

00895990 Bk 1663 Pg 1287  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2004 AUG 18 13:31 PM FEE \$.00 BY AMH  
FOR: WASHINGTON CITY

WHEN RECORDED MAIL TO:  
WASHINGTON CITY  
C/O Sunrise Engineering, Inc.  
11 North 300 West  
Washington, UT 84780

### **RIGHT-OF-WAY AND EASEMENT GRANT**

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, LIMITED PARTNERSHIP**

herein referred to as GRANTOR, by the CITY OF WASHINGTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey into the GRANTEE, its successors and assigns, an easement with the right to lay, maintain, operate, repair, inspect, protect, install, remove and replace pipelines, valves, and other pipeline facilities (hereinafter "FACILITIES"), over, across and through a portion of the land of the GRANTOR adjacent to Interstate 15 as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

The facilities easement may partially, or completely, lie within GRANTOR's property which is further identified as WASHINGTON COUNTY PARCEL ID #W-4-2-6-321.

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

A TEMPORARY CONSTRUCTION EASEMENT, 40 feet total width, with the right to construct, inspect, repair, and replace FACILITIES over, across, under and through the easement.

A PERPETUAL EASEMENT, 20 feet total width, with the right to inspect, maintain, operate, repair, protect, remove and replace FACILITIES over, across, under and through the easement.

So long as such FACILITIES shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property on and adjacent to said easements as may be necessary in connection with the construction, maintenance, repair, removal or replacement of the FACILITIES. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

The GRANTEE, as a condition to the granting of the easements, shall pay damages, restore or replace, in kind, at the GRANTEE's discretion and the GRANTEE's expense; fences, crops, roads, underground pipes and other improvements in the event such is

damaged by the construction, maintenance, repair, replacement or removal of the FACILITIES.

The GRANTOR shall not build or construct, not permit to be built or constructed, any building or other improvement over, across or under said easements, nor change the contour thereof, without the written consent of the GRANTEE. The easements granted shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and successors and assigns of the GRANTEE and may be assigned in whole or in part by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2004.

