Recorded SEP 1 8 1989 Filing No. 38767 At 4:04 MI/PM In Book W5 Page 415

RIGHT-OF-WAY EASEMENTechlofee Debra L. Ames, Rich County Recorder

KNOW ALL MEN BY THESE PRESENTS:

Requested By Town of Gardon City

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to VIOLA M. COOK and , hereinafter referred to as GRANTOR, by THE TOWN OF GARDEN CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a temporary water line construction easement with the right to erect, construct, install, lay, culinary water system improvements over, across, and through the land of the GRANTOR situate in Rich County, State of Utable and land being described as follows: of Utah, said land being described as follows:

> SEE EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

(50) feet in width, fifty The easement shall be used as a strip of land over the above described property, as shown on the Land Ownership and Water Line Easement Plan (Sheet 12 of the Garden City, Utah Water System Improvement Plat) dated April, 1989 and compiled by George L. Walker of Valley Engineering, Inc.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns for the term of the construction of the culinary water system improvements, but in no event to exceed 1 year from the date entered herein.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 42 day of Anast, 1989.

STATE OF UTAH

ss. County of Rich

On this 4 day of Accy, 1989, personally appeared before me and they did execute the foregoing Easement Agreement.

415 Notary Public

My Commission expires: August 16, 1991

Residing at: Garden City, UTah

## EXHIBIT "B"

Also, a temporary water line construction easement 50 feet in width across a parcel of land described in Book T-4, Page 441, in the Office of the County Recorder, County of Rich, State of Utah, and located in the Southeast quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian and further described as follows:

Beginning at a point which is by record 2115.30 feet North from the Southeast corner of said Section 17; thence West along a boundary line of record, 50.00 feet; thence North, 567.60 feet, more or less, to a boundary line of record; thence East along a boundary line of record, 50.00 feet; thence South along a boundary line of record and the East line of the Southeast quarter of said Section 17, 567.60 feet to the point of beginning.