

RETURN TO: FRANKLIN COVEY  
2200 West Parkway Boulevard  
Salt Lake City, Utah 84119  
Attn: Val Christensen

00615320 Bk 1250 Pg 0725  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
1998 AUG 27 08:53 AM FEE \$24.00 BY DKR  
FOR: SOUTHERN UTAH TITLE CO

**AMENDMENT TO RIGHT-OF-WAY EASEMENT**

This Amendment to Right-of-Way Easement ("Amendment") is made and entered into this 20 day of July, 1998, by and among Franklin Covey Development Corporation, a Utah corporation ("Grantor") and St. George City, Santa Clara Town, and Ivins Town (collectively "Grantee").

**RECITALS**

A. Utah LRI and the Grantee entered into a certain Right-of-Way Easement dated November 1, 1978, and recorded in the Official Records of Washington County, Utah, in Book 247 at Pages 633 through 635 bearing Recorder's Entry Number 201548, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference ("Original Easement").

B. Grantor has succeeded to all right, title and interest of Utah LRI in and to the real property which was the subject of the Original Easement and whose legal description is set forth therein and incorporated into this Amendment for all purposes ("Easement Property").

C. Grantor, as the fee simple title owner of the Easement Property and as successor in interest to Utah LRI, and Grantees desire to enter into this Amendment upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the sum of One Hundred Dollars (\$100.00) paid by Grantor to Grantee, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**AMENDMENT**

1. Purpose of Easement. The Original Easement provides that the Grantee has a perpetual easement over the Easement Property with the right to "erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove" (collectively "Use Rights") a culinary water line, power line, telephone line, and roadway. Grantor and Grantee agree that the Easement Property shall not be used as a roadway for the regular use of vehicles and that the sole purpose of the easement shall be for Grantee's utilization of the Use Rights for a culinary water line, power line, and telephone line; provided, however, that Grantee shall have reasonable rights of vehicular access in order to exercise the Use Rights described herein.

**SOUTHERN UTAH TITLE COMPANY  
ACCOMMODATION RECORDING ONLY  
NOT EXAMINED**

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2. Original Easement in Full Force and Effect. Except as set forth in this Amendment and as modified herein, the Original Easement shall be maintained in full force and effect

IN WITNESS WHEREOF, the parties have executed this Amended Easement the day and year first above written.

**GRANTOR**

Franklin Covey Development Corporation,  
a Utah corporation

By: [Signature]  
Its: Vice President

**GRANTEE**

St. George City

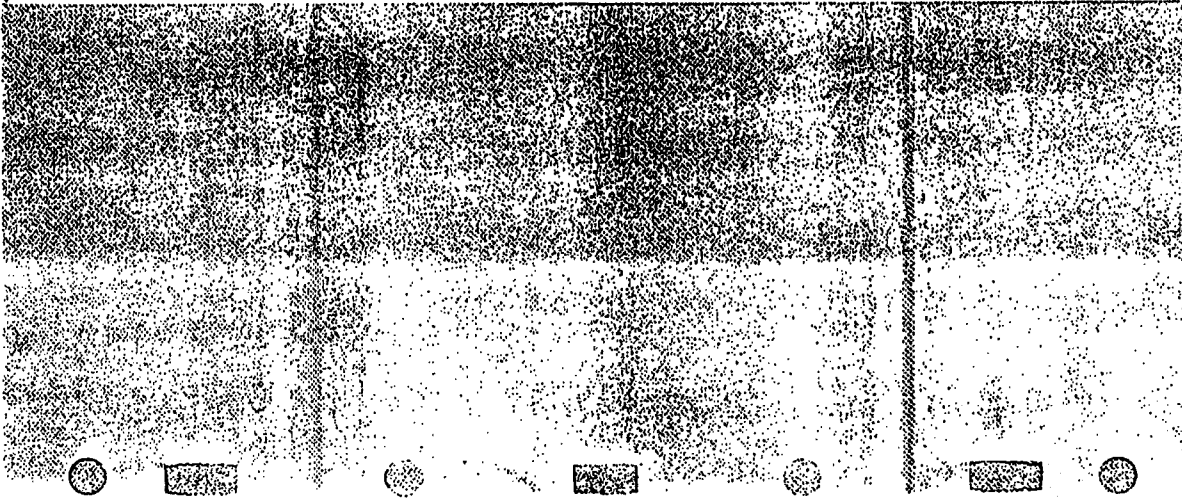
By: [Signature]  
Its: Mayor

Santa Clara Town

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Ivins Town

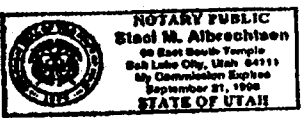
By: [Signature]  
Its: Mayor



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

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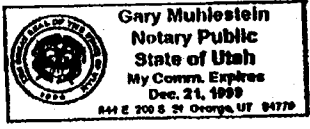
The foregoing Amendment to Right-of-Way Easement was acknowledged before me on this 11 day of July, 1998, by W. J. Christensen of Franklin Covey Development Corporation, a Utah corporation.



