



WHEN RECORDED RETURN TO:
Ash Creek Special Service District
111 South Main Street
LaVerkin, Utah 84745

RIGHT-OF-WAY EASEMENT(S) AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **MELLON VALLEY, LLC**, a Utah limited liability company, hereinafter referred to as **GRANTOR**, by **ASH CREEK SPECIAL SERVICE DISTRICT**, a special service district organized and existing under the laws of the State of Utah, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, the **GRANTOR** does hereby grant unto the **GRANTEE**, its successors and assigns, certain right-of-way easements over, across, and through certain land of the **GRANTOR** located in Section 11, Township 42 South, Range 14 West, SLB&M, said right-of-way easements being for the following purposes and more particularly described as follows:

Roadway Easement

A temporary right-of-way easement for ingress and egress across the lands of the **GRANTOR** to the adjacent land of the **GRANTEE**, including the right to construct, install, maintain, replace and repair a roadway for the use and benefit of the **GRANTEE** and the general public over, across and through the following described real property:

Beginning at a point on the center section line, said point being South 89°45'34" West 1,589.03 feet along the center section line from the East Quarter of Section 11, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running: thence South 130.07 feet; thence southeasterly 31.50 feet along an arc of a 20.00 foot radius curve to the left (center bears East, long chord bears South 45°07'13" East 28.34 feet with a central angle of 90°14'26"); thence North 89°45'34" East 266.72 feet to the westerly line of Sand Hollow Road; thence southerly 64.71 feet along an arc of a 1,847.00 foot radius curve to the left (center bears South 80°43'35" East, long chord bears South 08°16'12" West 64.71 feet with a central angle of 02°00'27") along the Westerly line of said Sand Hollow Road; thence South 89°45'34" West 341.49 feet; thence North 214.15 feet to the center section line, thence North 89°45'34" East 64.00 feet along the center section line to the Point of Beginning. (Containing 31,841 square feet or 0.731 acres and affecting Elim Valley Property Tax ID #H-4-2-12, 1102.)

Utility Easements

A 30-foot perpetual easement for construction, installation, maintenance, repair and replacement of underground utilities, including water, gas and sewer, under, across and through the following described property:

BEGINNING at the southwest corner of the southeast quarter of the northeast quarter of Section 11, Township 42 South, Range 14 West, Salt Lake Base & Meridian, said point being South 89°45'34" West 1,327.43 feet along the center section line from the East Quarter Corner of said Section 11, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running thence North 00°03'28" West 30.00 feet along the 1/16th line; thence North 89°45'34" East 64.01 feet to the westerly line of Sand Hollow Road; thence southerly 31.03 feet along an arc of a 1,847.00 foot radius curve to the left (center bears South 75°00'10" East long chord bears South 14°30'58" West 31.03 feet with a central angle of 00°57'45") along said Sand Hollow Road to the center section line; thence South 89°45'34" West 56.20 feet along said center section line to the Point of Beginning. (Containing 1,802 square feet or 0.041 acres and affecting Elim Valley Property Tax ID #H-4-2-12-1102).

ALSO beginning at point being South 89°45'34" West 1327.43 feet along the Center Section Line and North 00°03'28" West 205.00 feet from the Quarter Corner common to Sections 11 and 12, Township 42 South, Range 14 West, Salt Lake Base and Meridian and running thence North 00°03'28" West 30.00 feet along the property line; thence East 130.10 feet to a point on the Westerly line of Sand Hollow Road; thence Southerly along said West line 32.18 feet along an arc of a 1847.00 foot radius curve to the left, center bears South 68°18'25" East, with a central angle of 00°59'55", thence West 120.44 feet to the Point of Beginning. (Containing 3787 square feet or 0.087 acres and affecting Elim Valley Property Tax ID#H-4-2-12-1102.)

Terms and Conditions

The following terms and conditions shall apply to the roadway easement described above:

1. The temporary easement granted hereby shall continue until such time that the property included in the temporary easement, as described above, has been formally dedicated by **GRANTOR** to the City of Hurricane for the use and benefit of the general public as a roadway.

2. Formal dedication of the roadway shall be at no cost

to **GRANTEE** or the City of Hurricane and shall take place during the normal subdivision and development process of this and surrounding real property or as otherwise required by Hurricane's land use ordinances.

3. Until such time that said roadway is formally dedicated to the use and benefit of the public, **GRANTOR** shall not make or permit to be made any use of the easement, nor grant any other right-of-way or easement over said roadway, which would interfere with the use thereof by either **GRANTEE** or the City of Hurricane after the date of formal dedication.

4. **GRANTEE** shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said roadway and shall hold **GRANTOR** harmless from any and all claims and liability, including reasonable attorney fees, which may arise from the construction, operation, and maintenance of said roadway, so long as the easement shall remain in force and effect.

The following terms and conditions shall apply to the utility easements described above:

1. **GRANTEE** shall notify **GRANTOR** prior to entering the easements for purposes of initial construction and at any time thereafter for any reason.

2. **GRANTEE** shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said utilities and shall hold **GRANTOR** harmless from any and all claims and liability, including a reasonable attorney fee, which may arise from the construction, operation, and maintenance of said utilities, so long as the easements shall remain in force and effect.

3. Upon completion of construction and installation of the utilities to be installed therein, **GRANTEE** shall restore the property of **GRANTOR** to its pre-construction condition to the extent reasonably possible, and to thereafter shall maintain the easements in good condition and repair so that no unreasonable damage results to the property of **GRANTOR**.

4. **GRANTOR** shall not make any use of the easements or grant any other easement over, under, across or through the property which unreasonably interferes with the use of the easements granted hereby to **GRANTEE**.

5. **GRANTOR** shall have the right to construct any improvement, or otherwise utilize the property for any purpose, which does not interfere with the use of said

easements by GRANTEE, provided that GRANTEE shall not be responsible or liable for repair or replacement of any such improvement damaged as a result of GRANTEE'S maintenance and use of the easements.

This instrument shall be deemed to run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of both GRANTOR and GRANTEE.

Upon recordation of this instrument at the Office of the Washington County Recorder in St. George, Utah, that certain Right-of-Way Easement(s) Agreement previously executed by the parties and recorded on August 7, 2008 as Document No. 20080031346 shall be cancelled and rescinded.

IN WITNESS WHEREOF the parties hereto have executed this Right-of-Way Easement(s) Agreement on this 30th day of OCTOBER, 2008.

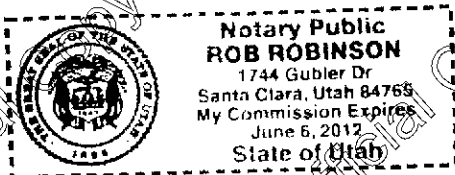
MELLON VALLEY, LLC.

by: [Signature]

Managing Member

STATE OF UTAH)
)
) : ss
COUNTY OF WASHINGTON)

On the 30th day of OCTOBER, 2008, personally appeared before me ROLAND WALKER, who being duly sworn, did say that he is the Managing Member of Mellon Valley, LLC, a Utah limited liability company, and that he executed the within and foregoing instrument on behalf of said Mellon Valley, LLC for the reasons stated therein.



[Signature]
NOTARY PUBLIC

ASH CREEK SPECIAL SERVICE DISTRICT

by: [Signature]
Paul Heideman, Chairman

Attest:

(Seal)
[Signature]
Darrell Humphries, Secretary