

WHEN RECORDED, MAIL TO:
City of Tooele
90 North Main
Tooele, Utah 84074

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Date 11-SEP-1998 12:26pm
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DONNA S. MCKENDRICK, Recorder
Filed By R80
For TOOELE CITY CORPORATION
TOOELE COUNTY CORPORATION

EASEMENT
(Corporation)
Tooele County

Parcel No. 3B-6B, 9B & 10B
Project No. 596-143-03

Clegg Livestock Co. Inc. and Lazy C Cattle Co., Inc., (both Utah corporations) and Joseph Bruce Clegg Family Trust, herein collectively called GRANTOR, in consideration of the herein contained terms, hereby grants to Tooele City, a Utah municipal corporation, GRANTEE, the right to construct, operate, repair and maintain a perpetual easement for the construction and maintenance of a sanitary sewer interceptor line and a temporary construction easement to facilitate the construction of the sanitary sewer interceptor line.

The perpetual easement as described in attached Exhibit "A" shall be for the purpose of constructing, operating, repairing and maintaining a sanitary sewer interceptor line. The temporary construction easement as described in attached Exhibit "B" shall be for the purpose of providing access to and facilitating the construction of the sanitary sewer interceptor line. The temporary construction easement is intended to automatically extinguish upon completion of construction of said interceptor line. The property described by Exhibits "A" and "B" shall hereinafter be referred to as PROPERTY.

TO HAVE AND TO HOLD for a perpetual easement subject to the following terms and conditions and any valid and existing rights:

1. GRANTEE shall permit and allow for the installation of three permanent stock watering facilities, consisting of a 3/4 inch water service connection, an approved backflow prevention device, both installed in accordance with City standards as required by the City Director of Public Works, and a stock watering trough unit. There shall be three such troughs installed by Tooele County under separate agreement along what will eventually be 2400 North Street between Sheep Lane and 1200 West Street in Sections 7 and 12 of Township 3 South and Ranges 4 West and 5 West, respectively. The GRANTEE shall permit the three connection points and supply culinary water to be used for stock watering purposes. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. The GRANTEE shall not require a meter to be installed and shall charge GRANTOR the City's regular 3/4-inch meter monthly rate (base and usage fees), the usage fees being calculated based on an equivalency calculation of 10 gallons per head of livestock per day. For purposes of calculating the monthly fee, GRANTOR shall

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provide GRANTEE with their head count of livestock for the given month. In addition, the GRANTEE finds that the connections do not impact GRANTEE's culinary capital systems and, therefore, agrees to waive any impact fees that would otherwise be required by Tooele City ordinance. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTEE shall allow such connections to continue until GRANTOR notifies the GRANTEE of their desire to terminate such connections, or until abandoned as defined by Utah law. The cost of installation of these stock watering facilities and connections to the City waterline are the sole responsibility of GRANTOR and are not to be borne by GRANTEE. For any connections made to the City waterline for stock watering purposes, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to said stock watering facilities, then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTOR and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.

2. Two additional stock water connections shall be allowed by GRANTEE in Section 6, Township 3 South, Range 4 West, immediately west of the new wastewater treatment plant, provided GRANTOR leases land in Section 6. These additional stock water connections shall be provided to GRANTOR at the same cost as the City's regular 3/4-inch meter base and usage fees for each stock water connection made by GRANTOR. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. The cost of installing these additional connections including the service connection, backflow prevention device and stock watering trough shall be borne by the GRANTOR, however, GRANTEE agrees to waive any impact fees associated with these connections, for the reason stated above, and only assess the monthly user charges. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTEE will not unreasonably withhold approval for these additional stock water connection points. For any connections made to the City waterline, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to those stock watering facilities then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTORS and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.

