

UTILITY RIGHT-OF-WAY
AND EASEMENT

Recorded MAR 29 2012 Filing No. 82969
At 11:33 AM/PM in Book F11 Page 498
Fee -0- Debra L. Ames Rich County Recorder
Requested by Bear Lake Special Service Dist

KNOWN ALL MEN BY THESE PRESENTS:

The undersigned natural persons, partnerships, associations, and/or corporations hereinafter referred to as GRANTOR, does hereby convey and warrant unto the BEAR LAKE SPECIAL SERVICE DISTRICT organized and existing under and by virtue of the laws of the State of Utah, hereinafter referred to as GRANTEE, its successor and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement thirty (30) feet in width to construct, install, maintain, operate, repair, inspect, remove, and replace, a sewerage collection pipeline, manhole, appurtenances and other necessary service lines and collection facilities, hereinafter called FACILITIES, over, across, and through the land of the GRANTOR situated in Rich County, State of Utah, being a portion of the following description of record:

RICH COUNTY TAX ID # 41-21-40-271

COM 1.90 CHS N OF SW COR OF NW/4 OF SEC 21, T14N, R5E, SLM, TH E 17.57 CHS, TH N 9.45 CHS, TH W 17.57 CHS, TH W 9.45 CHS TO PL OF BEG SAID EASEMENT BEING THE WEST 30 FEET OF THE ABOVE DESCRIBED PROPERTY, ALONG THE WEST LINE OF SAID SEC 21 THE ENTIRE WEST SIDE LENGTH OF THE PROPERTY.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove, and replace the same. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the FACILITIES. The GRANTOR shall have the right to use the said premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE provided such use does not interfere with the FACILITIES or any other rights granted to the GRANTEE hereunder.

The GRANTEE hereby agrees to pay damages, restore, or replace in kind, at the GRANTEE's discretion; fences, crops, underground pipes, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal of the FACILITIES. The GRANTEE agrees to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(s), his heirs, successors, and assigns.

This right-of-way grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE and may be assigned in whole or in part by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTOR(s) have executed this instrument this

21 day of May, 2009.

Nixie Rich
Grantor

Grantor

Grantor

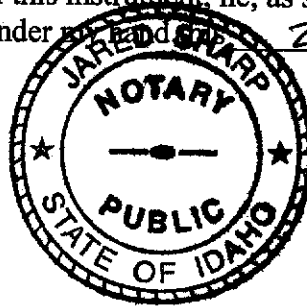
Grantor

ACKNOWLEDGMENTS

STATE OF IDAHO)
) :ss.
COUNTY OF Bear Lake)

I, Jared Sharp, a notary public in and for said county in said state, hereby certify that Nixie Rich, owner of the above described property, and who is known to me, signed to the forgoing instrument and acknowledged before me on this day that, being informed of the contents of this instrument, he, as such owner and with full authority executed the same voluntarily. Given under my hand and seal 21st day of May, 2009.

Jared Sharp
Notary Public



My Commission Expires: 01-03-12

Residing in: Montpelier ID 83254