Staci M. Albrecht  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF )

The foregoing Amendment to Right-of-Way Easement was acknowledged before me on this 23<sup>rd</sup> day of July, 1998, by DANIEL D. McARTHUR of St. George City.



Gary Muhlestein  
NOTARY PUBLIC

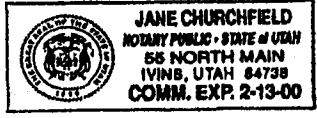
STATE OF UTAH )  
 : ss.  
COUNTY OF )

The foregoing Amendment to Right-of-Way Easement was acknowledged before me on this \_\_\_ day of July, 1998, by \_\_\_\_\_ of Santa Clara Town.

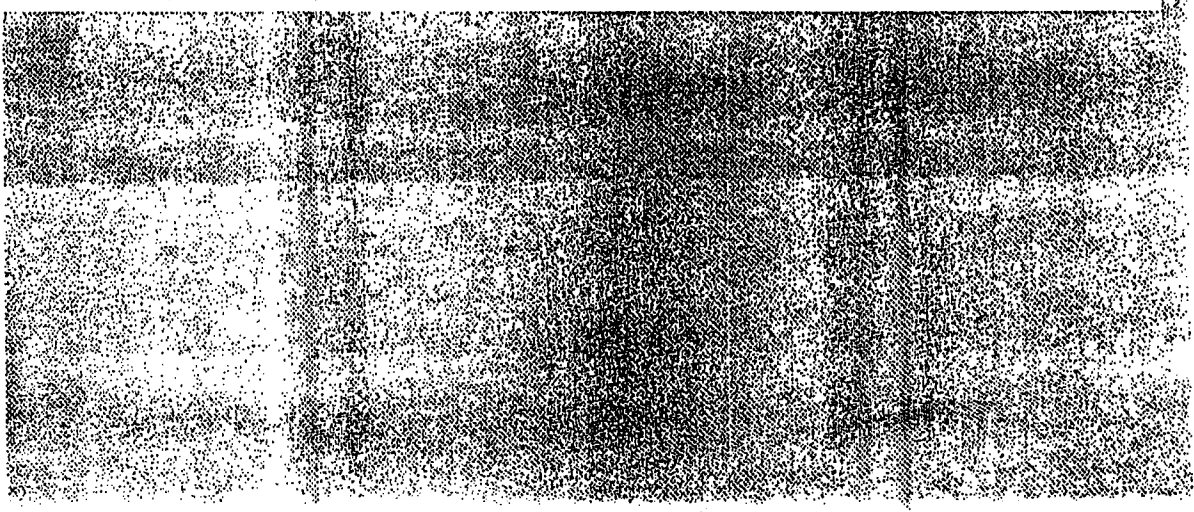
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF )

The foregoing Amendment to Right-of-Way Easement was acknowledged before me on this 22<sup>nd</sup> day of July, 1998, by Christopher C. Blake of Iylus Town.



Jane Churchfield  
NOTARY PUBLIC



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Form FHA 442-20  
(1-4-88)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
RIGHT-OF-WAY EASEMENT

PARCEL C

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Utah LRI and

hereinafter referred to as GRANTOR, by St. George City, Santa Clara Town, Tuls Town  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant,  
begin, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right  
to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

A culinary water line, sewer line, telephone line, and roadway.

over, across, and through the land of the GRANTOR situate in Washington County,

State of Utah, said land being described as follows:

Being the SW 1/4, NE 1/4 and the NW 1/4, SE 1/4 and the SW 1/4, SE 1/4 of Section 33,  
T41S, R16W, S18&M; ALSO, the NW 1/4, NE 1/4 of Section 4, T42S, R17W, S18&M

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for  
the purposes of this easement.

The easement shall be 60 feet in width, the center line of which is described as follows:

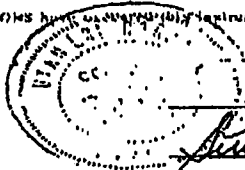
PARCEL C - A 60 foot right-of-way whose centerline is described as follows:  
Beginning at a point in the center of the existing roadway which point is N27°30'09"E,  
3161.63 feet from the S 1/4 corner of Section 33, T41S, R16W, S18&M; which point is on  
the West line of the SE 1/4, NE 1/4 of said Section 33; thence S44°4'04"W, 1453.52 feet  
along roadway; thence along said roadway S24°56'19"W, 673.87 feet; this being the last  
point in the improved roadway; description continues being a 60 foot right-of-way whose  
centerline is described as follows: Thence S2°31'25"E, 1120.18 feet; thence S57°32'29"E,  
796.95 feet; thence S44°32'05"E, 784.05 feet to a point on the West line of the (continued)

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR or  
his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements  
referred to herein. 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 GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of  
the GRANTEE, his successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have caused this instrument to be signed this 1 day of NOVEMBER

19 76, 201546



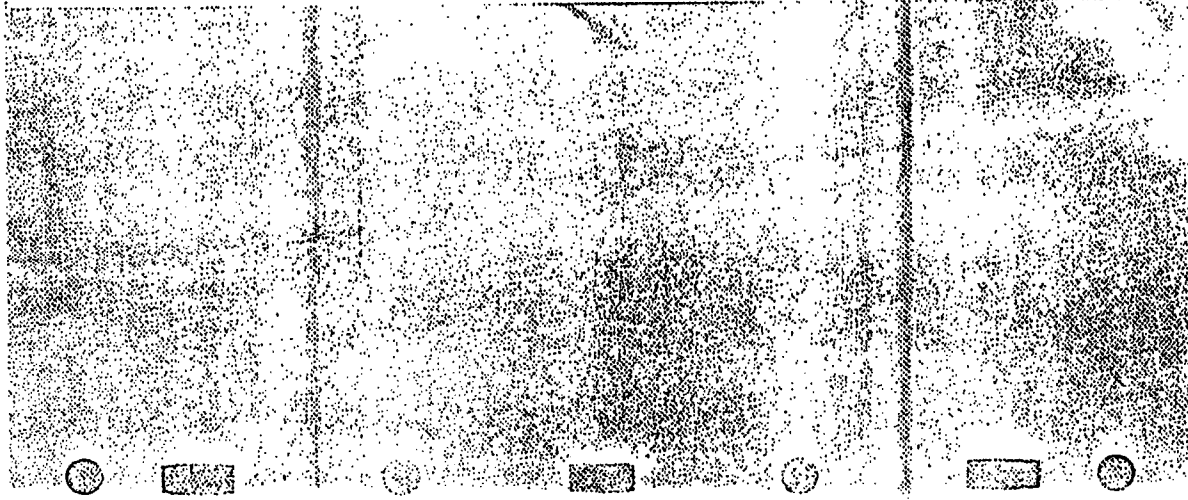
[Signature] (SEAL)  
[Signature] (SEAL)

See Reverse for Notary

633

FHA 442-20 (1-4-88)

EXHIBIT "A"



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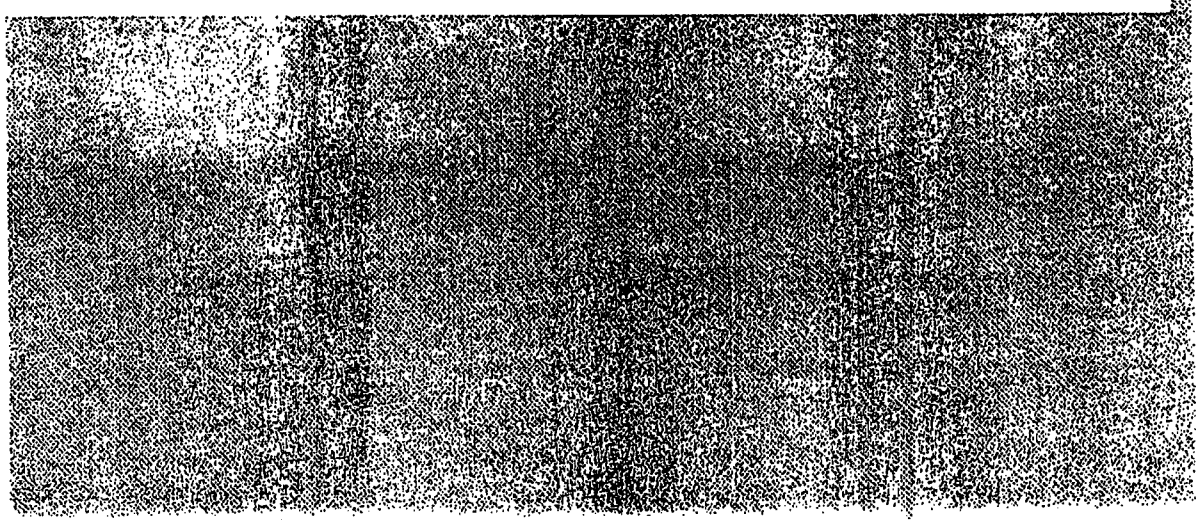
NE 1/4, NE 1/4 of Section 4, T42S, R16W, SLB&M. Said point being S55°29'22"W, 1701.057 feet, more or less from the NE corner of said Section 4.

ALSO

A 60 foot right-of-way whose centerline is described as follows: Beginning at a point N81°10'56"E, 213.75 feet from the S 1/4 corner of Section 33, T41S, R16W, SLB&M; thence S88°57'23"W, 874.29 feet to a point in the centerline of an existing approved road; Said point being N88°32'37"W, 663.14 feet, more or less from the S 1/4 corner of the said Section 33.

201548

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STATE OF UTAH )  
COUNTY OF WASHINGTON ) ss.

SUBSCRIBED and sworn to before me, the 13 day of November, 1978.

Annaliese Howell, DL  
Annaliese Howell, Notary Public  
Residing at: St. George, Utah

My Commission Expires:

July 2, 1979



WEST St. George City  
717 631-635  
121 N. 4th St.  
72 10/14 94:33  
201548  
NOTARY PUBLIC  
ANNALIESE HOWELL  
N. L. HOWELL  
ST. GEORGE, UTAH

