

EASEMENT

WHEREAS, Duchesne County, a political subdivision of the State of Utah, hereby claims as a public right-of-way certain roads situate in the County of Duchesne, pursuant to the provisions of 27-12-89 Utah Code Annotated, 1953, as amended; and,

WHEREAS, many of these roads are right-of-ways being used by the public and the County claims a 66' minimum right-of-way in width along said roads, and in several cases are wider than said 66', all of which are claimed by the County of Duchesne; and,

WHEREAS, Fruitland Water Improvement District, a political subdivision of the State of Utah is situate in the County of Duchesne and it has requested an easement along the County roads within Duchesne County for the purpose of laying pipelines for the culinary water and eventually for the purposes of sanitary sewers; and,

WHEREAS, the County of Duchesne is willing to grant an easement to said Fruitland Water Improvement District, upon the following terms and conditions, to-wit:

GRANT OF EASEMENT TO LAY AND OPERATE WATER AND/OR SEWER LINES

AGREEMENT MADE this 27th day of June, 1984, between DUCHESNE COUNTY, a political subdivision of the State of Utah, herein referred to as "County", and FRUITLAND WATER IMPROVEMENT DISTRICT, also a political subdivision of the State of Utah, organized under the laws of the State of Utah for the purpose of constructing, owning and operating a culinary water system and sewer system and doing business in the County of Duchesne, State of Utah, herein referred to as "Fruitland".

SECTION I

In consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing and maintaining water lines and sewer lines on the hereinafter described premises, County hereby authorizes Fruitland and its assigns hereto the perpetual right without warranty of title to use the roads, streets, and alleys owned or controlled by County generally within the boundaries of the Fruitland Water Improvement District subject to the conditions hereinbelow set forth. The area embraced within the Fruitland Water Improvement District generally is described as follows, to-wit:

ENTRY NO. 271875 DATE 8-1-89 TIME 3:17 BOOK 9-183 PAGE 311-3/6
 FEE \$ 0 RECORDED AT REQUEST OF Ray Nash
Carolyn Madsen DUCHESNE COUNTY RECORDER Charlotte Jensen DEPUTY

UINTAH SPECIAL MERIDIAN

- T.2 S. R.8 W. All of Sections 19, 30, 31.
- T.2 S. R.9 W. All of Sections 10, 11, 13, 14, 15, 22,
23, 24, 25, 26, 35, 36.
- T.3 S. R.8 W. All of Sections 6, 7, 17, 18, 19, 20,
21, 28, 29, 30.
- T.3 S. R.9 W. All of Sections 1, 13, 14, 23, 24,
and the East 1/2 of Sections 15 and 22.

Except the following described tracts which are excluded from
the district, to-wit:

Parcel No.	Section, Township and Range
CMT 6A-25-1	19, T.3 S., R.8 W., U.S.B.&M.
CMT 6A-25	19, T.3 S., R.8 W., U.S.B.&M.
CMT 6-90	30, T.3 S., R.8 W., U.S.B.&M.
CMT 6-55, 6-56, 6-57	20, T.3 S., R.8 W., U.S.B.&M.
CMT 6-107	29, T.3 S., R.8 W., U.S.B.&M.
CMT 6-113	29, T.3 S., R.8 W., U.S.B.&M.

CMT 6A-35

20, T.3 S., R.8 W., U.S.B.&M.

CMT 6-110

20 & 29, T.3 S., R.8 W.,
U.S.B.&M.

T.3 S., R.8 W., U.S.B.&M. All of Section 11 is included, except Parcel No. 3719 described as follows which is excluded from the district, to-wit:

Section 11, T.3 S., R.9 W., U.S.B.&M., The North half of the South East quarter, (N 1/2 SE 1/4); The North East quarter of the North East Quarter, (NE 1/4 NE 1/4); The South half of the North East Quarter, (S 1/2 NE 1/4); The East half of the North West quarter of the North East quarter except, (E 1/2 NW 1/4 NE 1/4 except): commencing at the S.E. Corner of Section 11, North 1412.47' along the East line of said section to point of beginning; thence West 328.00'; thence North 613.35'; thence N. 72 degrees 00' 00" E., 344.83' along ditch to East line of said section; thence South 714.71' to beginning.