SULLIVAN FAMILY PARTNERSHIP  
Limited Partnership

By: *Patricia Stanley*  
General Partner

By: *Janice K. Ray*  
General Partner

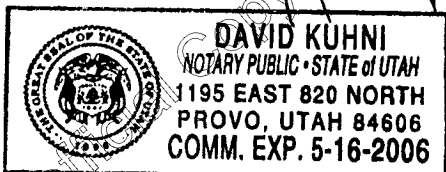
STATE OF UTAH )  
COUNTY OF *Utah* :SS

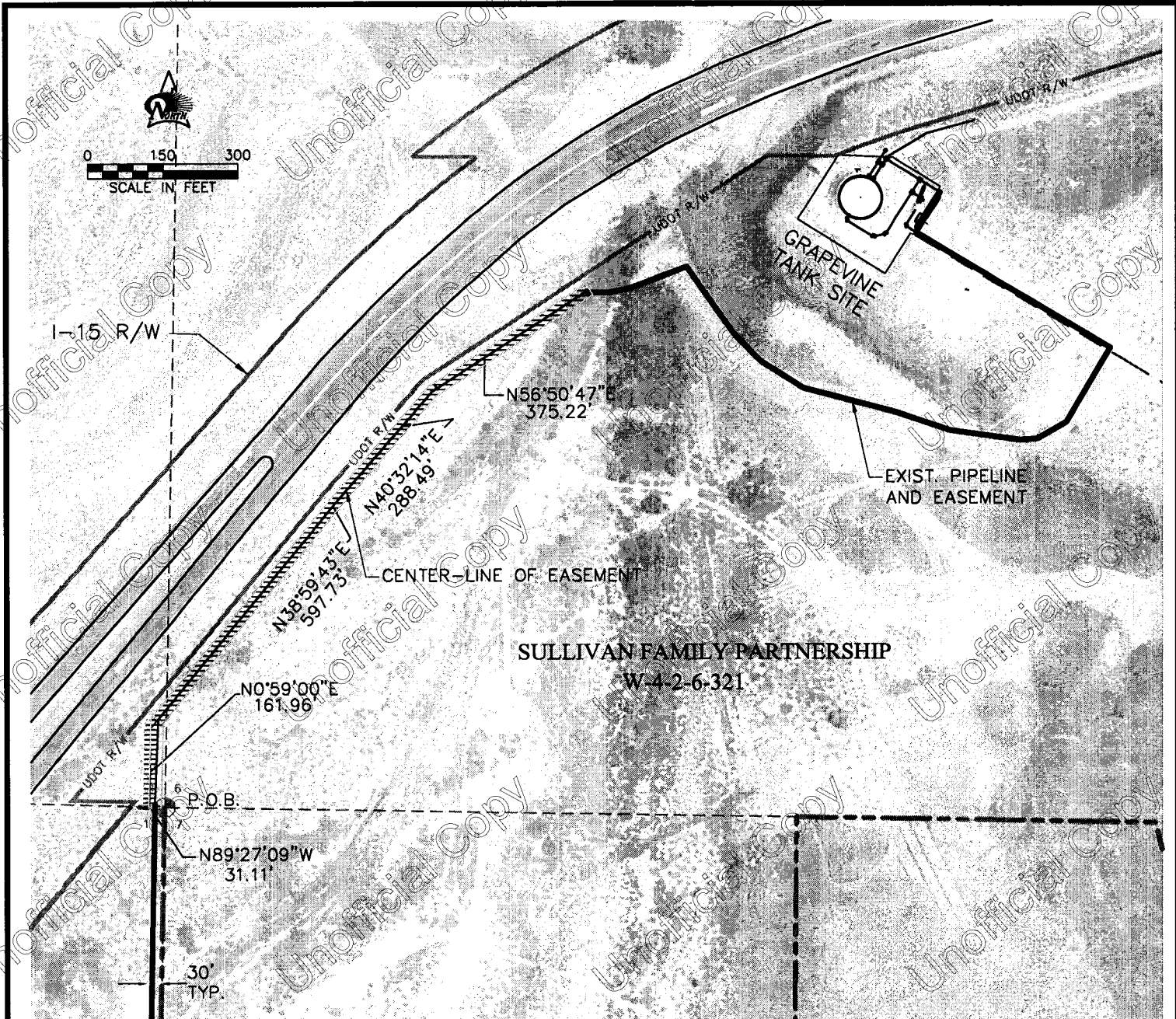
Personally appeared before me *Janice K. Ray* and *Patricia Stanley* on the *21st* day of *July*, 2004, the signer(s) of the above instrument who duly acknowledge to me that they executed the same on behalf of the above named partnership.

I am notizing Patricia Stanley's Signature only.

Notary Public

*Cindy Smith*





BEGINNING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND TRAVERSING THENCE N89°27'09"W 31.11 FEET MORE OR LESS, TO THE POINT OF BEGINNING OF A 20 FOOT WIDE PERPETUAL EASEMENT, WHICH IS ALSO THE POINT OF BEGINNING OF A 40 FOOT WIDE CONSTRUCTION EASEMENT; THE FOLLOWING FOUR COURSES BEING THE CENTER-LINE OF THE EASEMENT:

N 0°59'00" E 161.96 FEET, MORE OR LESS; THENCE  
 N 38°59'43" E 597.33 FEET, MORE OR LESS; THENCE  
 N 40°32'14" E 288.49 FEET, MORE OR LESS; THENCE  
 N 56°50'47" E 375.22 FEET, MORE OR LESS, OR  
 AS ACTUALLY CONSTRUCTED.

GRANTORS: SULLIVAN FAMILY PARTNERSHIP  
 PARCEL ID: W-4-2-6-321

**SUNRISE ENGINEERING, INC.**

**CONSULTING ENGINEERS & LAND SURVEYORS**

11 North 300 West Washington, Utah



**EXHIBIT "A"**

SULLIVAN PROPERTY EASEMENT EXHIBIT