

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 SULLIVAN FAMILY PARTNERSHIP

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 Nonexclusive 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)

ALL OF SECTIONAL LOT SEVEN AND the Southeast Quarter of the Southwest Quarter of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian, Washington County, State of Utah.

LESS AND EXCEPTING FROM THE ABOVE THE FOLLOWING:

Beginning at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence North 660.0 feet; thence West 330.0 feet; thence South 660.0 feet; thence East 330.0 feet to the point of beginning.

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 Nonexclusive 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 1147.48 feet North and 1501.35 feet East of the Southwest Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian, basis of bearing being North 88° 58' 43" West from the South Quarter Corner of Section 6; and running thence South 58° 58' 19" East, 429.76 feet; thence South 30° 07' 49" West, 179.30 feet; thence South 59° 15' 46" West, 51.43 feet; thence South 79° 08' 40" West, 43.19 feet; thence North 79° 22' 50" West, 44.79 feet; thence North 68° 46' 58" West, 270.14 feet; thence North 46° 46' 16" West, 100.41 feet; thence North 44° 02' 27" West, 90.95 feet; thence North 44° 34' 51" West, 90.17 feet; thence North 40° 16' 59" West, 54.63 feet; thence North 72° 20' 50" West, 332.36 feet; thence North 39° 29' 39" West 11.76 feet more or less to the Interstate 15 highway right-of-way, or as 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 Nonexclusive 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.

Special Conditions

- 1. The GRANTEE shall provide to the GRANTOR, as a condition for granting this easement, 10 (ten) 3/4 inch diameter residential water connections. Said residential water connections are to be provided without application of any water Connection Fee, water Impact Fee, or other water Hookup Charge. Residential Water Connections shall include installation of the service piping, valves, and water metering equipment from the main line within the street to the selected lot property line, as is customarily provided for water service connections within the City. GRANTOR agrees to pay for water supplied from these connections at the standard metered rate. GRANTOR shall have the right to use these water connections at any location within the area serviced by the GRANTEE within 200 feet of any existing water main line, and the GRANTOR may sell or otherwise transfer these connections to other parties or individuals without charge or penalty.

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2. At the option of the GRANTOR, the connection and impact fee value of some or all of the 10 residential connections listed in Special Condition # 1, may be applied to offset connection and impact fees for commercial water connections. The value to be applied shall be based on the residential connection and impact fee charges in effect at the time of application. The cost of the commercial connection and impact fees to be offset, shall be the same as is normally charged for other commercial connections of similar use within Washington City at that time.

3. The GRANTEE shall provide a twelve inch valved and capped stub connection from the tank discharge line at the tank site boundary to make water available for future development or subdivision by the GRANTOR or others on top and on both sides of the Washington Black Ridge, South to Old Highway 91 (Telegraph Road).

4. The GRANTEE shall provide erosion control measures along the pipeline easement route from the I-15 Highway right-of-way line to the top of the ridge, thereby reducing or eliminating uncontrolled erosion of the ridge along this route, until such time that normal property development converts this easement route into a roadway.

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 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. The GRANTOR, its assigns and or successors in interest may use the Nonexclusive Perpetual Easement for ingress or egress, and may pave or landscape over the easement, at their expense. The GRANTOR may not use, nor permit other parties to use, the Nonexclusive Perpetual Easement in any manner that may violate applicable laws codes or standards governing municipal culinary water lines.

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 WITNESS WHEREOF, the GRANTOR has executed this instrument this 9th day of February, 19 96.

SULLIVAN FAMILY PARTNERSHIP

BY: Lola Violet Sullivan  
Lola Violet Sullivan, Partner

BY: Kathie E. Bingham  
Kathie E. Bingham, Partner

STATE OF UTAH )  
COUNTY OF WASHINGTON ) : SS

On the 9th day of February, 19 96, personally appeared  
before me LOLA VIOLET SULLIVAN & KATHIE E. BINGHAM

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC  
LARRY T. BLAKE  
40 SOUTH 100 EAST  
ST GEORGE, UT 84770  
My Commission Expires DEC 28 1997  
State of Utah

Larry T. Blake  
NOTARY PUBLIC LARRY T. BLAKE

IN WITNESS WHEREOF, the GRANTEE hereby acknowledges and accepts the special instrument this 9th day of February, 19 96

Terrill B. Clove, Mayor  
Terrill B. Clove, Mayor



City Recorder