

EASEMENT

**Fund: School
Easement No. 365**

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTOR, in consideration of eight complete water hookups, plus a 600.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay an administrative fee as provided by Trust Lands Administration Rules R850-40-1800 and R850-4-100, as amended or replaced, to the GRANTOR on or before January 1, 1999, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Washington City, 111 North 100 East, Washington City, Utah 84780, GRANTEE, the right to construct, operate, repair and maintain a culinary water line on state trust lands described as follows:

**Township 41 South, Range 15 West, SLB&M
Section 36:**

Description of the required Easement Centerline from the Grapevine Wash Well Site to the Interstate 15 Highway right-of-way (I-15-North)

Beginning at a point that is located 1109.81 feet North and 441.60 ft West, more or less from the East Quarter of Section 36, T41S, R15W, SLB&M, basis of being South 1°10'23" West from the Northeast section corner of section 36, and running thence South 26°46'59" East 47.70 feet; thence South 04°58'14" West 507.05 feet; thence South 13°26'10" West 232.84 feet; thence South 02°29'11" West 578.05 ft; thence South 11°07'52" West 455.68 feet; thence South 22°11'48" West 235.50 ft; thence South 25°39'28" West 342.75 feet; thence South 32°11'36" West 239.73 ft; thence South 32°57'49" East 355.77 feet; thence South 24°07'10" East 102.33 ft; thence South 00°47'08" West 462.50 feet; thence South 06°07'49" East 295.18 ft; thence South 29°47'19" East 455.18 feet; thence South 18°24'57" West 189.30 ft; thence South 04°37'53" West 96.92 feet; thence South 08°21'25" West 798.92 feet; thence South 10°30'25" West 375.46 feet; thence South 01°26'45" East 199.77 ft; thence South 39°45'23" East 967.87 feet; thence South 67°06'53" East 377.99 ft; thence South 40°58'54" East 265.35 feet; thence South 05°43'56" East 261.45 ft; thence South 32°01'17" East 320.01 feet; thence South 54°55'13" East 115.00 ft; thence South 39°49'41" East 230.00 feet; thence South 88°34'46" East 173.95 ft; thence South 32°31'52" East 156.53 ft, more or less to the North Interstate 15 Highway right-of-way line. The total length of this segment is 8898.62 feet and the width is 15 feet, containing 3.04 acres.

**Township 42 South, Range 15 West, SLB&M
Section 1:**

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**RUSSELL SHIRTS * WASHINGTON CO RECORDER
1996 APR 24 15:25 PM FEE \$1.00 BY CB
FOR: WASHINGTON CITY**

Township 42 South, Range 14 West, SLB&M

Section 6:

Description of the required Easement Centerline from the Washington Black Ridge Tank Site to the private property boundary, containing all of the Southeast Quarter of the Southeast Quarter of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian (T-S6PP).

Beginning at a point located 1346.44 feet North and 1429.76 feet West of the South Quarter Corner of Section 6, T42S, R14W, SLB&M, basis of bearing being South 88°58'43" East from the Southwest corner of Section 6; and running thence North 57°48'01" East 91.22 feet; thence North 73°21'21" East 667.17 feet; thence North 73°37'04" East 348.78 feet; thence North 72°53'07" East 242.22 feet; thence South 86°36'24" East 114.03 feet; thence South 67°34'38" East 126.14 feet; thence South 57°32'31" East 55.78 feet; thence South 41°23'09" East 155.34 feet; thence South 57°21'53" East 212.14 feet; thence South 84°09'37" East 107.45 feet; thence South 48°06'38" East 171.80 feet; thence South 39°29'12" East 29.64 feet; thence South 13°42'09" East 41.20 feet; thence South 05°46'38" East 30.09 feet; thence South 19°31'30" East 28.20 feet; thence South 43°26'04" East 69.02 feet; thence South 55°09'05" East 36.50 feet; thence South 68°10'31" East 107.67 feet; thence South 61°13'42" East 38.76 feet; thence South 01°03'09" East 221.52 feet; thence North 82°12'19" East 15.10 feet more or less to the West Boundary of the Southeast Quarter of the Southeast Quarter of Section 6, which is private property. The total length of this segment is 2909.77 feet and the width is 15 feet, containing 1.00 acres.

Section 7:

Description of the required Easement Centerline from the Private Property Boundary on the North line of Section 7, Township 42 South, Range 14 West, Salt Lake Base and Meridian, to Telegraph Road, said road being the same as Old Highway 91 (S6PP-TEL).

