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WASHINGTON CITY
111 NORTH 100 EAST

WASHINGTON, UT 84780 EASEMENT

Fund: School
Easement No. 1075-E

The State of Utah, School and Institutional Trust Lands Administration, an independent agency of the State of Utah, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, GRANTOR, and Washington City, a municipal corporation of the State of Utah, 111 North 100 East, Washington, Utah 84780, GRANTEE, hereby enter into this Easement Agreement on the date below written.

Recitals

- A. GRANTOR is the beneficial owner of certain real property located in the Green Springs area of the City of Washington, Utah. The Trust Lands Administration intends to develop the property for residential and commercial purposes within the next five to ten years. Such development will include the construction of roadways and the installation of infrastructure to service the area.
- B. The GRANTEE desires certain easements to design, construct, install, operate and maintain an overhead power transmission line upon said property and the Trust Lands Administration desires to issue such easements under the terms and conditions hereof; provided, however, the GRANTEE acknowledges the GRANTOR has an ongoing interest in the design and placement of the overhead power transmission lines and the associated poles.

NOW THEREFORE, GRANTOR, in consideration of the mutual covenants and promises set forth herein, grants to GRANTEE, non-exclusive Easements subject to the condition subsequent of compliance with the terms of this Grant of Easement on state trust lands as defined and set forth herein. Said grants shall be subject to the following terms and conditions and any valid and existing rights, or until GRANTEE, its successors and assigns shall breach any conditions hereof. The Easements are granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTOR hereby grants subject to the conditions subsequent contained herein to GRANTEE two easements, located to the left and right of a described centerline, as follows:

- a. An easement is granted for a perpetual term, commencing on the date of execution of this Easement Agreement (the "Perpetual Easement"). The Perpetual Easement shall be thirty feet (30') wide from the left of the centerline, as described with particularity in Exhibit "A", attached hereto and incorporated by reference. The Perpetual Easement shall be used for the purpose of constructing, installing, and maintaining and operating an overhead power transmission line having a voltage of 138/69 kV including a 12.5 kV distribution circuit, (the "Power Line").

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b. An easement is granted on a temporary basis and shall commence on the date of execution of this Easement Agreement and expire at the time of the formal street dedication as referenced in item 2. The Construction Easement shall be thirty feet (30') wide from the right of the centerline, as described with particularity in Exhibit "A", attached hereto and incorporated by reference. The Construction Easement shall be used for the purpose of constructing and installing the Power Line.

2. GRANTEE acknowledges the Construction Easement is intended to become part of a future roadway right-of-way, upon which GRANTOR shall cause the construction of roadways and the installation of infrastructure to service development in the area.

3. GRANTEE shall locate the Power Line poles upon the Perpetual Easement, within five feet of the centerline described on Exhibit "A." GRANTEE agrees to coordinate the vertical placement of the Power Line poles with GRANTOR's roadway right-of-way plans and to construct the Power Line with wood and weathered steel poles. GRANTOR shall have final approval over the placement and vertical alignment of the Power Line poles, which approval must be given in writing.

4. In consideration of the grant of the Easements, GRANTEE shall pay to GRANTOR the amount of Four Hundred Twenty Five Thousand Dollars (\$425,000.00) in immediately available funds upon the execution of this Easement Agreement.

5. GRANTEE shall pay for all cost and expense in connection with the design, engineering, construction, operation, repair, replacement, and maintenance of said Power Line across trust lands and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Power Line.

6. GRANTOR reserves to itself the right to install, maintain and operate fiber optics within the granted right of way, subject to the City's review and approval. Nothing herein shall act as a waiver of appropriate and applicable franchise fees for communication facilities otherwise imposed by city ordinance. Nothing herein is intended or shall be construed to create any exclusive right to provide communication services within any developed land serviced by such potential fiber optics reservation.

7. GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with GRANTOR a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to GRANTOR, in a sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

8. Grantee shall indemnify, defend, and save harmless the Grantor from any and all claims, demands, suits, actions, proceedings, losses, costs, damages, fines, and penalties of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought, made against, or incurred by Grantor on account of any

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damage to any property and for any injury to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake, or negligence of Grantee or its representatives or its contractors, in any way connected with or incident to the easement or by reason of any use, non-use, or condition of the easement created by, attributable to, or contributed to by Grantee's use or manner of use of the easement; provided, however, that this indemnification shall not extend to events caused by the negligence or willful misconduct of the Grantor.

