

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

John L. Adamson and Marjorie R. Adamson Co. Trustees or their successors  
in the Trust of the John L. Adamson dated October 7, 1992  
Family Living Trust

hereinafter referred to as GRANTOR, by WASHINGTON CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby warrant and convey unto the GRANTEE, its successor and assigns, a Construction Easement and a Perpetual Easement (collectively referred to as "the Easements") as hereinafter described over, across, under and through the following described land of the GRANTOR (Impacted Parcel) situated in Washington County, State of Utah:

Impacted Parcels

1. Beginning at a point on the Meander line of the Virgin River, said point being South 89°48'20" West 1318.73 feet along the center section line and North 00°24'33" West 1684.215 feet along the sixteenth line from the East quarter corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian; running thence along the Southeasterly Meander line of the Virgin River as follows: South 72°37' West 402.23 feet; thence South 46°22' West 429.00 feet; thence South 10°22' West 1386.00 feet; thence South 57°37' West 660.00 feet; thence South 28° 52' West 726.00 feet; thence South 73°37' West 396.00 feet; thence North 74°23' West 780.00 feet, more or less, along the Meander line and its extension to the Centerline of the Virgin River; thence leaving said Meander line and running Northerly and Easterly 5100.00 feet, more or less, along the Center of the Virgin River to a point on the East line of the Northwest quarter of the Northeast quarter of said Section 27; thence South 00°24'33" East 700.00 feet, more or less, along the sixteenth line to the point of beginning.

Beginning at a point in the center of an existing irrigation canal, said point being North 00°23' West 626.08 feet along the Section line and West 1100.01 feet from the East quarter corner of Section 27, Township 42 South Range 15 West, Salt Lake Base and Meridian; running thence North 69°30' West 380.00 feet; thence South 47°46'30" East 356.25 feet to a point in the center of an irrigation canal; thence North 42°13'30" East 161.60 feet along said center of canal to the point of beginning.

Together with all improvements and appurtenances thereon.

Subject to easements, restrictions, and rights-of-way affecting said property; being recorded on those enforceable in law and equity.

3. Beginning at a point on the centerline of an existing irrigation canal, said point being North 00°23' West 1313.86 feet along the section line from the East quarter corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian; running thence along the centerline of said irrigation canal as follows: South 78°19' West 290.07

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feet; thence South 82°52'30" West 339.30 feet; thence South 78°59' West 107.40 feet; thence South 63°52'30" West 106.40 feet; thence South 26°28' West 70.90 feet; thence South 06°05' West 146.90 feet; thence South 22°55' West 95.20 feet; thence South 36°40'30" West 94.80 feet; thence South 42°13'30" West 379.90 feet; thence South 45°52'30" West 255.40 feet; thence South 49°54'30" West 234.00 feet; thence South 45°32' West 107.30 feet; thence South 36°13'30" West 96.70 feet; thence South 27°41'30" West 62.90 feet; thence South 34°06' West 76.70 feet; thence South 40°30'30" West 87.10 feet; thence South 46°44'45" West 148.70 feet; thence South 39°59' West 161.85 feet; thence South 43°09' West 98.20 feet; thence South 49°14' West 108.60 feet; thence South 55°44' West 225.40 feet; thence leaving said Centerline of said Irrigation Canal and running North 34°28'50" West 416.01 feet to a point on the Meander line of the Virgin River; thence along said Meander line as follows: North 57°37' East 426.90 feet; thence North 10°22' East 1386.00 feet; thence North 46°22' East 429.00 feet; thence North 72°37' East 402.23 feet to a point on the sixteenth line; thence leaving said Meander line and running South 00°24'33" East 170.91 feet along the sixteenth line to the Northwest Corner of the South half of Lot 6, Block 1, A.W. Collins Entry; thence South 89°51'57" East 659.73 feet to the Northeast Corner of the South half of Lot 6, Block 1, A.W. Collins Entry; thence South 00°23'46" East 167.725 feet to the Northwest corner of Lot 11, Block 1, A.W. Collins Entry; thence South 89°54'08" East 659.69 feet to the Northeast Corner of Lot 11, Block 1, A.W. Collins Entry; thence South 00°23' East 24.57 feet along the Section line to the point of beginning.