T.3 S., R.8 W., U.S.B.&M. All of Section 12 is included, except Parcel No. 3727 described as follows which is excluded from the district, to-wit:

Section 12, T.3 S., R.9 W., U.S.B.&M., Beginning at a point S. 0 degrees 25' 10" W., 520.30' from the N.W. Corner of said section, thence South 2,119.70' to the West 1/4 Corner, thence East 1320.00' North 1320'; East 1320.00'; North 115.57' along old fence line then the following calls:

S. 88 degrees 47' 20" W., 1248.63'; N. 02 degrees 11' 46" W., 176.18'; N. 10 degrees 38' 29" W., 50.63'; N. 30 degrees 31' 38" W., 72.27'; N. 10 degrees 31' 25" W., 96.31'; S. 83 degrees 02' 43" W., 64.14'; S. 87 degrees 00' 19" W., 86.67'; N. 69 degrees 18' 33" W., 152.35'; S. 78 degrees 52' 36" W., 79.97'; S. 08 degrees 34' 11" W. 130.83'; S. 61 degrees 30' 12" W., 11.12'; N. 64 degrees 30' 48" W., 138.50'; N. 59 degrees 36' 00" W., 234.43'; N. 87 degrees 49' 45" W., 213.60'; N. 86 degrees 18' 59" W., 134.84'; N. 81 degrees 32' 41" W., 80.25'; N. 56 degrees 00' 55" W., 62.19'; N. 37 degrees 21' 09" W., 161.93'; N. 20 degrees 29' 23" W., 77.79' to beginning.

SECTION II

Term

The rights granted herein shall be possessed and enjoyed by Fruitland, so long as water and sewer lines or pipelines and appurtenances constructed pursuant thereto shall be maintained and operated by Fruitland.

SECTION III

Right of Access

Fruitland and its employees and agents shall, at all times, have free access to the said pipeline right-of-way for the purposes described herein, provided that Fruitland shall be subject to and shall comply with all Duchesne County ordinances and regulations.

SECTION IV

Rights of County

County reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Fruitland of the rights granted herein, including, but not limited to, the right to place along, across and over the right-of-way as many roads, streets, sidewalks, passageways, electric light and power lines, water lines and other utilities as County may desire. If any utility line is placed parallel to such right-of-way, such line shall not be placed directly over any water or sewer line therein, or water line.

SECTION V

Restoration of Surface

After the installation of the water and sewer line on this right-of-way, and after the abandonment or expiration of this grant for any cause, Fruitland shall, upon demand by the County remove all pipes and other property placed on the premises by or for Fruitland, fill and level all ditches, ruts and depressions caused by construction or removal operations, remove all debris resulting therefrom, remove all stakes and posts that Fruitland may have put into the ground, and generally restore the surface of the premises to as near its original condition as may be possible, all within a reasonable time after the installation of such pipeline or abandonment or expiration of this grant.

SECTION VII

Appurtenant Facilities

Fruitland shall have no right to locate any surface installation on any part or right-of-way which would obstruct or interfere with the County's use or the public's use of the right-of-way as a roadway or highway.

SECTION VIII

Title

It is hereby recognized by the parties to this agreement that the County herein does not individually hold record title to all of the property described herein, but claims an interest in the property for use of the property as a public road right-of-way. County further grants only the right it has to grant this easement and right-of-way to such portions of the above described property as lies within its boundaries. It is further recognized that the County is not owner in fee simple of all of the premises described herein and that its interests on part of all of the described premises may be limited to a road and utility right-of-way.

SECTION IX

Agreement to Hold Harmless

Fruitland hereby agrees to hold County harmless from any claim that may be asserted against the County arising out of the use of the easement herein granted and the construction and maintenance of the wastewater collection lines, or water lines.

SECTION X

Notification

Fruitland shall notify the County by written notification designating and specifying the place and time of any construction pending or completed. Whenever emergency repairs or work is necessary County shall be notified as soon as possible by Fruitland.

SECTION XI

Fruitland Water Improvement District Agrees to:

A. Include provisions in its sewer and water lines construction specifications for compacted backfill in the trenches that are in the roadway sections. They will be placed at 95% optimum density or granter.

B. Reconstruct and replace any portion of the County roads disturbed by construction or by operation and maintenance of the sewer and water lines to equal or better standards using native asphalt materials or improved asphalt materials.

C. Replace or reconstruct any County road right-of-way fences disturbed by the construction, operation, or maintenance of the water and sewer lines.

D. Maintain traffic on the County roads, provide access to property owners and provide signs, barricades, and flag persons as needed.

E. Be responsible for any injury or accident and shall pay for any and all damages or loss that may arise as a result of the construction, operation, or maintenance of the water and sewer pipelines.

SECTION XII

Effect of Agreement

This agreement shall be binding upon the legal representative, successors and assigns or the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement in Duchesne County, Utah, on this 27th day of June, 1989.

DUCHESNE COUNTY

By: [Signature]
[Signature]
[Signature]

ATTEST:

[Signature]
Clerk

FRUITLAND WATER IMPROVEMENT DISTRICT

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk