

When Recorded Return to:

PUBLIC UTILITY AND DRAINAGE EASEMENT

Located in the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto **Tooele City**, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way, public utility and drainage easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace public utilities, hereinafter called FACILITIES, said right-of-way, public utility and drainage easement, being situate in Tooele County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip twenty (20) feet wide, the perimeter of which is more particularly described as follows:

Beginning at a point being South 00°20'45" East, 2167.63 feet along the section line and North 89°39'15" East, 1534.36 feet from the West Quarter Corner of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian (said West Quarter Corner is located South 57°14'54" West, 30.53 feet from an existing T-Post) and running thence: North 89°43'06" East, 24.20 feet; thence South 34°32'37" East, 512.72 feet; thence South 32°37'10" East, 243.94 feet; thence South 32°18'27" East, 1250.69 feet; thence South, 33.00 feet to a point on an existing fence; and running thence along said fence the following four (4) courses and distances: (1)North 49°41'16" West, 7.91 feet; thence (2)North 32°18'27" West, 1270.97 feet; thence (3)North 32°37'10" West, 243.55 feet; thence (4)North 34°32'37" West, 526.01 feet to the point of beginning.

PT CF 2-145-4 AND 2-132-4

Contains: 40,578 sq. ft.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in the GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portions of GRANTOR'S property along and adjacent to the 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 above described premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the discharge and conveyance of storm water through said Facilities, or any other rights granted to the GRANTEE hereunder.

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.

IN WITNESS WHEREOF, the GRANTOR(S) have executed their right-of-way and easement this 17 day of July, 2007

GRANTOR(S)

By: Daniel O. Clegg, Trustee

Clegg Grandchildren Trust, Daniel O. Clegg
Its: Trustee

By: Robert M. Clegg, Trustee

Clegg Grandchildren Trust, Robert M. Clegg
Its: Trustee

By: Gary A. Bolinder

Bolinder Real Estate
Its: Manager

STATE OF UTAH)

COUNTY OF Salt Lake :SS

On the 17th day of July, 2007 Daniel O. Clegg, the signers of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.

Karen L. James
Notary Public

My Commission Expires: 7/12/09
Residing in: SLC UT.

By: _____

Its: _____



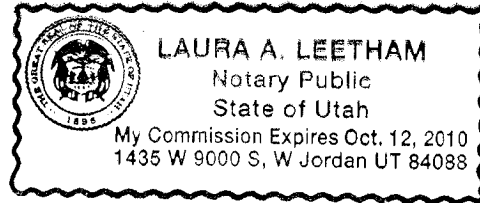
:SS

COUNTY OF Tooele)

On the 31 day of July, 2007 Robert Clegg, 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: 10/12/2010
Residing in: Tooele, UT



:SS

COUNTY OF Wasatch)

On the 26th day of July, 2007 Larry L Bolinder, 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: 02/10/2009
Residing in: Salt Lake City, UT