Subject to and together with a Right-of-way over the follows described property:

Beginning at the East quarter corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian; running thence South 00°23' East 25.00 feet along the Section line; thence South 89°48'20" West 767.03 feet along a line which is parallel to the Center Section line; thence along the Centerline of an old irrigation canal and its extension as follows: North 73°21' West 148.70 feet; thence North 57°55'30" West 85.05 feet; thence North 32°18'30" West 465.70 feet; thence North 46°06'30" West 74.26 feet; thence leaving said centerline of canal and running North 45°52'30" East 29.55 feet; thence North 42°13'30" East 375.88 feet; thence North 36°40'30" East 77.87 feet; thence South 69°30'10" East 52.06 feet to the centerline of an irrigation canal; thence South 36°40'30" West 94.80 feet along said centerline of canal; thence South 42°13'30" West 359.29 feet along said centerline of canal; thence South 46°06'30" East 29.865 feet; thence South 32°18'30" East 460.38 feet; thence South 57°55'30" East 66.91 feet; thence South 73°21' East 134.53 feet; thence North 89°48'20" East 759.46 feet along a line which is parallel to and 25.00 feet from the center section line to a point on the East line of said Section 27; thence South 00°23' East 25.00 feet along the Section line to the point of beginning.

Together with all improvements thereon and all appurtenances thereunto belonging, together with adequate egress and ingress, LESS AND EXCEPTING all oil, gas and mineral rights and rights thereto, SUBJECT TO existing easements, rights-of-way, covenants and conditions enforceable in law and equity.

The Construction Easement shall be 30 feet in width, 15 feet on each side of the centerline as hereinafter described, and is granted for the time of the original installation of the facilities to be described herein. The Perpetual Easement shall be 15 feet in width, 7.5 feet on each side of the centerline as hereinafter described.

Centerline Description

1. The centerline of the easements are described as follows:

**12" Pipeline:**

Beginning at a point in the centerline of an existing irrigation canal, said point being North 499.81 feet and West 1218.70 feet more or less, from the East Quarter Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence North 16°46'49" West 60.68 feet; thence North 32°36'28" West 839.08 feet; thence North 03°52'19" East 988.88 feet; more or less, to the center of the Virgin River or as actually constructed.

**6" Pipeline to Fire Hydrant:**

Beginning at a point in the centerline of an existing irrigation canal, said point being North 497.14 feet and West 1221.78 feet, more or less, from the East Quarter Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence North 30°05'20" West 29.78 feet; thence North 47°28'47" East 102.22 feet; thence North 48°55'34" East 158.00 feet; thence North 40°15'03" East 106.60 feet; thence North 32°05'58" East 94.65 feet; thence North 21°21'59" East 129.92 feet, more or less, or as actually constructed.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the Easement as follows:

A Construction Easement with the right to enter upon the easement and to install and inspect water pipelines and other associated structures and appurtenances, (herein collectively called "Facilities") over, across, under, and through the Easements; and

A Perpetual Easement with the right to enter upon the easement and to inspect, maintain, operate, repair, protect, remove and replace the Facilities over, across, under and through the Easements.

The consideration hereinabove recited shall constitute payment in full for the Easements. The GRANTEE, as a condition to the granting of the easements, shall restore or replace in kind, at the GRANTEE's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the Facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said Easement nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon GRANTOR, his successors and assigns, and shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

00515056 Bk 0950 Pg 0186

Special Conditions

1. GRANTEE agrees to provide for GRANTOR a fire hydrant supplied from the existing 6" pipeline presently extended across the concrete irrigation canal near where the new pipeline crosses said canal. This hydrant is to be located North of GRANTORS home as shown on the project plans and is to be provided at no charge to the GRANTOR.
2. GRANTEE agrees to provide for GRANTOR a residential water service, located as shown on the project plans. The service is eventually to be used for a new home the GRANTOR plans to build at this location. In the interim, the service will be used for stock watering. GRANTOR agrees to pay city residential rates for all water used from this service, but the installation is to be provided at no cost or fee to the GRANTOR.
3. In as much as GRANTOR has obtained a building permit dated 5/11/95 in the amount of \$317.62 to erect a barn on the impacted property described herein, and said barn cannot be erected until the hydrant described above is installed, GRANTEE agrees to extend the expiration date of said building permit until 6 months after fire hydrant is installed and is operational at no charge to GRANTOR.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 9<sup>th</sup> day of March, 1995.

John L. Adams

Marjorie R. Adams

STATE OF UTAH  
: SS.  
COUNTY OF WASHINGTON)

On the 9<sup>th</sup> day of March, 1995, personally appeared before me John L. Adams Marjorie Adams the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Virginia I. Rushton  
NOTARY PUBLIC

