

0320383 Bk 0460 Pg 0147 - 0150

DIXIE B MATHESON - IRON COUNTY RECORDER
1992 SEP 30 15:14 PM FEE \$10.00 BY PTC
REQUEST: SO UTAH TITLE CO/CEDAR CITY

RIGHT-OF-WAY EASEMENT

In consideration of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration paid to R.D. PARTNERSHIP, (GRANTOR) a California General Partnership, by the TOWN OF BRIAN HEAD, (GRANTEE), a Utah Municipal Corporation, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement with the right to erect, construct, install, lay and use, operate, inspect, repair, maintain, replace, and remove underground water pipe and underground water lines, over, across and through the land of GRANTOR, together with the right of ingress and egress to said land situated in Iron County, State of Utah, said easement being 12' in width, the center line of which is described as follows:

Beginning at a point being West 165.0 feet, more or less, and North 10.0 feet, more or less from the Center South (CS) 1/16th Corner of Section 1, Township 36 South, Range 9 West, Salt Lake Base and Meridian, said point being on the centerline of an existing 6" diameter ductile iron water line; thence, along the centerline of said 6" water line the following ten (10) courses and distances: 1) S 49°23'55" W 60.24 feet to the point of tangency of a 242.86 foot radius curve to the left, bearing to radius point of said curve is S 49°23'55" W; 2) along the arc of said curve, 209.38 feet (central angle = 49°23'55"); 3) West 15.00 feet; 4) S 67°11'57" W 147.28 feet; 5) N 19°10'32" W 82.00 feet; 6) N 64°01'32" W 56.57 feet; 7) S 70°58'28" W 123.38 feet; 8) S 65°01'34" W 322.88 feet to the point of tangency of a 250.00 foot radius curve to the

I 13185

right; 9) along the arc of said curve 154.44 feet (central angle = 35°23'41"); 10) N 79°34'45" W 135.0 feet, more or less, to the West 1/16th section line of said Section 1, being the westerly line of the Security Title Company of Southern Utah, trustee property, said point also being the point of terminus.

The consideration described herein shall constitute payment in full for any damages to the land of the GRANTOR, and its successors and assigns, by reason of the original installation of the water pipe and water lines located under the easement described herein; provided GRANTEE will restore the surface to grade and revegetate where appropriate.

GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTOR its successors and assigns, and to restore such damage as may result.

GRANTOR, its successors and assigns, hereby acknowledge and agree that no building or other structure may be erected over the easement described herein; provided that GRANTOR may pave or improve roadways or walkways and install fencing or landscaping on or above the easement.

The rights by virtue of the grant of easement and other provisions of this easement shall be non-exclusive and shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has signed this Easement by and through the managing general partner designated below, and represents that such managing general partner is duly authorized

0320383 Bk 0460 Pg 0148

to sign, and otherwise bind the R.D. Partnership to all provisions and terms of the Easement Agreement contained herein.

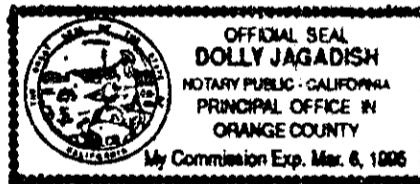
DATED this 16 day of May, 1992.

R.D. PARTNERSHIP, a California Partnership

By: Robert L. Brayton
ROBERT L. BRAYTON
Managing Partner

Attest:

Newton Roy Packard



STATE OF California : ss.
COUNTY OF Orange

SUBSCRIBED and SWORN to before me this 16 day of May, 1992, by Robert L. Brayton who acknowledged to me that he is the managing general partner of R.D. Partnership, a California general partnership and is empowered to sign for and in behalf of said partnership, and that he executed the foregoing easement on behalf of said partnership.

My Commission Expires:
March 6th 1995

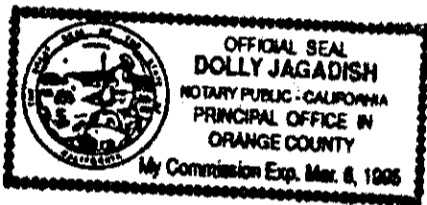
Dolly Jagadish
Notary Public
Residing at: Los Alamitos
(work)

Dolly Jagadish
Signatory

Newton Roy Packard
Witness Attesting

STATE OF California : ss.
COUNTY OF Orange

SUBSCRIBED AND SWORN to before me a notary public this
16 day of May, 1992.



LGM+1179

Dolly Jagadish
Notary Public
Residing at: Los Alamitos
(work)