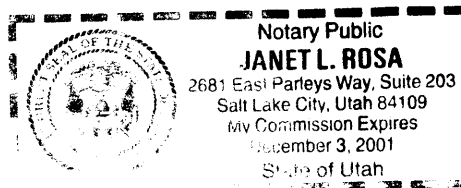
STATE OF UTAH)
) : SS
COUNTY OF Salt Lake)

The foregoing Sanitary Sewer Easement was acknowledged before me this 9th day of February, 2001 by Richard Mendenhall.

Janet L. Rosa
NOTARY PUBLIC

My Commission Expires:

12/3/01



STATE OF TENNESSEE)
): ss.
COUNTY OF WILLIAMSON)

The foregoing Sanitary Sewer Easement was acknowledged before me this 19 day of March, 2001 by Rachel Seifert, a Manager of Tooele Hospital Corporation, a Utah corporation, who acknowledged to me that she/he signed on behalf of said corporation.



NOTARY PUBLIC

My Commission Expires:

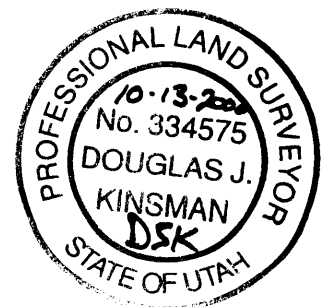
October 5, 2004

SANITARY SEWER EASEMENT

A 30.00 foot sanitary sewer easement located in the southeast quarter and in the southwest quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said easement being more particularly described as follows:

Beginning at a point on the section line, said point being North 0°24'32" West 1310.65 feet along the section line from the South Quarter Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running;

thence South 89°33'41" West 20.00 feet;
 thence North 0°24'32" West 1332.82 feet to the section line;
 thence North 89°41'35" East 20.00 feet along the section line to the Center of said Section 9;
 thence North 89°41'14" East 10.00 feet along the section line;
 thence South 0°24'32" East 1302.75 feet;
 thence North 89°33'41" East 793.06 feet;
 thence South 0°24'32" East 588.95 feet;
 thence South 89°35'28" West 30.00 feet;
 thence North 0°24'32" West 558.93 feet;
 thence South 89°33'41" West 773.06 feet to the Point of Beginning.



TEMPORARY CONSTRUCTION EASEMENT

A 65.00 foot temporary construction easement located in the southeast quarter and in the southwest quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said easement being more particularly described as follows:

Beginning at a point on the section line, said point being North $0^{\circ}24'32''$ West 1310.65 feet along the section line from the South Quarter Corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running;

thence South $89^{\circ}33'41''$ West 20.00 feet;
 thence North $0^{\circ}24'32''$ West 1332.82 feet to the section line;
 thence North $89^{\circ}41'35''$ East 20.00 feet along the section line to the Center of said Section 9;
 thence North $89^{\circ}41'14''$ East 45.00 feet along the section line;
 thence South $0^{\circ}24'32''$ East 1267.67 feet;
 thence North $89^{\circ}33'41''$ East 793.06 feet;
 thence South $0^{\circ}24'32''$ East 623.97 feet;
 thence South $89^{\circ}35'28''$ West 65.00 feet;
 thence North $0^{\circ}24'32''$ West 558.93 feet;
 thence South $89^{\circ}33'41''$ West 773.06 feet to the Point of Beginning.



Proposed 2400 N. STREET

B. THOMAS NIXON AND
TIM H. HOLMSTROM

B. THOMAS NIXON AND
TIM H. HOLMSTROM

EAGLE LANDING L.C.

SHIELDS PROPERTY

65 FOOT TEMPORARY
CONSTRUCTION EASEMENT

30 FOOT SANITARY
SEWER EASEMENT

divide Conn. from Residential

WINTERGREEN GROUP L.C.

Proposed 2200 N.

ROBERT MENDENHALL ET. AL.

WINTERGREEN GROUP L.C.

WINTERGREEN GROUP L.C.

