

RIGHT OF ENTRY AGREEMENT

Vern Alma Stratton and Pamela K. Stratton (hereafter "OWNERS"), AGREE with Santaquin City (hereafter "THE CITY") as follows:

1. The City seeks an easement across the Owners' property for the construction and maintenance of a sewer line.

2. There is attached hereto a photocopy of a portion of a plat illustrating the Owners' property and the proposed location of the sewer line.

3. The City requires a construction easement 33 feet in width and a permanent easement 16.5 feet in width. The centerline of the proposed easement is situated in Utah County, State of Utah and more particularly described as follows, to-wit:

Beginning at a point on the Owners' Westerly property line, said point being North 1008.17 feet and West 934.09 feet, more or less, from the South quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: Utah Coordinate System Central Zone); thence North 87°43'37" West 295.4 feet; thence South 0°17'40" East 368.6 feet; thence North 88°29'14" East 616.9 feet, more or less to a point on the Owners' Easterly property line.

4. It is understood that the City has the power to acquire the easement by eminent domain, but that the Owners are entitled to receive just compensation for the easement taken and any damage to the remainder of the Owners' property.

5. The Owners agree that the City can proceed with construction of the sewer line on the Owners' property without the necessity of filing a law suit at this time.

6. The parties will continue to negotiate and the City agrees to have its appraiser provide an estimate of the value of the easement taken and the amount of any damage to the adjoining

property. The Owners, at their option, can also have someone do an appraisal, and can supply such information to the City as they deem appropriate.

7. If the parties are unable to reach an agreement on the amount of just compensation due the Owners, then the City agrees to timely commence the proper legal action so that the parties might obtain a judicial determination of the just compensation due the Owners.

8. In the event a condemnation action is commenced, the date of valuation to be used in determining just compensation shall be the date of this agreement and the Owners will be entitled to receive interest thereafter until the date of payment.

9. The City will repair any damage to the Owners' property and improvements resulting from the installation or maintenance of the sewer line.

DATED the 24th day of February, 1994.

SANTAQUIN CITY

By _____

[Signature]
Vern Alma Stratton
[Signature]
Pamela K. Stratton

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

On the 24th day of February, 1994, personally appeared before me Vern Alma Stratton and Pamela K. Stratton, the signer of the foregoing document, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing At:
My Commission Expires:



