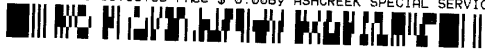


P-3

DOC # 20060044344

Easements Page 1 of 3  
Russell Shirts Washington County Recorder  
09/26/2006 03:53:59 PM Fee \$ 0.0087 ASHCREEK SPECIAL SERVICE DISTRICT



**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 to S&J Corporation, hereinafter referred to as GRANTOR, by Ash Creek Special Service District, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successors and assigns, a perpetual easement as hereinafter described over, across, under and through certain land of the GRANTOR, to construct, reconstruct, install, replace, remove, repair, inspect and maintain an underground sewer pipeline or pipelines, together with the right of ingress and egress through any adjacent lands of the GRANTOR, in Washington County, State of Utah, and more particularly as follows:

The perpetual easement shall be twenty (20) feet in width, seven and one-half (7½) feet on the left side of centerline and twelve and one-half (12½) feet in width on the right side of centerline as hereinafter described. The facilities shall be constructed within this easement.

The centerline for the perpetual easement granted hereby shall be as follows within the property owned by the GRANTOR:

H-4-1-36-240

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN THENCE SOUTH 88°50'02" WEST ALONG THE CENTER SECTION LINE, A DISTANCE OF 1,510.88 FEET; THENCE SOUTH A DISTANCE OF 561.34 FEET TO THE POINT OF BEGINNING BEING ON THE NORTHERLY PROPERTY LINE OF THE GRANTOR; THENCE SOUTH 17°48'04" WEST, A DISTANCE OF 423.96 FEET TO THE POINT OF ENDING ON THE SOUTHERLY PROPERTY LINE OF THE GRANTOR.

GRANTOR hereby grants to GRANTEE the temporary use of such adjacent land of GRANTOR as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, or over said strip of land by the GRANTOR to any person, firm or corporation without the previous written consent of said GRANTEE.

GRANTOR, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

GRANTOR, and his successors and assigns, further agree that no building, fences, walls or other structures of any kind, and not trees, shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and no shrubs or other plants or vegetation shall be placed, planted or maintained in the portion of easement and right-of-way, and that no changes in the alignment or grading of any such road will be made without prior written consent of the GRANTEE. Should any building or structure require removal to maintain said sewer pipeline, it will be repaired at no cost to the GRANTEE.

GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and to trim, cut down or clear away any trees and brush whenever in GRANTEE's judgment it is necessary for the convenience and sage exercise of the rights hereby granted. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner which will not interfere with GRANTOR's reasonable and lawful use of said easement.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR.

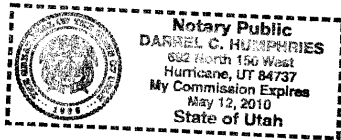
IN WITNESS WHEREOF, GRANTOR has executed this instrument this 22 day of September, 2006.

GRANTOR:

*Dale W. Johnson*





STATE OF UTAH            )  
  )  
COUNTY OF WASHINGTON)

On the 22 day of September, 2006, personally appeared before me Dale W. Johnson who being duly sworn, did say that he/she/they executed the within and foregoing instrument for the reasons stated therein.



*Darrel C. Humphries*  
NOTARY PUBLIC

EAST 1/4 CORNER OF SECTION 36, T41S, R14W.

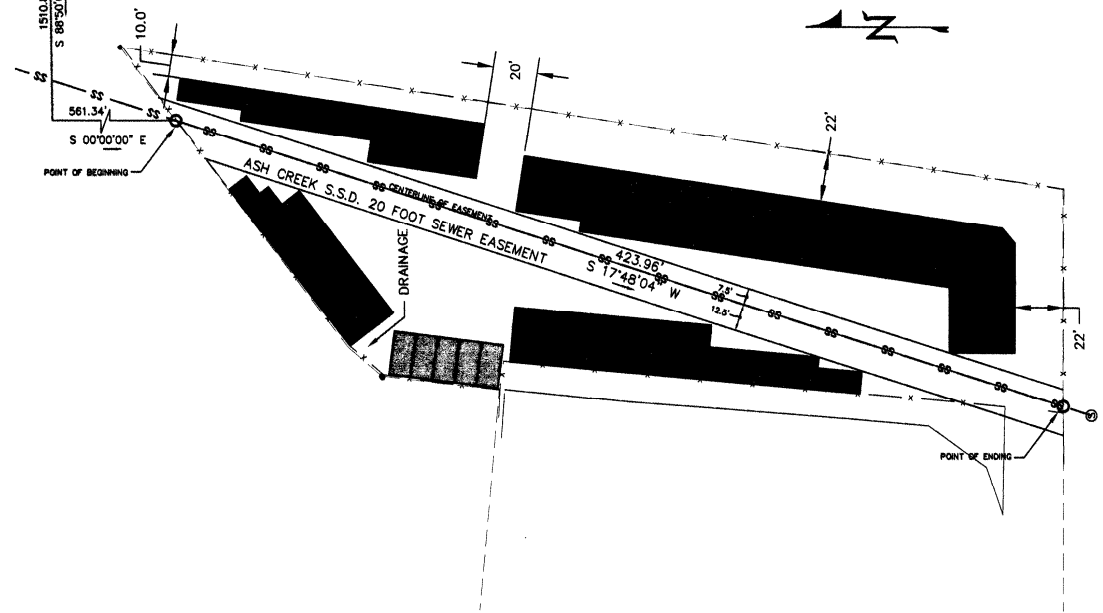
UNITS	
	10x10 = 11 EACH
	10x15 = 55 EACH
	10x20 = 5 EACH
	10x25 = 23 EACH
	TOTAL = 94

PLOT SCALE: 1"=10'  
 © 2006  
 FILE NAME: \Johnson.dwg

PROJECT NO: 0501

**ProValue Engineering, Inc.**  
 606 West State St., Suite 4, Hurricane, UT 84757  
 TEL: (435) 636-6236 FAX: (435) 436-3070

**JOHNSON STORAGE UNITS  
 ASH CREEK SEWER EASEMENT**



DESIGNED KEW	CHECKED KEW	DRAWN KEW
SCALE: N.T.S.	DATE: 8-13-06	
SHEET NO: 1 OF 1	DRAWING NO: C1	