

Recorded SEP 18 1989 Filing No. 38778

At 4:21 PM In Book 415 Page 437

RIGHT-OF-WAY EASEMENT Fee No Fee Debra L. Ames, Rich County Recorder

Requested By Town of Garden City

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to TOWN OF GARDEN CITY and 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 perpetual easement with the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove culinary water system improvements over, across, and through the land of the GRANTOR situate in Rich County, State of Utah, said land being described as follows:

See Exhibit "A" attached hereto and is 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.

The easement shall be thirty (30) feet in width, 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.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 26th day of June, 1989.

TOWN OF GARDEN CITY (Seal) By [Signature] Mayor ATTEST:

STATE OF UTAH) County of Rich) .ss

[Signature] Town Clerk

On this 26th day of June, 1989, personally appeared before me Bryce R. Nielson, who duly acknowledged to me that he is the Mayor of Garden City, that he is authorized to execute the foregoing Easement Agreement, and that he did execute said Easement Agreement for and in behalf of said Division by virtue of the authority granted to him.

[Signature] Notary Public

My Commission expires: Aug. 16, 1991

Residing at: Garden City, Utah

EXHIBIT "A"

A permanent water line maintenance easement 30 feet in width across, a parcel of land described in Book F-5, Page 473, in the Office of the County Recorder, County of Rich, State of Utah, and located in the Northeast quarter of Section 17, Township 14 North, Range 5 East of the Salt Lake Base and Meridian with the centerline of said easement described as follows:

Beginning at a point on the North line of the Northeast quarter of said Section 17 which is N 88° 30' 35" W, 15.00 feet from the Northeast corner of said Section 17, and assuming that the East line of said Northeast quarter bears N 00° 00' 02" W as recorded in Book F-5, Page 473 of said Rich County, Utah records; thence S 00° 00' 02" E parallel with and 15.00 feet Westerly, as measured at a right angle, from the East line of said Northeast quarter, 333.07 feet, more or less, to a point which is 15.00 feet Westerly, as measured at a right angle, from the Westerly right-of-way line of U.S. Highway 89; thence Southwesterly parallel with said right-of-way line, 135.28 feet, more or less, to a point on the South boundary line of record of said parcel of land described in Book F-5, Page 473, in said Rich County, Utah records.