### RIGHT-OF-WAY EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One dollar (\$1.00) and other good and valuable consideration paid to

### G. BURKE SEEGMILLER

hereinafter referred to as GRANTOR, by WASHINGTON CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby warrant and convey unto the GRANTEE, its successor and assigns, a Construction Easement and a Perpetual Easement (Collectively referred to as "the Easements") as hereinafter described over, across, under, and through the following described land of the GRANTOR (Impacted Parcel) situated in Washington County, State of Utah:

### Impacted Parcel(s)

The Southeast Quarter of the Southeast Quarter of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian.

Less and excepting any and all portions within this described parcel owned by or deeded to parties other than G. Burke Seegmiller as recorded (or prepared to be recorded) in the office of the Washington County recorder.

### Easement Widths

The Construction Easement shall be 30 feet in width, 15 feet on each side of the centerline as hereinafter described, and is granted for the time of the original installation of the facilities to be described herein. The Perpetual Easement shall be 15 feet in width, 7.5 feet on each side of the centerline as hereinafter described.

# Centerline Description

Beginning at a point located South 88° 58' 59" East, 1612.96 feet from the South Quarter Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian, said point lying on the South section line of Section 6, and running thence North 23° 55' 56" West, 57.35 feet; thence North 44° 11' 07" West, 473.79 feet; thence North 27° 42' 41" West, 41.04 feet; thence North 05° 17' 06" West, 216.08 feet; thence North 21° 06' 47" West, 48.26 feet; thence North 37° 35' 29" West, 256.70 feet; thence South 82° 12' 19" West 129.61 feet more or less to the West quarter section line serving as the property boundary, or as actually constructed.

# Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the Easement as follows:

A Construction Easement with the right to enter upon the easement and to install and inspect culinary water pipelines and other associated structures and appurtenances, (herein collectively called "Facilities") over, across, under, and through the Easements; and

A Perpetual Easement with the right to enter upon the easement and to inspect, maintain, operate, repair, protect, remove, and replace the Facilities over, across, under, and through the Easements.

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# **Special Conditions**

- If the GRANTOR should, in time, desire to sell water rights appurtenant to his
  property, the GRANTOR agrees to offer said water rights for sale to the GRANTEE, and
  the GRANTEE agrees to purchase said water rights in accordance with the provisions
  set forth in the Gateway Center Annexation agreement as signed by the GRANTOR,
  except the provision that the sale be completed within one year from the date the
  annexation is final is hereby deleted. This Item shall not bind the Grantor to sell the
  water rights.
- 2. The GRANTOR shall be provided with a metered service connection so he may be connected to the municipal water system in the future without connection or impact fees. In addition, the GRANTOR will be provided with two additional metered service connections, to be installed at a later date, without connection or impact fees, to serve two one acre lots at the South East Corner of GRANTOR's property.

The consideration hereinabove recited shall constitute payment in full for the Easements. The GRANTEE, as a condition to the granting of the easements, shall restore or replace in kind, at the GRANTEE's discretion and at the GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the Facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said Easement nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon GRANTOR, his successors and assigns, and shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITHESS WHEREOF, the GRANTOR has executed this instrument this	
day of / 19 , 19 9	<b>5</b>
	6 Buch Sugmitte
STATE OF UTAH	
COUNTY OF Washington	: SS )
On the $19$ day of $3n$	, 19 <u>96</u> , personally appeared
before me G. Buske Seegmiller	
the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.	
••	Moirie D. Pushton
; ;	NOTARYPUBLIC
	VIRGINIA I. RUSHTON NOTARY PUBLIC - STATE of UTAH WASHINGTON CITY OFFICE 111 NORTH 100 EAST WASHINGTON, UT 84780 COMM FXP. 826.08

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