

REQUEST: Washington City

BOOK 304 PAGE 37-39

FILE RIF

REC JAN 14 PM 12:34 AMENDED JANUARY 19, 1981  
234663 EASEMENT

DOCUMENT

HERBERT S. SEENTLEY  
WASHINGTON CITY RECORDER

BY JP

Water Pipeline & Well Site

Fund: School  
Right of Way No. 1720

THE STATE OF UTAH, by and through the Division of State Lands, Grantor, in consideration of the payment of \$20.00 application fee, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before 1 January 1982, and every third year thereafter, or within 10 days of notice from Grantor that payment is due, hereby grants to the CITY OF WASHINGTON, Washington, Utah 84780, Grantee, an easement for a water pipeline on State lands, 15,601.23 feet in length, 50 feet wide, being 25 feet on either side of the following described centerline, to-wit:

Township 42 South, Range 15 West, Salt Lake Base & Meridian  
Section 2: Washington County  
Section 11:

Beginning at a point North 0° 15' 47" East, 1129.17' from the W $\frac{1}{4}$  corner of Section 2, Township 42 South, Range 15 West, Salt Lake Base & Meridian; thence South 20° 14' 06" East, 1451.33'; thence South 17° 15' 46" East, 979.69'; thence South 12° 51' 06" East, 1213.15'; thence South 10° 19' 44" West, 1195.29'; thence South 0° 45' 18" West, 432.13'; thence South 6° 48' 02" East, 1333.05'; thence South 12° 31' 32" East, 1182.52'; thence South 10° 59' 24" West, 1536.67' to a point on the South line of Section 11, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point being North 88° 44' 15" East, 1181.06' from the Southwest corner of said section.

Beginning at a point North 86° 09' 11" East, 1023.31' from the West quarter corner of Section 11, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence South 34° 15' 38" West, 2227.73'; thence South 39° 00' 18" West, 640.83'; thence South 67° 08' 16" West, 704.74' to a point on the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 10; said point being North 0° 48' 34" West, 127.14' from the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 10.

Beginning at a point North 86° 09' 11" East, 1023.31' from the West quarter corner of Section 11, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence North 53° 43' 58" East, 1318.50'; thence North 59° 52' 18" East, 929.84'; thence North 5° 04' 38" East, 455.76'.

The well site is described as follows, to wit:

Township 42 South, Range 15 West, Salt Lake Base & Meridian  
Section 2: Washington County

Situated at a point 0° 15' 47" East 1129.17 feet from the West quarter corner of Section 2, Township 42 South, 15 West and having a radius of 100 feet. Comprising .72 acres more or less.

TO HAVE AND TO HOLD until Grantee, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

GRANTOR reserves the right to designate two outlets for stock watering. These designations will be made after consultation with the Grantee and the Grantee's engineering firm.

GRANTEE, upon application by the Grantor, will consider areas for annexation to be designated by the Grantor and will agree to provide culinary water for the same consideration as any other applicant requesting services. Grantee also agrees to consider petitions for rezoning and the providing of other city services on the same basis as any other applicant.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said water pipeline and hold Grantor harmless from any and all liability which may arise from the construction and maintenance of said pipeline so long as the easement shall remain in force and effect.

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GRANTEE shall further agree that the right of way and all described areas shall be rehabilitated and seeded as determined by the Grantor.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said water pipeline. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the Grantor and Grantee that the Grantor shall have the right to remove, or cause the same to be removed, all at the cost and expense of the Grantee.

THE GRANTOR herein reserves the right to utilize said right of way and easement for the ingress and egress and access to and from the lands owned by Grantor on both sides of said easement.

THE GRANTEE COVENANTS AND AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the Grantee will be reimbursed for such costs in accordance with the applicable rules and regulations.

GRANTOR expressly reserves the right to lease said land for exploring, developing and producing oil, gas and all other minerals, together with the right of ingress and egress across said right of way; provided that no drilling of oil well nor mining shaft is being constructed within the boundaries of said right of way.

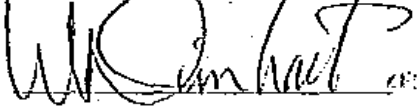
GRANTOR claims title in fee simple, but does not warrant to Grantee the validity of title to the leased premises. Grantee shall have no claim for damages or refund against the Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

IN WITNESS WHEREOF, the State of Utah, through and by its Board of State Lands has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 1979, by its Director, duly authorized by a resolution of said Board dated 21 June 1978.

234663

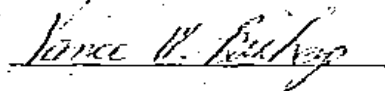
GRANTOR: STATE OF UTAH  
Division of State Lands  
231 East 400 South  
Salt Lake City, Utah 84111

By:



GRANTEE: CITY OF WASHINGTON  
Washington, Utah 84780

By:



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STATE OF UTAH )  
                          : ss  
COUNTY OF SALT LAKE )

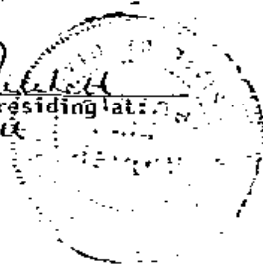
On this 23rd day of June, 1981, personally appeared before me William K. Dinehart, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands by resolution of the Board of State Lands, and said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 23rd day of June, 1981.

234663

My Commission Expires: 9-30-82

Hebea Pritchett  
Notary Public, residing at:  
Sec 11

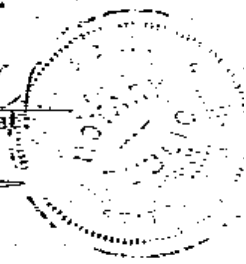


STATE OF UTAH )  
                          : ss  
COUNTY OF SALT LAKE )

On the 12 day of June, 1981, personally appeared before me Vance Bishop who being by me duly sworn did say that he is the City Manager of Washington City, and that said instrument was signed in behalf of said \_\_\_\_\_ and said Vance W Bishop acknowledged to me that said CITY OF WASHINGTON executed the same.

Given under my hand and seal this 12 day of June, 1981.

Paola Hatchel  
Notary Public, residing at:



My Commission Expires:

By [Signature]