3. GRANTOR shall have the right, at their expense, to make up to four additional connections for stock watering purposes to provide stock water to the northern portion of GRANTOR's properties and install pipelines to transport water north from the City water main lines that supplies the Deseret Peak County Complex. Each additional connection will be charged at the same rate previously described herein and any impact fee shall be waived for the reason stated above. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR shall be responsible to make connections in a fashion approved by the City and shall install approved backflow prevention devices for each connection. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. All facilities shall be installed at GRANTORS' expense; however, the GRANTEE will not unreasonably withhold approval for these additional stock water connection points. For any connections made to the City waterline, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to those stock watering facilities then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTORS and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.
4. GRANTOR leases properties from Tooele Associates, the England family, the Wayne Shields family, the State of Utah, Dee Curtis and Poulton Investment Co., generally described as Sections 4, 6, 7, 9, 16, 17, 18 in Township 3 South and Range 4 West which properties will require stock water until such time as grazing becomes impractical due to the cancellation of the leases. Stock water is currently delivered to said properties using a system of open ditches and ponds conducting and storing effluent from the present Tooele City wastewater treatment plant. GRANTEE shall not cut off or otherwise interfere with said existing distribution system until deemed necessary by the City to facilitate the City's new wastewater treatment plant and associated water reclamation facilities. After the new plant comes on line, GRANTOR shall have the right, at their expense, to make up to four additional connections to City water mains for stock watering purposes on the above described leased properties. Each additional connection will be charged at the same rate previously described herein and any impact or connection fees shall be waived. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR shall be responsible to make connections in a fashion approved by the City and shall install approved backflow prevention devices for each connection. GRANTOR shall avoid waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and

be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. All facilities shall be installed at GRANTOR's expense; however, the GRANTEE will not unreasonably withhold approval for these additional stock water connection points. The GRANTOR intends to use the culinary water at this time for stock watering purposes. In the event that the use of the water changes then GRANTOR will be required to comply with all Tooele City Ordinances and regulations concerning culinary water usage.

5. Additionally GRANTOR and the Howard J. Clegg Grandchildren's Trust own or rent properties to the southeast of the Property, including PROPERTY near the present Tooele City sewer plant, as well as the Bruce Clegg property more particularly described as SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 9, Township 3 South, Range 4 West, SLB&M. All of these leased and owned properties have historically obtained stock water from the effluent from said present wastewater treatment plant, which is soon to close down. With respect to all such properties which currently receive stock water from the present plant and to the extent Tooele City has culinary water infrastructure and flow reasonably accessible to such points of need, GRANTORS shall be entitled to make up to four additional connections to City culinary water lines to provide stock water for these properties at the same rate discussed herein for each connection point, provided that GRANTOR provides necessary watering facilities including approved backflow protection devices, transport lines or methods (including trucking) and avoids waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR intends to use the culinary water at this time for stock watering purposes. In the event that the use of the water changes then GRANTOR will be required to comply with all Tooele City Ordinances and regulations concerning culinary water usage.
6. GRANTEE shall use reasonable and prudent construction methods to avoid unnecessary damage to the Property during the construction phase and any subsequent maintenance and repair activities. GRANTEE shall bring the ground surface back to grade and smooth and reseed it to dryland range grasses following installation and after any subsequent activity. Any surface evidence of GRANTEE'S work, such as manholes or pressure-relief stations, shall be constructed and maintained so as to create no unreasonable risk of harm to livestock or motor vehicles used in connection with livestock. The GRANTEE shall be deemed to have met its responsibility of creating "no unreasonable risk" by properly performing the following: Repairing any fences damaged by installation or maintenance activities of the GRANTEE, installing and maintaining visible markers identifying any above ground facilities installed by GRANTEE and installing and maintaining proper lids or covers on all below ground facilities.
7. GRANTOR anticipates utilizing the black-plastic-pipe burying machine of Glen Hamilton, or equivalent, which causes minimal surface and subsurface disturbance. GRANTEE

shall allow said lines to be placed along and across properties owned or controlled by GRANTEE such as, but not limited to, Cochrane Lane, Rogers Street, McKeller Street, 2000 and 2400 North Streets, the former WPRR right-of-way, etc. The GRANTOR shall be responsible to provide a design of these waterline crossings and obtain City approval prior to constructing such lines. Such approval shall not unreasonably be withheld. All construction, installation, and remediation will be to City standards as required by the City Director of Public Works.

8. Tooele City shall allow GRANTOR to make approved connections into its sewer interceptor line "B" at any manhole on or adjoining GRANTOR'S property when the new wastewater treatment plant becomes functional; however, GRANTOR will be responsible to design, and obtain from the City Director of Public Works, approval of the design prior to making any connections. Normal and routine sewer fees shall not be waived by Tooele City.
9. It is understood that the GRANTEE shall have the right to assign use of this easement to other parties for the purpose of providing either culinary or secondary water distribution and sanitary sewer collection and conveyance. GRANTOR does not convey this easement for any utility purposes other than those directly associated with culinary and secondary water distribution and sanitary sewage collection and transport.
10. All parties agree that, should any of them default in any of the covenants or agreements herein contained and suit is brought to either enforce performance or to recover damages for the breach thereof, the prevailing party in litigation shall be entitled to recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing any of the covenants or obligations created by the granting and accepting of this easement or in pursuing any remedy provided hereunder or by applicable law.
11. This contract is binding upon and inures to the benefit of the personal representatives, heirs, successors and assigns of the respective parties hereto.
12. This contract contains the entire agreement between the parties hereto. Any provisions hereof not enforceable under the laws of the State of Utah shall not affect the validity of any other provisions hereof.

