

When Recorded Return to:
Gilson Engineering
12401 S. 450 East Bld. C2
Draper, Utah 84020

ENT 196231:2003 PG 1 of 2 !!!
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Dec 15 11:31 am FEE 12.00 BY KH
RECORDED FOR JOHNSON, PAUL E

PARCEL I.D.# 58-035-0008
GRANTOR(S): Kerry R. Posey
Bobbie M. Posey

CORRECTED EASEMENT

A Fifteen (15) foot wide water line easement located in the Northeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. This easement is intended to correct an existing 20' and 15' water line easement that is believed to have been executed but does not appear to have been recorded (the "Prior Easement"). The Easement set out herein follows the existing water line as it currently exists in the ground.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR(S) hereby grant, convey, sell, and set over unto the Town of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, valves, valve boxes and other water transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip fifteen (15) feet wide, said strip extending seven (7.5) feet on each side of, and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Grantor's east property line, said point lies approximately North 89°37'33" East for 2474.76 feet, more or less, along the North line of the Northeast Quarter of said Section 23, and South for 1347.11 feet, more or less, from the North Quarter Corner of said Section 23 (Basis of Bearing North 89°37'33" East for 2435.89 feet between the North Quarter Corner of said Section 23, and a witness corner for the Northeast Corner of said Section 23), said point also being at the center line of an existing water line; thence following said existing water line the following four (4) courses: 1) North 68°48'14" West for 122.99 feet, more or less; 2) South 89°55'05" West for 1424.07 feet, more or less; 3) North 87°58'00" West for 877.88 feet, more or less, to a point on the Grantor's west property line; 4) North 87°58'00" West for 14.57 feet, more or less, to the POINT OF ENDING, said point lying South 02°00'31" East for 1257.62 feet from the North Quarter Corner of said Section 23.

contains approx. 36,593 sq. ft. 0.84-acre (approx. 2,440 l.f.)
affects Grantor's property approx. 36,374 sq. ft. 0.84-acre (approx. 2,425 l.f.)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents, and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S property along and

adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR(S) shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or the flow of ingress and egress through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

(1) ENT 196231:2003 PG 2 of 2

GRANTOR(S) shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

The Prior Easement is hereby vacated and released and is replaced by this Easement.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 10th day of August, 2003.

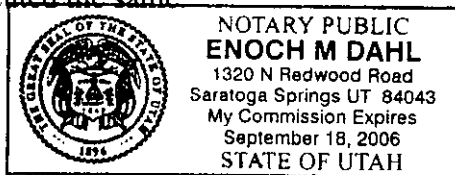
| | | |
|----------------------------|---|------------------------|
| <u>County Parcel No.</u> | <u>Acreage</u> | <u>GRANTOR(S)</u> |
| 58-035-0008 | Contains: 0.84-acre (approx. 2,440 l. f.) | Kerry R. Posey |
| affects Grantor's Property | Contains: 0.84-acre (approx. 2,425 l. f.) | Bobbie M. Posey |

By: *Kerry R. Posey*
Kerry R. Posey

By: *Bobbie M. Posey*
Bobbie M. Posey

STATE OF UTAH)
) :SS.
COUNTY OF)

On the 6 day of August, 2003, Kerry R. and Bobbie M. Posey, the signers of the above instrument, personally appeared before me and duly acknowledged to me they executed the same



[Signature]
Notary Public

My Commission Expires: 9/18/06

Residing at: 1320 N. Redwood Rd.