

WHEN RECORDED MAIL TO:
WASHINGTON CITY
City Hall
Washington, UT 84780

00664721 Bk 1349 Pg 0547
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1999 OCT 15 16:01 PM FEE \$1.00 BY BJ
FOR: WASHINGTON CITY

RIGHT-OF-WAY AND SEWER EASEMENT GRANTS AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

White Hills LC, a Utah limited liability company,

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 successor and assigns, a temporary, and perpetual sewer easement with the right to lay, maintain, operate, repair, inspect, protect, install, remove and replace pipelines, valves, manholes, clean-outs, and other underground sewer structures and appurtenances, hereinafter called FACILITIES, over, across and through the land of the GRANTOR:

WASHINGTON COUNTY PARCEL ID #W-5-2-23-4319, #W-5-2-23-4308, #W-5-2-23-4306

The sewer facilities easement may partially, or completely, lie within GRANTOR's property. The Facilities shall be located directly within and under the centerline of the perpetual easement which shall be located as described in the attached exhibit(s). The profile or vertical alignment of the sewer facilities shall be constructed as shown on the "Washington City Wastewater Improvements Project" drawings dated 3/3/99.

See Attached 'EXHIBIT A, B, C'

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

A TEMPORARY SEWER CONSTRUCTION EASEMENT, 40 feet total width, with the right to construct, inspect, repair, and replace FACILITIES over, across, under and through the easement. This temporary construction easement shall cease upon completion of construction.

A PERPETUAL SEWER EASEMENT, 15 feet total width, with the right to inspect, maintain, operate, repair, protect, remove and replace FACILITIES over, across, under and through the easement.

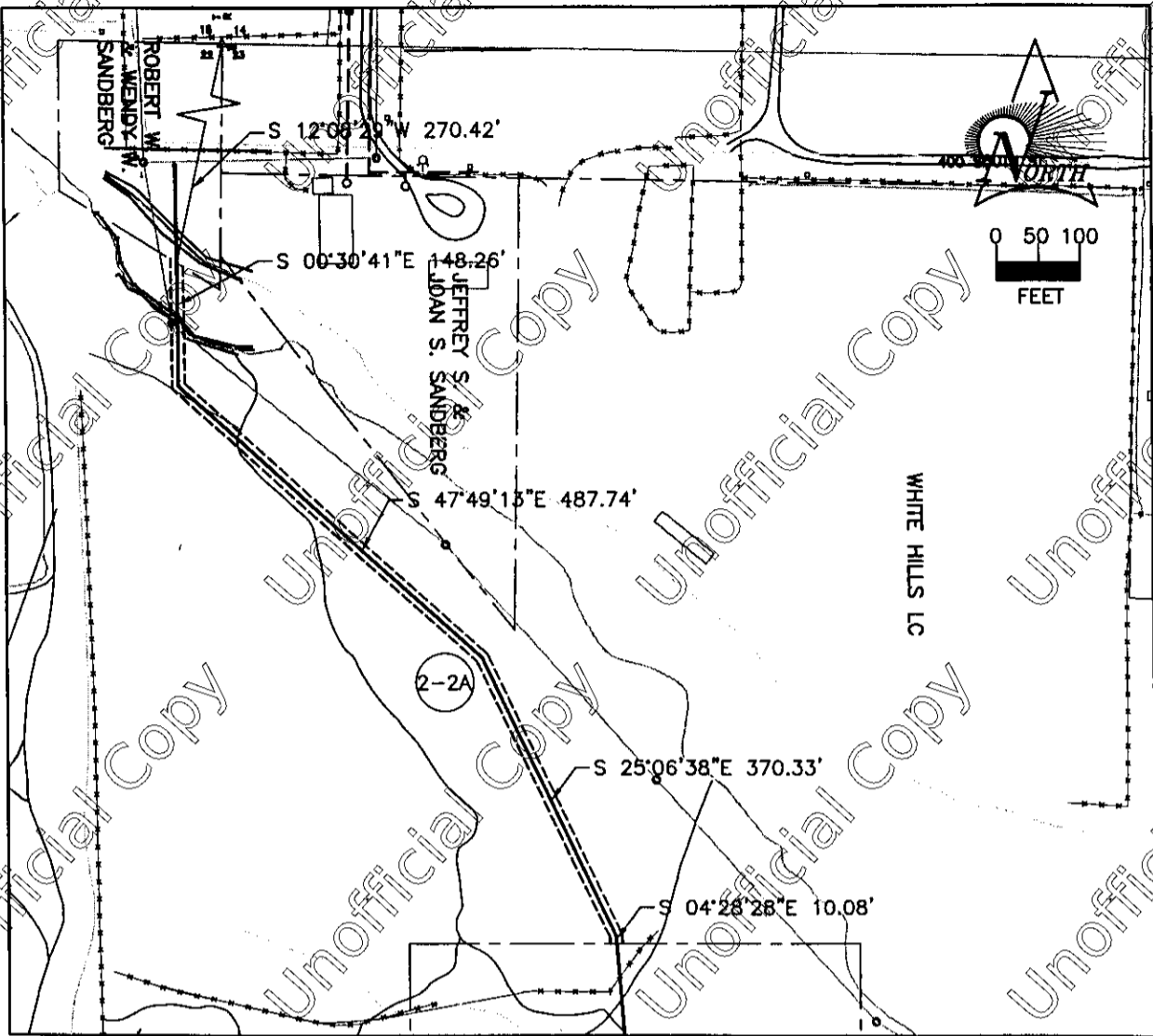
So long as such FACILITIES shall be maintained, with the right of ingress and egress to and from said sewer easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property outside of said easement as may be necessary in connection with the construction, maintenance, repair, removal or replacement of the Facilities, only upon consent from and compensation to the GRANTOR. 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 sewer 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 SEWER 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 sewer easement, nor change the contour thereof, without written consent of the GRANTEE. GRANTOR may connect to the installed sewer line for purposes of sewer collection with written consent, which consent shall not be unreasonably withheld, from Grantee and pursuant to Grantee's ordinances and regulations in effect at the time Grantor requests connection to the sewer collection system. This sewer easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTEE 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.