9. The operative and contractual provisions of this Easement shall be governed by the laws of Utah and any actions brought hereunder shall be brought in the Fifth District Court, State of Utah. Any provisions hereof not enforceable under the laws of the State of Utah shall not affect the validity of other provisions hereof.

10. The acquisition or assumption by another party under an agreement with GRANTEE of any right or obligation of GRANTEE under this Easement shall be ineffective as to GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, which approval shall not be unreasonably withheld, and in no case shall such recognition or approval: (i) operate to relieve GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of GRANTEE under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as GRANTOR deems necessary.

11. GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement, including, without limitation, all environmental laws applicable to the desert tortoise habitat. GRANTEE shall neither commit nor permit any waste on the Easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

12. GRANTOR herein reserves the right to utilize said Easement for access to and from the lands owned by GRANTOR on both sides of said Easement.

13. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange, excepting that it shall not cause permanent buildings or other structures to be installed upon the easement.

14. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement; provided that no drilling of oil and/or gas wells shall be conducted, nor will mining shafts be located within the boundaries of said Easement without compensation to GRANTEE by any such mineral lessee for any resulting damage to GRANTEE's improvements authorized pursuant to this Easement and further provided that such use does not unreasonably interfere with Grantee's primary operations on the Perpetual Easement.

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15. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when GRANTEE has applied for and received a materials permit from GRANTOR, excepting that Grantee may undertake grading, excavation, contouring, and the like, on the Construction and Perpetual Easement which is reasonably necessary to construct, operate and maintain the Power Line.

16. GRANTEE agrees that no trees may be cut or removed from the Easement except when GRANTEE has applied for and received a small forest products permit or timber contract from GRANTOR, excepting that Grantee may undertake tree, shrub, plant and debris removal and trimming, and the like, on the Construction and Perpetual Easement which is reasonably necessary to construct, operate and maintain the Power Line.

17. It is hereby understood and agreed that all treasure-trove, all articles of antiquity and critical paleontological resources in or upon the subject lands are and shall remain the property of GRANTOR. GRANTEE agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by GRANTOR will be borne by GRANTEE. GRANTEE further agrees to cease all activity on the subject lands and immediately notify GRANTOR if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the subject lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of GRANTOR.

18. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against GRANTOR for any claimed failure or deficiency of GRANTOR's title to said lands or for interference by any third party.

19. GRANTOR reserves the right to inspect the area subject to the Easement at any time and recall GRANTEE for correction of any violations of stipulations contained herein. If GRANTEE fails to correct such violations within a reasonable time GRANTOR may, after thirty (30) days written notice, re-enter and terminate this Easement.

20. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

21. Any notice contemplated herein to be served upon GRANTEE or GRANTOR shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

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To GRANTEE

City of Washington
111 North 100 East
Washington, Utah 84780

To GRANTOR

State of Utah School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attn: Development Department

or at any such other address as GRANTEE or GRANTOR may from time to time designate by written notice to either party.

22. This Easement shall be interpreted and governed by the laws of the State of Utah and the Rules governing the management and use of the School and Institutional Trust Lands Administration and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE and GRANTOR.

23. No Waiver of Conditions by GRANTOR of any default of GRANTEE or failure of GRANTOR to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent GRANTOR or GRANTEE from exercising any legal or equitable remedy they may otherwise have.

IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 16th day of March, 2006 by the Director.

GRANTOR:
STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818



Kevin S. Carter, Director

GRANTEE:
City of Washington
111 North 100 East,
Washington, Utah 84780

By: 
Its: 

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APPROVED AS TO FORM
MARK C. STURTELL
ATTORNEY GENERAL

Director's Initial Review: _____

By: [Signature]
Special Assistant Attorney General

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 16th day of March, 2006, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires: 10-10-07

[Signature]
Notary Public, residing at:

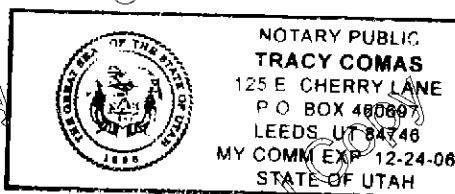


STATE OF Utah)
COUNTY OF Washington)

On the 2nd day of March, 2006, personally appeared before me Terrill Clove, who being duly sworn did say that he is the Mayor of Washington City and authorized to execute the above instrument.

