

Entry No. 212922 Fee \$ N/F  
Recorded at Request of  
Town of Springdale  
Date JAN 18 1980 at 11:30 AM  
Book 266 Page 115-117  
HERBERT S. BENTLEY  
Washington County Recorder

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Town of Springdale is in the process of designing a municipal sewage treatment facility at a cost of approximately \$2,053,000, and

WHEREAS, the Town of Springdale can obtain approximately \$1,500,000 in grants and loans from various governmental entities for the design and construction of said sewage treatment facility, and

WHEREAS, without the aforesaid loans and grants from governmental agencies, the Town of Springdale would not have the financial ability to design and construct said sewage treatment facility, and

WHEREAS, a precondition to obtaining the aforesaid grants and loans from governmental agencies is that the Town of Springdale obtain sewer pipeline easements for the sewage interceptor and collector lines for said system, and

WHEREAS, the construction of a sewage treatment facility by the Town of Springdale will increase the value of the real property encumbered by said easements,

NOW THEREFORE, we, the undersigned, hereinafter referred to as Grantors, owners of real property situated and located in Washington County, State of Utah, do hereby grant, bargain, sell, transfer and convey to the Town of Springdale Corporation, Washington County, State of Utah, its successors and assigns, hereinafter referred to as Grantee, a perpetual easement and right-of-way to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a certain sewer pipeline, and related facilities, over, across, under, and through the following

described real property situated in Washington County, State of Utah, and more particularly described as follows:

Any interest in real property owned or claimed to be owned by GRANTORS, by virtue of a certain Uniform Real Estate Contract recorded at Book 184 Pages 470-475 on file at the office of the Washington County Recorder, in and to the NE 1/4 of the SW 1/4 of Section 2, Township 42 South, Range 11 West, SLB&M.

THE CONSIDERATION paid for this easement is the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged by the Grantors, and the increase in value of the real property owned by the Grantors by virtue of the availability of a municipal sewage treatment facility to said property. Grantors hereby agree that the Town of Springdale Corporation shall have the right of ingress and egress over the lands of the Grantors, their successors and assigns, for the purposes of this easement.

DURING THE PERIOD of construction of said sewer pipeline, the easement shall be thirty (30) feet in width, fifteen (15) feet on each side of the centerline of said sewer pipeline. Upon completion of said sewer pipeline, the easement shall be twenty (20) feet in width, ten (10) feet on each side of the centerline, which is described as follows:

BEGINNING at a point on the Grantors' East property line, said point being 740 feet South of the NE corner of the NE 1/4 of the SW 1/4 of Section 2, Township 42 South, Range 11 West, SLB&M; thence North 71°02'46" West 74.2 feet; thence North 57°02'28" West 84.85 feet; thence South 89°57'09" West 179.46 feet; thence North 72°07'12" West 184.79 feet, thence North 71°53'21" West 121.98 feet to a point which is North 164.8 feet and West 612.63 feet, more or less, of the point of beginning.

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THE PROPERTY OF GRANTORS shall be restored in as

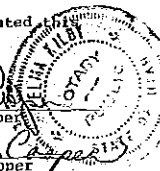
good a condition as when the same was entered upon the Grantee or its agents. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantors, their successors or assigns. The Grantee further grants unto Grantors, their successors or assigns, the subsequent connection to and use of said sewer pipeline for any residential or business development purposes upon the above described property, subject only to any applicable statutes, ordinances, and fees for connection to and use thereof. Grantors, for the consideration aforesaid, hereby agree not to construct or maintain any building or structure of a permanent nature upon the easement herein granted for the sewer line as constructed, upon the property above-described.

THE GRANT AND OTHER provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors or assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 17<sup>th</sup> day of January, 1980.

  
Albert C. Cooper


  
Shirley M. Cooper

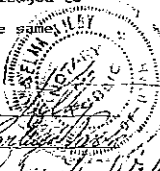


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STATE OF UTAH )  
COUNTY OF Summit ) ss.

On the 17<sup>th</sup> day of January, 1980, personally appeared before me Albert C. Cooper and Shirley M. Cooper, the signers of the above and foregoing instrument, who duly acknowledged to me, each for himself or herself, that they executed the same

  
NOTARY PUBLIC  
Residing at Summit County Utah



My Commission Expires:

6-10-81