IN WITNESS WHEREOF, the GRANTOR have caused these presents to be executed this
26th day of August, 1988.

GRANTOR:

LAZY C CATTLE COMPANY, INC.

By: [Signature]
Title: President

CLEGG LIVESTOCK COMPANY, INC.

By: [Signature]
Title: President

JOSEPH BRUCE CLEGG FAMILY TRUST

By: [Signature]
Title: Trustee

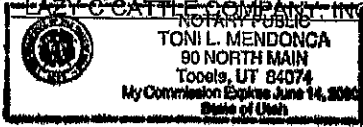
GRANTEE:

TOOELE CITY CORPORATION

By: [Signature]
Title: Mayor

STATE OF UTAH)
COUNTY OF TOOELE)

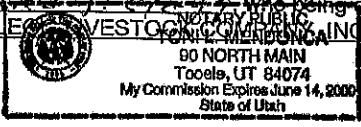
On the 26th Day of August, 1998, personally appeared before me
H. James Clegg who being duly sworn did say that he is the President
of H. JAMES CLEGG CATTLE COMPANY, INC., and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
COUNTY OF TOOELE)

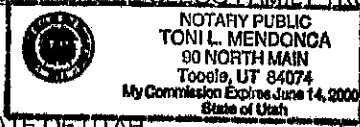
On the 20th Day of August, 1998, personally appeared before me
Howard J. Clegg who being duly sworn did say that he is the President
of CLEGG VESTING COMPANY, INC., and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
COUNTY OF TOOELE)

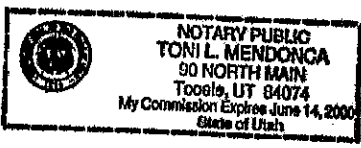
On the 10th Day of September, 1998, personally appeared before me
J. Bruce Clegg who being duly sworn did say that he is the Trustee of
JOSEPH BRUCE CLEGG FAMILY TRUST, and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
COUNTY OF TOOELE)

On the 26 Day of Aug., 1994, personally appeared before me
CHARLIE ROBERTS who being duly sworn did say that he is the Mayor of
TOOELE CITY CORPORATION, and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

EXHIBIT A

PERPETUAL EASEMENT LEGAL DESCRIPTION
PARCEL NOs 3B, 5B AND 9B

PARCEL 3B:CORP pt of 3-47-5

A perpetual easement upon part of an entire tract of property, located in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor Line "B", known as Project No. 596-143-03.

3-47-5
3-47-7
3-47-2

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 00°20'22" E along the section line 1300.59 feet from the NW corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence along said section line S 00°20'22" E 30.00 feet; thence S 89°41'41" W 12.24 feet; thence S 00°22'17" E 2371.16 feet; thence S 89°31'00" W 30.00 feet; thence N 00°22'17" W 2401.26 feet; thence N 89°41'41" E 42.25 feet to the point of beginning.

The said tract of land contains 1.660 acres more or less.

The Basis of Bearing is between the NW corner and the W $\frac{1}{4}$ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°20'22" East 2640.84 feet both being found Tooele County Survey Monuments).

PARCEL 5B:LLC pt of 3-47-2

A perpetual easement upon part of an entire tract of property, located in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor Line "B", known as Project No. 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'00" W 11.14 feet and S 00°21'05" E 1060.88 feet along the west line of the SW $\frac{1}{4}$ of Section 7 from the W $\frac{1}{4}$ corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence S 00°22'17" East 1283.49 feet to a point which lies on the Tooele County Right-of-Way; thence N 67°18'33" West along said county right-of-way 32.61 feet; thence N 00°22'17" West 1270.65 feet; thence N 89°31'00" East 30.00 feet to the point of beginning.

The said tract of land contains 0.864 acres more or less.

The Basis of Bearing is between the W¼ corner and the SW¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°21'05" East 2640.98 feet both being found Tooele County Survey Monuments.