EXHIBIT "A"



NO SCALE

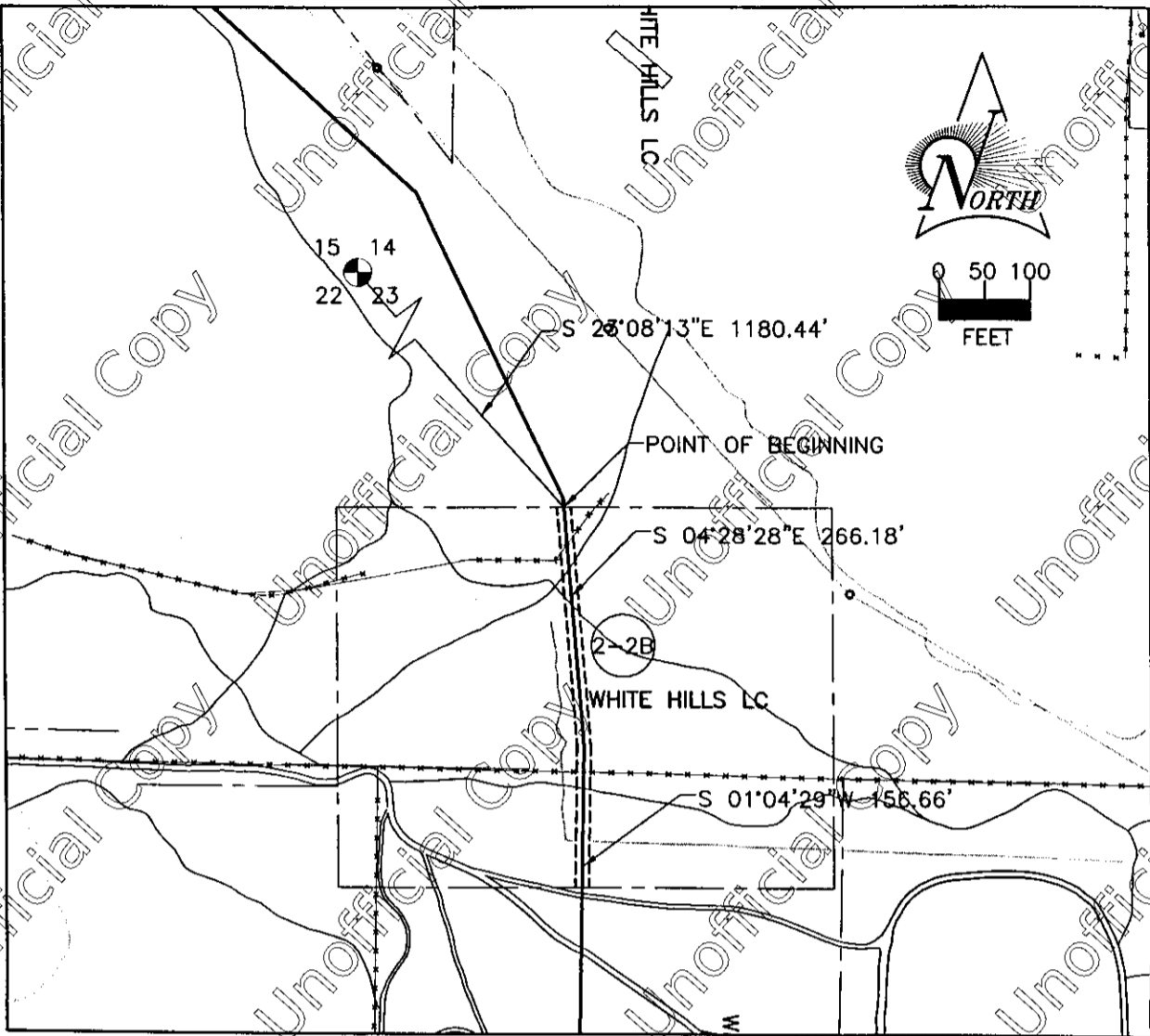
CENTERLINE DESCRIPTION

Commencing at the Northeast corner of Section 22 Township 42 S Range 15 W, Thence S 12°08'29" W, 270.42' more or less to a point along north property line, and the true point of beginning; thence S 00°30'41" E, 148.26' to a point; thence S 47°49'13" E, 487.74' to a point; thence S 25°06'38" E, 370.33' to a point; thence S 04°28'28" E, 10.08' more or less to a point along south property line of parcel W-5-2-23-4319.

BASIS OF BEARING IS N 00°09'33" E, 5289.61', BETWEEN THE SOUTHEAST CORNER OF SECTION 26 T 42 S, R 15 W, AND THE NORTHEAST CORNER OF SECTION 26 T 42 S, R 15 W.

GRANTOR: WHITE HILLS L.C.
 PARCEL ID: w-5-2-23-4319 EASEMENT# 2-2A

EXHIBIT "B"



