

When Recorded Return to:

Ash Creek Special Service Dist.

111 South Main

LaVerkin, Utah 84745

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 L. Lane Blackmore, hereinafter referred to as GRANTOR, by ASH CREEK SPECIAL SERVICE DISTRICT, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successors and assigns, a construction easement and a perpetual easement (collectively referred to as "the easements") as hereinafter described over, across, under and through certain land of the GRANTOR, to construct, reconstruct, install, replace, remove, repair and maintain an underground sewer pipeline or pipelines, together with the right of ingress and egress through any adjacent lands of the GRANTOR, in Washington County, State of Utah, and more particularly as follows.

The construction easement shall be fifty (50) feet in width, twenty-five (25) feet on each side of the centerline as hereinafter described, granted for the time of original installation of the facilities to be described herein. The perpetual easement shall be fifteen (15) feet in width, seven and one-half (7½) feet on each side of the centerline as hereinafter described. The facilities shall be constructed within this easement.

The centerline for the construction and perpetual easement granted hereby shall be as follows:

Beginning at a point N.8°30'36"W., along the Section Line, 188.47 feet, and S.0°14'E. 15.93 feet from the Northeast Corner of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian, which point is the center of an existing sewer manhole; thence running N.8°30'34"W. 330.27 feet; thence N.0°14'W. 212.17 feet to the center of an existing manhole.

GRANTOR hereby grants to GRANTEE the temporary use of such adjacent land of GRANTOR as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, or over said strip of land by the GRANTOR to any person, firm or corporation without the previous written consent of said GRANTEE.

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
1997 APR 21 12:17 PM FEE \$12.00 BY SG
FOR: HOME COMPANY

GRANTOR, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right of way without the prior written consent of GRANTEE.

GRANTOR, and his successors and assigns, further agree that no building, fences, walls or other structures of any kind, shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and no shrubs, trees or other plants or vegetation shall be placed, planted or maintained in the portion of easement and right-of-way, and that no changes in the alignment or grading of any such road will be made without prior written consent of the GRANTEE.

GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and to trim, cut down or clear away any trees and brush whenever in GRANTEE's judgment it is necessary for the convenience and sage exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner which will not interfere with GRANTOR'S reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

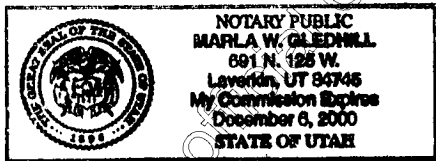
IN WITNESS WHEREOF, GRANTOR has executed this instrument this 14th day of April, 1997.

GRANTOR(S):

[Handwritten signature]

STATE OF UTAH)
COUNTY OF WASHINGTON)

On the 14th day of April, 1997, personally appeared before me D. Lane Blackmore who being duly sworn, did say that he/she/they executed the within and foregoing instrument for the reasons stated therein.



Marla W. Gledhill
NOTARY PUBLIC

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