

## JOANN SMITH - OUTFALL EASEMENT

WE, THE UNDERSIGNED owners of real property situated and located in Morgan County, State of Utah, do hereby convey, grant, and release to Mountain Green Sewer Improvement District, Morgan County, State of Utah, an easement and right-of-way for a sanitary sewer and related facilities, over, under, and through the following described real property situated in Morgan County, State of Utah, and more particularly described as follows:

Said property being described as follows: Beginning at a point which lies west 380.19 feet and north 645.96 feet of the center of Section 26, T 5 N, R 1 E of SLB&M. Said point lying on the south line of Old Highway and running thence S 1311.41 feet to north line of New Interstate; thence N 83° 24' 45" west along said north line 1599.52 feet; thence N 05° 30' 00" West 1029.56 feet to said South line of Old Highway; thence N 85° 37' 52" east along said south line 872.76 feet; thence N 87° 26' 09" east along said south line 818.23 feet to the point of beginning.

A twenty-foot wide perpetual easement centered about a line described as follows: Commencing at a point on the westerly boundary of the above described property, said point being N 05° 30' 00" W 10 feet along the westerly boundary line from the Southwest Corner of said property; thence S 83° 24' 45" E 690 feet more or less along the north line of the Interstate Right-of-way to the easterly boundary line of said property.

Together with a continuous and contiguous 30-foot wide temporary construction easement located along the north side of the permanent easement, which construction easement shall serve through the construction contract period and thereafter terminate upon final approval and inspection by The Mountain Green Sewer Improvement District and the Grantor(s).

This easement is granted in consideration for the construction of the above described pipeline and related facilities for the improvement of real property owned by the Grantor(s) along with \$10.00 and other good and valuable consideration.

Grantor(s) hereby agree that Mountain Green Sewer Improvement District shall have the right of ingress to and egress from the property above described for the purpose of constructing, maintaining, and repairing said certain pipeline and related facilities, to be located on the above described property.

The Grantor(s) hereby agree not to construct or maintain any building or structure of a permanent nature upon the perpetual easement above described.

Construction shall proceed in such a manner to minimize the impact on improved landscaping. After construction all disturbed ground surfaces within the proposed easements will be smoothed to conform to existing grades and improved landscaping such as trees, shrubs, sod, and appurtenances will be restored to original condition in so far as practicable.

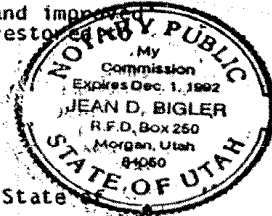
DATED this 30th day of June, 1989.

Signed: Joann K. Smith PRESIDENT  
Joann Smith Investment Company

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for the State of Utah, on this day and year above written.

Notary Public:

Residing at: 1011 N. Main, P.O. Box 250 Commission Expires: 12-1-92



Entry No. 58553 Book M 73  
RECORDED 11-29-89 9:08 A M Page 259  
REQUEST of MT. Geronimo  
FEE Betty L. Geronimo, Morgan Co. B.  
By Betty L. Geronimo

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