

24

DOC # 20070007471

Easements Page 1 of 4
Russell Shirts Washington County Recorder
02/12/2007 03:05:02 PM Fee \$ 0.00 By SANTA CLARA CITY



WHEN RECORDED MAIL TO:

Santa Clara City
C/O Sunrise Engineering, Inc.
11 North 300 West
Washington, Utah 84780

SC-207

RIGHT-OF-WAY AND EASEMENT GRANTS

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

MAXINE A. GRAFF FAMILY LIVING TRUST

herein referred to as GRANTOR, by SANTA CLARA CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey to the GRANTEE, its successor and assigns, a temporary, and perpetual easement with the right to lay, maintain, operate, repair, inspect, protect, install, remove and replace pipelines, valves, manholes, clean-outs, and other utility structures and appurtenances, hereinafter called FACILITIES, over, across and through the land of the GRANTOR:

Beginning at the North Quarter Corner of Section 17, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence South 89°04'55" East along the Section Line 34.72 feet; thence South 50°42'07" East, 80.53 feet; thence North 89°04'55 West, 97.22 feet to a point on the Center Section Line; thence North 0°12'01" East along the Center Section Line, 50.00 feet to the point of beginning.

The facilities easement may partially, or completely, lie within GRANTOR's property. The centerline of the perpetual easement shall be where FACILITIES are actually constructed on the land:

TO HAVE AND TO HOLD the same unto GRANTEE, the easement as follows:

A TEMPORARY CONSTRUCTION EASEMENT, 50 feet total width, with the right to construct, inspect, repair, and replace FACILITIES over, across, under and through the easement.

A PERPETUAL EASEMENT, 50 feet total width, with the right to inspect, maintain, operate, repair, protect, remove and replace FACILITIES over, across, under and through the easement.

So long as such FACILITIES shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property on and adjacent to said easement as may be necessary in connection with the construction, maintenance, repair, removal or replacement of the FACILITIES. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

The GRANTEE, as a condition to the granting of the easements, shall pay damages, restore or replace, in kind, at the GRANTEE's discretion and the GRANTEE's expense; fences, crops, roads, underground pipes and other improvements in the event such is damaged by the construction, maintenance, repair, replacement or removal of the FACILITIES.

The GRANTOR shall not build or construct, not permit to be built or constructed, any building or other improvement over, across or under said easement, nor change the contour thereof, without written consent of the GRANTEE. GRANTOR may connect to the installed water line for the supply of culinary water with written consent, applicable connection fees and/or impact fees, and instructions from the GRANTEE. This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTEE and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any parties securing this grant on behalf of the GRANTEE are without authority to make any representations, covenants or agreement not herein expressed.

IN WITNESS WHEREOF, the GRANTORS have executed this easement grant this 29 day of Jan., 2007.

Maxine A. Graff Family Living Trust
MAXINE A. GRAFF FAMILY LIVING TRUST

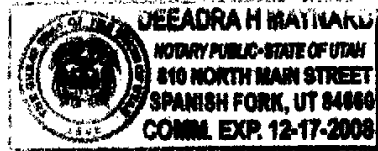
STATE OF UTAH)
)
COUNTY OF Utah) :SS

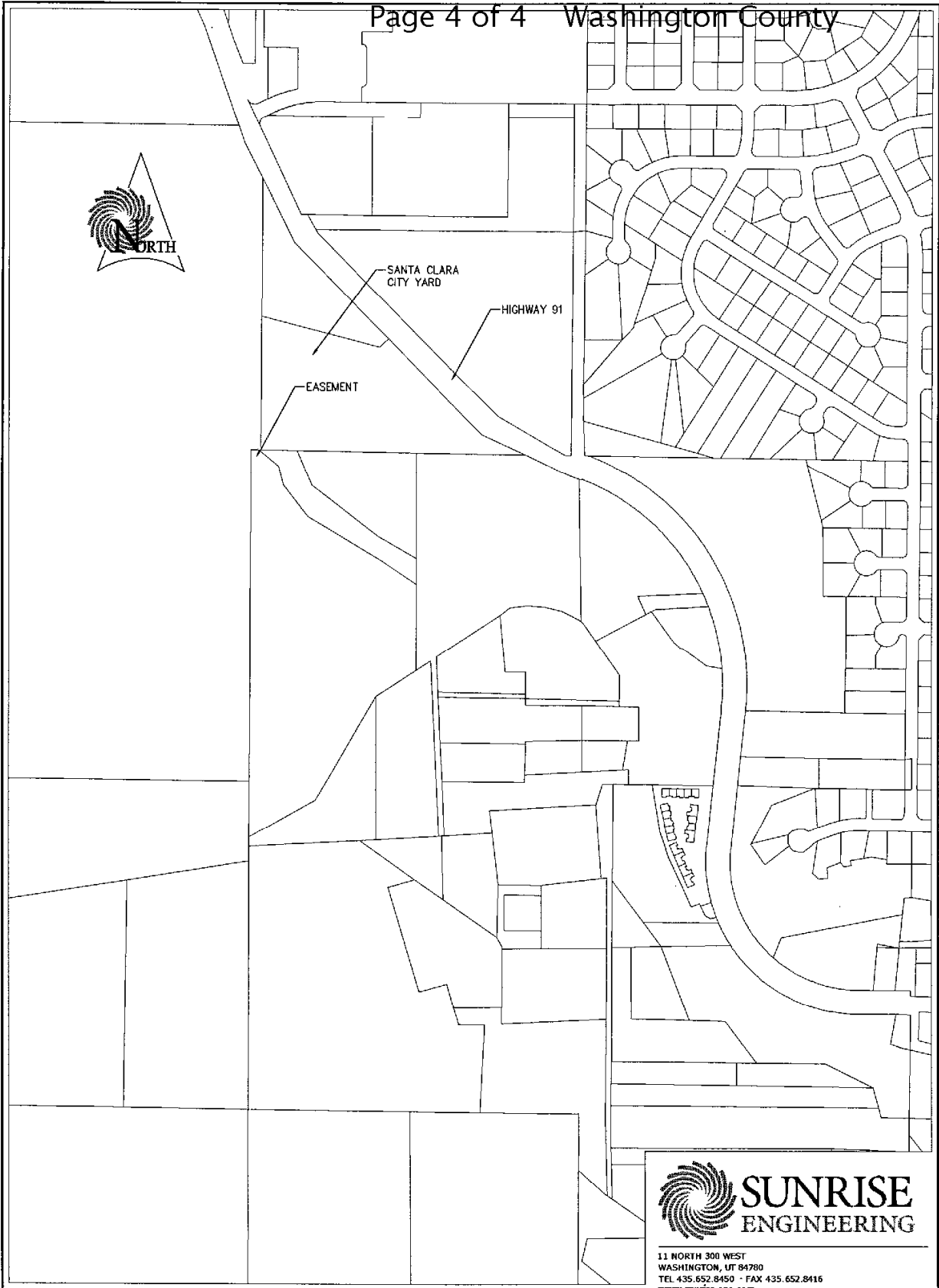
Personally appeared before me on the 29 day of January, 2007, the signer of the above instrument who duly acknowledges to me that he/she/they executed the same.

Deedra H. Hayward Notary Public

My commission expires Dec 17 2008

Residing in 810 N. Main
Spanish Fork, UT 84660





11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL 435.652.8450 · FAX 435.652.8416
www.sunrise-eng.com