Beginning at a point located more or less 22.46 ft north and 1265.16 ft west of the NE corner of Section 7, T42S, R15W, SLB&M, basis of bearing North 2°26'20" West from the East quarter corner of Section 7, said point lying along the North section line of Section 7, and lying within a roadway; and running thence South 23°55'56" East 46.26 feet; thence South 57°24'46" East 35.00 feet; thence South 66°59'51" East 31.06 feet; thence South 76°33'43" East 15.73 feet; thence South 78°09'09" East 65.73 feet; thence South 74°08'26" East 83.70 feet; thence South 70°27'48" East 21.39 feet; thence South 69°39'39" East 48.31 feet; thence South 61°25'15" East 37.82 feet; thence South 56°11'53" East 17.76 feet; thence South 41°22'43" East 21.01 feet; thence South 32°47'58" East 20.16 feet; thence South 20°28'35" East 43.41 feet; thence South 13°07'18" East 97.26 feet; thence South 10°37'38" East 171.73 feet; thence South 12°05'34" East 17.90 feet; thence South 16°35'49" East 39.58 feet; thence South

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15°32'16" East 92.96 feet; thence South 17°57'34" East 37.50 feet; thence South 17°42'39" East 302.97 feet; thence South 19°43'38" East 106.45 ft; thence South 13°41'27" East 172.54 feet; thence South 21°09'09" East 100.80 ft; thence South 19°13'23" East 67.86 feet; thence South 15°35'33" East 38.69 feet; thence South 10°50'50" East 60.68 feet; thence South 07°56'30" East 146.29 feet; thence South 07°51'17" East 83.35 feet; thence South 09°10'45" East 189.17 feet; thence South 08°18'40" East 65.24 feet; thence South 10°24'30" East 146.50 feet; thence South 06°42'20" East 88.85 feet; thence South 04°46'39" East 59.85 feet; thence South 07°09'13" East 45.20 feet; thence South 07°41'04" East 66.66 feet; thence South 08°26'27" East 156.41 feet; thence South 07°18'57" East 104.43 feet; thence South 06°21'27" East 69.12 feet; thence South 00°27'20" East 105.50 feet; thence South 05°39'34" West 85.30 feet; thence South 05°13'46" West 248.92 feet; thence South 04°48'02" West 133.08 feet; thence South 09°35'47" West 45.76 feet; thence South 12°51'32" West 58.37 feet; thence South 16°02'02" West 58.40 feet; thence South 19°57'37" West 44.40 feet; thence South 18°50'49" West 148.31 feet; thence South 18°27'39" West 199.21 ft; thence South 18°51'30" West 124.01 ft; thence South 20°50'17" West 43.93 feet; thence South 18°41'34" West 38.69 feet; thence South 16°31'52" West 408.77 feet; thence South 29°17'24" East 210.78 feet more or less to the North right-of-way boundary for Old Highway 91 (Telegraph Road). The total length of this segment is 4968.66 feet and the width is 15 feet, containing 1.71 acres.

TO HAVE AND TO HOLD for a term of 30 years subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth. This easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said culinary water line, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said culinary water line, so long as the easement shall remain in force and effect.

2. GRANTOR reserves the right to relocate or modify the easement, in whole or in part, as may be necessary to satisfy the interests of the GRANTOR for the use of the dominant estate or the adjoining lands. The cost of such relocation shall be at GRANTEE's sole expense. The relocated or modified easement shall provide GRANTEE with access substantially equivalent as necessary for the purposes of the grant.

3. GRANTEE shall have sixty (60) days after the expiration of the terms of this

easement to remove said culinary water line, if GRANTOR determines it is in the GRANTOR's best interest, and upon written notification from GRANTOR. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

4. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

5. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Trust Lands Administration a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

6. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees.

7. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the (GRANTOR) to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

8. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE at the last known address of GRANTEE appearing on the GRANTOR'S records.

9. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

10. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder, or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

11. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

12. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

13. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

14. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

15. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

16. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

17. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.

18. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received a small forest products permit or timber contract from the GRANTOR.

19. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 63-18-27 Utah Code Annotated (1953) as amended.

20. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

21. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

22. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

23. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Washington City
111 North 100 East
Washington City, Utah 84780

or at any such other address as GRANTEE may from time to time designate by written notice

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to GRANTOR.

24. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 19th day of April, 1996, by the Director.

GRANTOR: STATE OF UTAH
School and Institutional
Trust Lands Administration
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180-1204

By: David T. Terry
DAVID T. TERRY, DIRECTOR

GRANTEE: WASHINGTON CITY
111 NORTH 100 EAST
WASHINGTON CITY, UTAH 84780

By: Terrill B. Clove
Terrill B. Clove, Mayor

APPROVED AS TO FORM
JAN GRAHAM
ATTORNEY GENERAL

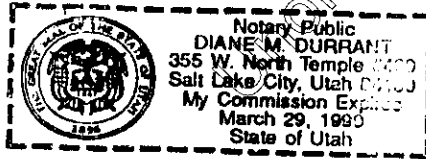
BY: s/ Frederick P. McBrier
Assistant Attorney General

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STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 19th day of April, 1996, personally appeared before me David T. Terry, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires: 3/29/99
Diane M. Durrant
Notary Public



STATE OF UTAH)
COUNTY OF) §

On the 16th day of April, 1996, personally appeared before me Terrill B. Clove, who being duly sworn did say that he is the mayor of WASHINGTON CITY and authorized to execute the above instrument.

My commission expires: 8-26-98
Virginia I. Rushton
Notary Public

