

Margaret R. Evans, Box Elder Co. Recorder *Margaret R. Evans*
EASEMENT NO. 2-B

KNOW ALL MEN BY THESE PRESENTS, that ETHEL W. WALKER, LEWAYNE WALKER & GRACE N. WALKER, HIS WIFE - RFD #1, BRIGHAM CITY, UTAH 84302

of Box Elder County, Utah (whether one or more than one), hereinafter called the Grantor, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to him paid by Acme Water Company of Box Elder County, Utah, a corporation, hereinafter called the Grantee, the receipt of which is hereby acknowledged, does hereby grant to the said Grantee, his (their, its) heirs, executors, administrators, successors and assigns a perpetual easement and right-of-way 15 feet in width, being 7.5 feet left and 7.5 feet right, and a temporary construction easement 60 feet in width, being 10 feet left and 50 feet right, of the described alignment for the construction, operation, maintenance, removal and replacement of a pipeline or pipelines and their appurtenant works upon, over, under and across the following described lands owned by the Grantor(s), lying in Box Elder County, State of Utah:

Beginning at a point 1328.2 feet North of the Southeast corner of Section 4, Township 10 North; Range 2 West, SLM; South 62° 44' West 605.8 feet, South 282.4 feet, South 61° 15' West to a point 352.0 feet North of West line of East 1/2 of Southeast 1/4 of said Section; thence North 2288.0 Feet to North line of Southeast 1/4 of said Section, East 1320.0 feet South 1311.8 feet to beginning; containing 52.46 acres.

Beginning at a point 6.80 chains East of the 1/4 Section corner to Sections 4 and 9, Township 10 North, Range 2 West, SLM; thence North 55° 15' East 7.05 chains; thence North 76° 30' East 7.65 chains to the East boundary of the Southwest 1/4 of the Southeast 1/4 of Section 4; thence South 5.67 chains to the Southeast corner of said 1/4 Section; thence West 13.20 chains to beginning, less tract sold.

Beginning at a point 6.80 chains East of the 1/4 section corner to Sections 4 and 9, T10N, R2W, SLM; thence East 8.70 chains; thence South 55° 10' West 13.25 chains along the center of lane to center of the County Road; thence North 24° 30' West 5 chains along road; thence North 55° 15' East 5.20 chains to beginning; being in Section 9, T10N, R2W, SLM; less tracts sold.

Beginning at a point 1.20 chains East of the 1/4 corner of Sections 4 and 9, T10N, R2W, SLM; thence North 24° 30' West 1.37 chains; thence North 60° East 21.90 chains to the East boundary of the Southwest 1/4 of the Southeast 1/4 of Section; thence South 5.67 chains; thence South 76° 30' West 7.65 chains; thence South 55° 15' West 7.05 chains to the South boundary of said 1/4 of said 1/4; thence West 5.55 chains to beginning being in Sections 4 and 9, Township 10 North, Range 2 West, SLM, containing 7.12 acres.

The alignment of said easement is described as follows:

Part of the Southeast 1/4 of Section 4 and part of the Northeast 1/4 of Section 9, Township 10 North, Range 2 West, SLB&M; beginning at a point located North 877.3 feet and West 538.3 feet from the Southeast corner of said Section 4, said point being located on Grantor's Easterly property line, and running thence South 57° 25' 52" West 1876.87 feet; thence South 60° 38' 40" West 439.5 feet to the Easterly right-of-way line of a State Highway.

Together with the right of ingress and egress for the purposes for which the above mentioned rights are herein granted.

PROVIDED, HOWEVER, THAT THE exercise by the Grantee of the rights hereby granted shall be subject to, and in accord with, the following conditions:

Grantee shall be liable for and pay promptly when caused, damages to crops, whether growing or perennial, and care shall be taken by Grantee to minimize such damage.

All pipes and appurtenant works shall be buried not less than four feet deep and all trenches or excavations shall be back filled in a workmanlike manner and the area restored to its original conditions.

All fences, irrigation ditches, headgates and improvements shall be replaced or restored to their former condition. All such excavation or construction shall be completed on or before March 1, 1975, or the same date in any subsequent year in order to minimize damages to Grantor.

Grantee shall be liable for, and shall pay promptly when caused, all damages to the Grantor resulting from the Grantee's future maintenance, repair, replacement and/or additions to the original pipes and appurtenant works installed pursuant to this easement.

The easement granted herein shall be subject to and conditioned on compliance by the Grantee with the terms and conditions contained herein, and upon non-compliance, said easement shall terminate.

Upon failure of the Grantee to comply with any of the terms and conditions contained herein, the Grantee shall pay all costs and expenses including a reasonable attorney's fee incurred by the Grantor to enforce said terms and conditions.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 21 day of April, 19 75.

STATE OF UTAH

ss.

COUNTY OF

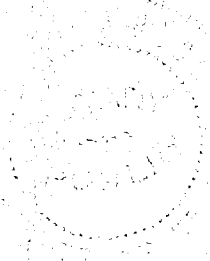
Le Wayne Walker
Grace N Walker
Ethel W Walker

On the 21 day of April, 19 75, personally appeared before me, Frank M. Johnson, Grace N Walker, Ethel W Walker the signer (s) of the foregoing instrument, who duly acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Frank M. Johnson
Notary Public
Residing at: B. Highway 1, P.O. Box 100, Hatch, Utah

My Commission Expires: Jan 14, 1978



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Grace N Walker
Ethel W Walker