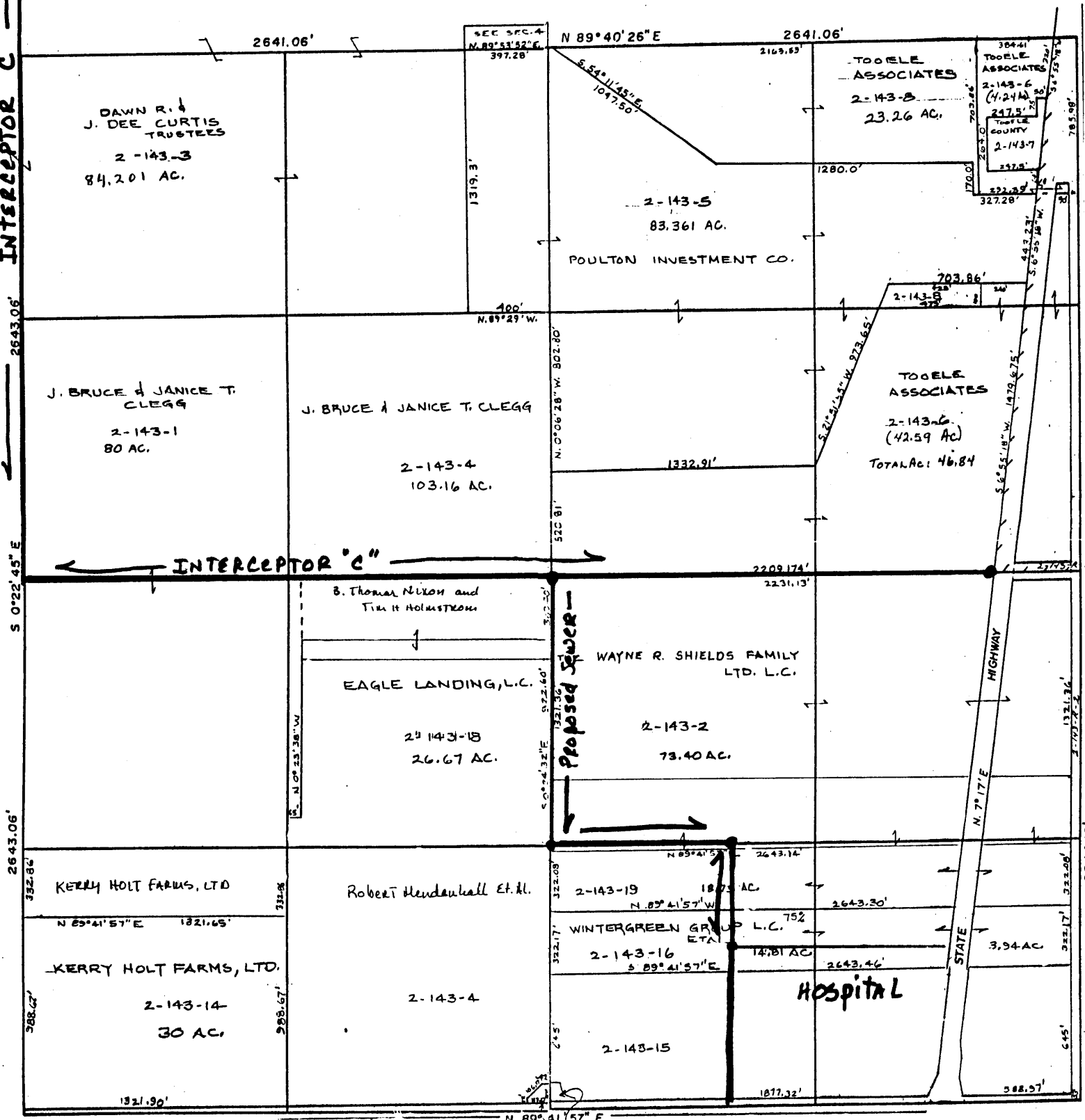
PROPOSED STREET

TOOELE HOSPITAL

EXISTING 2000 N. STREET

TOOELE CITY
SECTION 9 T 3S R 4W S.L.B.&M.

INTERCEPTOR "C"



2643.06'

S 0°22'45"E

2643.06'

332.86'

588.67'

N 89°41'57" E

INTERCEPTOR "C"

Proposed Sewer

STATE HIGHWAY

HOSPITAL

DAWN R. &
 J. DEE CURTIS
 TRUSTEES
 2-143-3
 84.201 AC.

J. BRUCE & JANICE T.
 CLEGG
 2-143-1
 80 AC.

J. BRUCE & JANICE T. CLEGG
 2-143-4
 103.16 AC.

B. Thomas Nixon and
 Tim H. Holmstrom
 EAGLE LANDING, L.C.
 2-143-18
 26.67 AC.

KERRY HOLT FARMS, LTD.
 2-143-14
 30 AC.

Robert Hendersonhall Et. Al.
 2-143-4

WAYNE R. SHIELDS FAMILY
 LTD. L.C.
 2-143-2
 73.40 AC.

2-143-19 18.73 AC
 N 89°41'57"W
 WINTERGREEN GROUP L.C.
 2-143-16 14.81 AC
 S 89°41'57"E

TOOELE ASSOCIATES
 2-143-8
 23.26 AC.

2-143-5
 83.361 AC.
 POULTON INVESTMENT CO.

TOOELE ASSOCIATES
 2-143-6
 (42.59 AC)
 TOTAL AC: 46.84

364.41
 TOOELE ASSOCIATES
 2-143-6
 (42.44 AC)
 247.5
 TOOELE COUNTY
 2-143-7
 237.8