

## EASEMENT

GLEN E. FULLER and CONNIE J. FULLER, his wife; KIMBERLY G. FULLER, a single man, and KENT F. FULLER, a single man, of SALT LAKE COUNTY, State of Utah, hereinafter called the Grantors, in consideration of the sum of One ( \$1.00) Dollar, to them 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 ten ( 10) inch culinary water pipeline upon, under and across lands owned by the Grantors, lying in BOX ELDER COUNTY, State of Utah, the center line 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 U. P. and O. S. L. Railroad; running thence South  $67^{\circ} 38' 16''$  West 5674.48 feet; thence South  $78^{\circ} 01' 04''$  West 496.81 feet, more or less, 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 and condition as existed prior to construction activity.
2. Grantee shall pay Grantors, their 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. Grantors 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. Grantors 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; Grantors agree that they 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 (5) feet below normal ground level.
6. Any and all pre-existing pipelines of Grantee through Grantors' lands parallel on either side of the center line alignment of this easement, together with any easement claims or rights related thereto, are hereby abandoned by the Grantee by accepting this Easement, except as to an existing six (6) inch water line 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 this Easement, convey water through said pipeline which flows from or originates in Baker Canyon ( i. e. the area included within the S 1/2 of the N 1/2, and the N 1/2 of the S 1/2, of Sec. 25, T. 10 N., R. 2 W.), without securing the express written consent from Grantors ( or the then owners of the lands tranversed by the Easement, as the case may be) permitting such conveyance of such water.

RECORDER NO: 58996H RECORDED: NOV 4 1977  
 FEE No Fee TIME 3 PM BOOK 297 PAGE 575  
 Margaret R. Evans, Box Elder Co. Recorder