

EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this 22<sup>nd</sup> day of DECEMBER, 1993, by and between COMPUTER SERVICE/SOUTHERN UTAH PENSION TRUST, hereinafter called the "FIRST PARTY," and CEDAR CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter called the "SECOND PARTY."

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W I T N E S S E T H : DIXIE B MATHESON - IRON COUNTY RECORDER  
1994 JAN 06 13:13 PM FEE \$1.00 BY PTC  
REQUEST: CEDAR CITY CORPORATON

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the SECOND PARTY to the FIRST PARTY, the receipt of which is hereby acknowledged by the FIRST PARTY, the FIRST PARTY does by these presents, grant, bargain, sell, convey, transfer and deliver unto the SECOND PARTY a permanent easement and right-of-way, including the perpetual right to enter upon the real property hereinafter described at anytime that it may see fit, and construct, maintain and repair underground pipelines and/or mains, for the SECOND PARTY'S, waste water collection system, under the surface of the following described property which said collection system shall be installed in accordance with property engineering methods, together with the right to excavate and refill ditches, or trenches, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the construction or location of said collection system.

The easement and right-of-way hereby granted is described as follows:

The easement and right-of-way hereby granted is 40 feet wide for construction purposes and 25 feet wide for maintenance purposes. The east line of said easement is

the existing highway I-15 right-of-way N/A line and is described as follows:

Beginning N 0 29'50" W, 1573.42 ft along the 1/4 section line and West, 427.03 ft from the S 1/4 corner of Section 15, T36S, R11W, SLM; thence N 0 25'09" W, 918.35 ft; thence N 1 29'04" E, 301.84 ft; thence N 0 25'04" W, 601.10 ft to the point of ending.

Also beginning N 0 29'50" W, 3577.64 ft along the 1/4 section line & West, 414.25 ft from the S 1/4 corner of Section 15, T36S, R11W, SLM; thence N 0 25'04" W, 68.34 ft to the point of ending.

The easement and right-of-way is granted to have and to hold unto the SECOND PARTY and to its successors and assigns forever; provided, however, it is understood and agreed that in the event that the SECOND PARTY shall abandon or discontinue the use of said property for the purposes herein granted that the easement shall thereupon automatically terminate and the interest herein granted shall revert to the FIRST PARTY, its successors or assigns.

The FIRST PARTY may connect to the wastewater collection system placed in the above-described easement at the standard connection fee. Should this occur any time during the first ten years after the date of the final assessment, the FIRST PARTY shall also pay an assessment of the original cost of installing the collection system on the subject property. Should the FIRST PARTY request a connection after the ten years, it shall pay only the standard connection fee.

The FIRST PARTY does hereby covenant with the SECOND PARTY that it is lawfully seized and possessed of the real estate above-described and that it has good and lawful right to convey the same or any part thereof and the same is free from any lawful claim of any person whatsoever.

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appeared Harold Grant Shirley, known to me to be the Mayor of Cedar City Corporation, and Bonnie Moritz, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Harold Grant Shirley and she the said Bonnie Moritz executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

*Renon S. Savage*  
NOTARY PUBLIC

