

04-002-0011
04-037-0005
04-002-0019

EASEMENT

Kim G. Fuller, a single man, of Salt Lake County, State of Utah, hereinafter called the Grantor, in consideration of the sum of One (\$1.00) Dollar, to him paid by Corrine City Corporation of Box Elder County, State of Utah, a corporation, hereinafter called the Grantee, the receipt of which is hereby acknowledged, do hereby grant to said Grantee, and its successors and assigns, a perpetual easement and right-of-way 20 feet in width, being 10 feet left and 10 feet right, and a temporary construction easement 80 feet in width, being 40 feet left and 40 feet right, of the described center line alignment for the construction, operation, maintenance, removal and replacement of a twenty (20) inch culinary water pipeline upon, under and across lands owned by the Grantor, lying in Box Elder County, State of Utah, the centerline alignment being described as follows:

A part of Sections 27, 33, and 34, Township 10 North, Range 2 West, SLB & M, beginning at a point 4427.94 feet South and 5697.49 feet West of the Northeast corner of Section 26, Township 10 North, Range 2 West, said point located on the West right-of-way line of the Union Pacific Railroad; running thence South 67° 38' 16" West 5674.48 feet (and through the Brigham City Airport property) ; thence South 78° 01' 04" West 496.81 feet, to Grantors West property line.

Together with the rights of ingress and egress for the purposes for which the above mentioned rights are herein granted.

Provided, However that the exercise by the Grantee of the rights hereby granted shall be subject to, and in accord with, the following conditions:

1. All surface areas to be restored to original grade, ditching, and road conditions as existed prior to construction activity.
2. Grantee shall pay Grantor, his heirs, assigns, successors and grantees, for crop losses and all other damages arising by reason of operation, maintenance, removal or replacement of the said pipeline occurring after initial construction and placement.
3. Grantor may padlock or otherwise control gates at either or both ends of the easement area and shall furnish a key to said locks to Grantee upon request.
4. Grantor shall retain full surface use of the easement area, and may construct upon and cross the same with roadway improvements, ditches, pipelines, fences, other utilities, and other improvements of such nature as shall not constitute a substantial interference with the easement rights herein granted; Grantor agrees that he will not construct residences, barns, or other similar, larger buildings or structures over and upon the perpetual easement area.
5. Grantee agrees that its pipeline shall at all times be buried at least five (4) feet below normal ground level.

6. Any and all pre-existing pipelines of Grantee through Grantor's lands parallel on either side of the centerline alignment of this easement, together with any easement claims or rights related thereto, including the existing six (6) inch culinary pipeline, are hereby abandoned by the Grantee by accepting this easement, except as to an existing ten (10) inch culinary pipeline which is now in use.

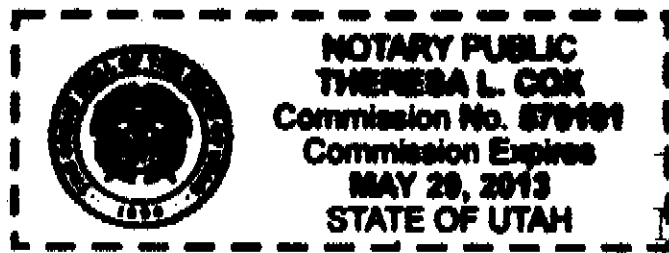
7. This Easement and all rights hereunder shall terminate and be automatically cancelled in the event Grantee (or its assign(s), grantee(s), or successor(s) in interest shall , at any time within fifty (50) years from the date of the original easement, which is January 21, 1977, and recorded in the Box Elder County, State of Utah, Records office, in Book 297 of Records @ p. 575, convey water through said pipelines which flows from or originates in Baker Canyon (i.e. the area included within the S 1/2 of the N 1/2 of the N 1/2 of the S 1/2, of Sec. 25, T 10 N, R 2 W, SLB & M), without securing the express written consent from the Grantor (or the then owners of the lands crossed by the Easement, as the case may be) permitting such conveyance of such water.

In Witness Whereof, the said Grantor has executed this instrument the 29th day of July, 2009.

Kim G Fuller
KIM G. FULLER

STATE OF UTAH)
 : SS
County of Salt Lake)

On the 29th day of July, 2009, personally appeared before me Kim G. Fuller, a single man; the signer of the within instrument, whom duly acknowledged to me that he executed the same.



Theresa L. Cox
Notary Public, Residing at S.L.C., Utah

My Commission expires:

May 20, 2013