NO SCALE

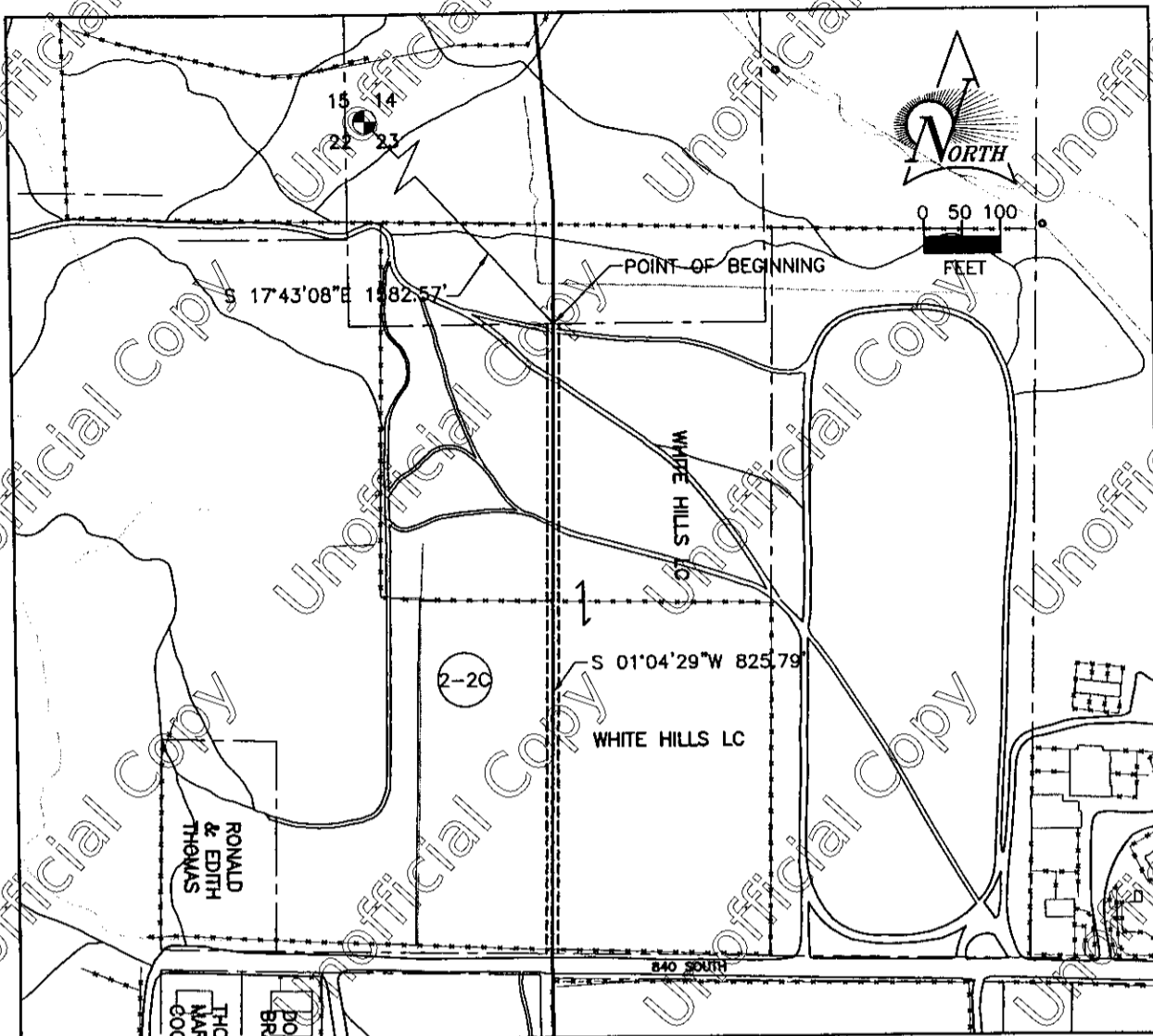
CENTERLINE DESCRIPTION

Commencing at the Northeast corner of Section 22 Township 42 S Range 15 W, Thence S 23°08'13" E, 1180.44' more or less to a point along north property line, and the true point of beginning, thence S 04°28'28" E, 266.18' to a point, thence S 01°04'29" W, 156.66' more or less to a point along south property line of parcel W-5-2-23-4308.

BASIS OF BEARING IS N 00°09'33" E, 5289.61', BETWEEN THE SOUTHEAST CORNER OF SECTION 26 T 42 S, R 15 W, AND THE NORTHEAST CORNER OF SECTION 26 T 42 S, R 15 W,.

GRANTOR: WHITE HILLS L.C.
 PARCEL ID: W-5-2-23-4308 EASEMENT# 2-2B

EXHIBIT "C"



NO SCALE

CENTERLINE DESCRIPTION

Commencing at the Northeast corner of Section 22 Township 42 S Range 15 W, Thence S 17°43'08" E, 1582.57' more or less to a point along north property line, and the true point of beginning, thence S 01°04'29" W, 825.79' more or less to a point along south property line of parcel W-5-2-23-4306.

BASIS OF BEARING IS N 00°09'33" E, 5289.61', BETWEEN THE SOUTHEAST CORNER OF SECTION 26 T 42 S, R 15 W, AND THE NORTHEAST CORNER OF SECTION 26 T 42 S, R 15 W.

GRANTOR, WHITE HILLS L.C.
 PARCEL ID W-5-2-23-4306 EASEMENT# 2-2C