PARCEL 9B:LLC

pt of 2-146-3 # 3-47-2

A perpetual easement upon part of an entire tract of property, located in the SE¼ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, and the SE¼ of Section 13, TWN 3S., RNG 5W., SLB&M, Tooele County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor Line "B", known as Project No. 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'32" W 10.58 feet from the SW corner of Section 7, TWN 3S., RNG 4W., SLB&M (a found Tooele County Survey Monument); running thence S 00°22'17" 489.46 feet; thence S 07°23'21" W 168.03 feet, thence S 21°32'02" W 317.11 feet; thence S 35°59'34" W 316.20 feet; thence S 43°13'19" W 342.51 feet to a point which lies on the Northwestern boundary of Tooele City; thence S 89°29'14" W 41.52 feet along said boundary; thence N 43°13'19" E 369.26 feet; thence N 35°59'34" E 310.50 feet; thence N 21°32'02" E 309.58 feet; thence N 07°23'21" E 162.28 feet; thence N 00°22'17" W 498.12 feet; thence N 89°31'32" E 30.00 feet to the point of beginning.

The said tract of land contains 1.130 acres more or less.

The Basis of Bearing is between the NW corner and the W¼ corner of Section 18, Township 3 South, Range 4 West, SLB&M (measured South 00°20'37" East 2643.36 feet both being found Tooele County Survey Monuments.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION
PARCEL NOS 4B, 6B AND 10B

PARCEL 4B:CORP ^{PROF} 3-47-5

A temporary construction easement upon part of an entire tract of property, located in the NE¼ and the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said Interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 00°20'22" E along the section line 1290.59 feet from the NW corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence along said section line S 00°20'22" E 50.00 feet; thence S 89°41'41" W 2.23 feet; thence S 00°22'17" E 2361.13 feet; thence S 89°31'00" W 50.00 feet; thence N 00°22'17" W 2411.29 feet; thence N 89°41'41" E 52.26 feet to the point of beginning.

The said tract of land contains 2.771 acres more or less.

The hereinafter temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within Instrument, whichever first occurs.

The Basis of Bearing is between the NW corner and the W ¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°20'22" East 2640.84 feet both being found Tooele County Survey Monuments).

PARCEL NO. 6B:LLC ^{PT} 3-47-2

A temporary construction easement upon part of an entire tract of property, located in the E½ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said Interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'00" W 1.14 feet and S 00°21'05" E 1060.88 feet along the west line of the SW¼ of Section 7 from the W¼ corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence S 00°22'17" East 1287.76 feet to a point which lies on the Tooele County Right-

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of-Way; thence N 67°18'33" West along said county right-of-way 54.35 feet; thence N 00°22'17" West 1266.38 feet; thence N 89°31'00" East 50.00 feet to the point of beginning.

The said tract of land contains 1.440 acres more or less.

The hereinabove temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within instrument, whichever first occurs.

The Basis of Bearing is between the W¼ corner and the SW¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°21'05" East 2640.98 feet both being found Tooele County Survey Monuments.

PARCEL 10B:LLC

pt 2-146-3 # 3-47-2

A temporary construction easement upon part of an entire tract of property, located in the SE¼ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, and the SE¼ of Section 13, TWN 3S., RNG 5W., SLB&M, Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'32" W 0.58 feet from the SW corner of Section 7, TWN 3S., RNG 4W., SLB&M (a found Tooele County Survey Monument); running thence S 00°22'17" E 486.57 feet; thence S 07°23'21" W 169.95 feet, thence S 21°32'02" W 319.62 feet; thence S 35°59'34" W 318.10 feet; thence S 43°13'19" W 333.60 feet to a point which lies on the Northwesterly boundary of Tooele City; thence S 89°29'14" W 69.20 feet along said boundary; thence N 43°13'19" E 378.18 feet; thence N 35°59'34" E 308.60 feet; thence N 21°32'02" E 307.07 feet; thence N 07°23'21" E 160.36 feet; thence N 00°22'17" W 501.01 feet; thence N 89°31'32" E 50.00 feet to the point of beginning.

The said tract of land contains 1.885 acres more or less.

The hereinabove temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within instrument, whichever first occurs.

The Basis of Bearing is between the NW corner and the W¼ corner of Section 18, Township 3 South, Range 4 West, SLB&M (measured South 00°20'37" East 2643.36 feet both being found Tooele County Survey Monuments.

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