My commission expires: 12-24-06

[Signature]
Notary Public, residing at: 125 E. Cherry Lane
Leeds, UT 84746



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**Exhibit A
To
Easement Agreement**

W-5-2-1-122

NORTH POWER LINE

A Strip of land 60.00 feet in width, being 30 feet left and right of the described centerline, to be used as an Overhead Power Line easement, located within Section 3, 10 and 11, Township 42 South, Range 15 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows:

Beginning at the point which is North 88°58'39" East 1149.94 feet and North 01°27'51" East 45.11 feet from the Southwest corner of Section 10, Township 42 South, Range 15 West Salt Lake Base & Meridian, said point also being on the centerline of a 60 foot wide Overhead Power Line easement; running thence North 01°27'51" East 2879.34 feet, thence North 89°02'44" West 475.36 feet to the point of curvature of a 1808.00 foot radius curve concave to the right; thence northwesterly 2376.61 feet along the arc of said curve through a central angle of 75°18'54" to the point of tangency; thence North 13°43'50" West 94.23 feet to the point of curvature of a 942.00 foot radius curve concave to the left, thence northwesterly 405.87 feet along the arc of said curve through a central angle of 24°41'11" to the point of tangency; thence North 38°25'01" West 317.98 feet to the point of curvature of a 858.00 foot radius curve concave to the right, thence northwesterly 583.88 feet along the arc of said curve through a central angle of 38°59'26" to a point of tangency; thence North 00°34'25" East 745.68 feet, said point also being the point of terminus. The side lines of said 60 foot easement to be extended or shortened to meet at angle points.

The total length of the Overhead Power Line Easement for the State of Utah's land, as described above is 7494.72 feet or 1.42 miles more or less in length. Containing 11.015 acres more or less.

DATE: 6-01-06	BY: [Signature]	ALLIANCE CONSULTING Planning and Engineering Firm 1425 RASH B. BELL BLVD, SUITE 100 WASHINGTON, WASH. CO., UTAH	NORTH POWER LINE EASEMENT WASHINGTON CITY LOCATED IN CITY OF WASHINGTON, WASH. CO., UTAH
PROJECT: 001-04	SCALE: 1" = 400'		
CHECKED BY: [Signature]		DRAWING NO.: WASHINGTON POWER	SHEET NO.: 1

**SECTION 3, 10 & 11
TOWNSHIP 42 SOUTH RANGE 15 WEST
SALT LAKE-BASE MERIDIAN
WASHINGTON COUNTY, UT**

**LEGAL DESCRIPTION OF A POWER LINE EASEMENT ACROSS
WASHINGTON CITY'S LAND IN SECTION 3, 10 & 11,
T42S, R15W, S1B&M**

OVERHEAD POWER LINE EASEMENT

A Strip of land 60.00 feet in width, being 30 feet left and right of the described centerline, to be used as an Overhead Power Line easement, located with in Section 3, 10 and 11, Township 42 South, Range 15 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows:

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Running thence North 01°27'54" East 2879.34 feet, thence North 89°02'44" West 475.36 feet to the point of curvature of a 1808.00 foot radius curve concave to the right; thence northwesterly 2376.61 feet along the arc of said curve through a central angle of 75°18'54" to the point of tangency; thence North 13°43'50" West 94.23 feet to the point of curvature of a 942.00 foot radius curve concave to the left, thence northwesterly 405.87 feet along the arc of said curve through a central angle of 24°41'11" to the point of tangency; thence North 38°25'01" West 317.98 feet to the point of curvature of a 858.00 foot radius curve concave to the right, thence northwesterly 583.88 feet along the arc of said curve through a central angle of 38°59'26" to a point of tangency; thence North 00°34'25" East 745.68 feet, said point also being the point of terminus.

The side lines of said 60 foot easement to be extended or shortened to meet at angle points.

The total length of the Overhead Power Line Easement for the State of Utah's land, as described above is 7494.72 feet or 1.42 miles (more or less in length).

LEGEND

- ◆ FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- PROPOSED FUTURE ROAD ROW
- OVERHEAD POWER LINE EASEMENT

