

GRANT OF EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAY

\* \* \* \* \*

This Agreement, made and entered into this 5<sup>th</sup> day of September, 1984, by and between Lake Creek Associates, Inc., Party of the First Part, and Wasatch County, Party of the Second Part,

WITNESSETH:

1. That for and in consideration of the covenants and promises herein contained Lake Creek Associates, Inc. does hereby agree to convey and transfer to Wasatch County a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter referred to strip of land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the right-of-way referred to, which is located within the boundaries of a tract or parcel of land situated in the County of Wasatch, State of Utah, in Sections, 3-10-11 of Township 4 South, Range 6 East, known as the Lake Creek Associates, Inc./Don Goodfellow and Steve Ivie property and shown on the June 1978 Lake Creek Road Right-Of-Way Map prepared by Horrocks & Associates as the James Thompson property. The easement and right-of-way hereby granted covers a strip of land 66 feet in width across the above described land, together with such additional widths as may be necessary or desirable to accommodate cuts and fills. The right-of-way is to be reasonably consistent with the proposed 1978 location and design as shown on the June 1978 Lake Creek Road Right-Of-Way Map and related documents prepared in connection therewith, except that the County has the right to revise and redesign and relocate such portions of said proposed road and/or realign the same as is necessary or desirable to meet existing state and/or federal requirements. PAGE ( ) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK

2. Wasatch County agrees to complete its redesign and engineering of what is known as the Lake Creek Road as soon as is practical from County standpoint and provide the Party of the First Part, Lake Creek Associates, Inc., with an appropriate deed of easement containing an appropriate metes and bounds description. It is understood and agreed that once the deed of conveyance has been signed and delivered, Wasatch County will make an appropriate adjustment on the tax records.

RECORDED FOR DON GOODFELLOW BOOK 168 PAGE 663-665  
RECORDER JOE DEAN HUBER BY GLORIA PITTI  
Wasatch County, State of Utah

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3. The First Party, Lake Creek Associates, Inc., will convey all of its interest in said easement by way of a quit claim deed. Wasatch County will obtain a report to determine other parties to be contacted pursuant to paragraph 4(e).

4. As compensation for the property taken, Wasatch County agrees to compensate for the property being conveyed as follows:

(a) Wasatch County shall, at its own cost, construct a fence along the boundaries of said right-of-way using seven foot steel posts, 32 inch field fence, and two strands of barbed wire. Said fence is to meet the State of Utah specifications in all other respects.

(b) Wasatch County agrees to pay to the Party of the First Part the sum of \$1,000.00 not later than 90 days after the County commences construction of said fence, which funds are to be used by the Party of the First Part to construct three steel gates with appropriate steel posts along the fence line.

(c) Wasatch County further agrees at the time they construct the road to provide at its own expense three access approaches (including culverts, where necessary). Said approaches (access openings) are to correspond with and are to be constructed so as to correspond and compliment the gates referred to in the preceding subparagraph.

(d) Wasatch County shall, as soon as funds other than general County tax funds are available, complete construction of the new realigned road from station 99+00 to station 289+73.68 (the westerly end of the project), which construction shall consist of a gravel road - the driving portion to be twenty-eight feet wide - consisting of six inches of coarse base over such sub-base as needed, together with appropriate culverts and drains. The County agrees to gravel and maintain the old right-of-way in a passenger car condition until the new road is completed.

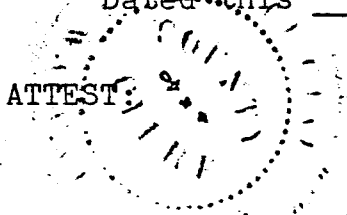
(e) The Party of the First Part agrees to assist the County in contacting the other landowners along the route in an attempt to obtain similar agreements and/or conveyances for the purposes set forth herein.

5. Upon completion of the new road, Wasatch County agrees to quit claim to the Party of the First Part all of the County's right, title and interest in that portion of the old route (old easement) that passes through the property of the Party of the First Part and shall take such steps to vacate or abandon the same as required by the provisions of Sections 27-12-102 through 27-12-102.5. The conveyance and abandonment under this paragraph shall not (a) include any portion of the property conveyed or contemplated by paragraphs 1 and 2 of this instrument, and (b) adversely effect the private easements of any individuals owning property along the route of the old easement.

6. If the County should abandon the project then the easement not used shall be reconveyed within sixty (60) days of the abandonment.

Dated this 5<sup>th</sup> day of September, 1984.

ATTEST:



Harry C. McMillan  
Harry C. McMillan  
County Clerk

BOARD OF COUNTY COMMISSIONERS  
WASATCH COUNTY, STATE OF UTAH  
PARTY OF THE SECOND PART

By George Holmes  
George Holmes, Chairman

LAKE CREEK ASSOCIATES, INC.  
PART OF THE FIRST PART

ATTEST:

Steven G. Ivie  
Secretary

By Donald J. Goodfellow  
President

STATE OF UTAH )  
                  :  
COUNTY OF WASATCH )

On the 8 day of Oct, A.D., 1985, personally appeared before me DONALD J. GOODFELLOW and STEVEN G. IVIE, being by me duly sworn, did say, each for himself, that he, the said DONALD J. GOODFELLOW is the President, and he, the said STEVEN G. IVIE is the secretary of LAKE CREEK ASSOCIATES, INC., and executed the foregoing instrument by authority of a resolution of its board of directors and said DONALD J. GOODFELLOW and STEVEN G. IVIE each duly acknowledged to me that said LAKE CREEK ASSOCIATES, INC. executed the same.

Darwin McGuire  
Notary Public

My Commission expires 2/14/87

Residing at Heber City, Utah

