

(NO. 32) RIGHT-OF-WAY EASEMENT

ENT 88327 BK 3571 PG 179
NINA B REID UTAH CO RECORDER BY MB
1994 NOV 18 1:30 PM FEE .00
RECORDED FOR SANTAQUIN CITY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to W. M. ERCANBRACK CO. hereinafter referred to as GRANTOR, by SANTAQUIN CITY CORPORATION, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in Utah County, State of Utah, and more particularly described as follows (the Premises):

Beginning at a point on the grantor's northerly property line at a point on the southerly side of Lark Street, said point being South 1047.53 feet and East 21.91 feet from the North quarter corner of Section 2, Township 10 South, Range 1 East, Salt Lake Base & Meridian; (Basis of Bearing: Utah Coordinate System Central Zone); thence South 00°08'21" East 804.14 feet to the grantor's South property line.

The Premises may partially or completely lie within GRANTOR's property. The construction easement shall be one-half (1/2) chain in width granted for the time of original installation of the facilities hereinafter described, one (1) rod on each side of the center line of said Premises. The perpetual easement shall be one (1) rod in width, one-half (1/2) rod on each side of the center line of said Premises. In the event the facilities to be constructed in the Premises cannot be located on or near the center line, the legal description shall be modified and an amendment to this easement shall be executed by the parties.

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, valve boxes, manholes, cleanouts, and other similar structures and appurtenances, over, across, under and through the Premises; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, valves, valve boxes, manholes, cleanouts, and other similar structures and appurtenances, over, across, under and through the Premises.

So long a such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the construction and perpetual easements. 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 the construction, maintenances, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the Premises for purposes of initial construction.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTEE's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding

upon GRANTOR, his successors and assigns, and shall enure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17th day of November, 1994.

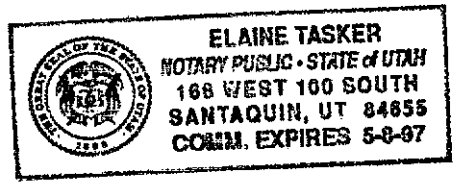
W. M. Ercanbrack Co., Inc.
(Corporation)

By Randall Ercanbrack
Vice Pres.

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of November, 1993, personally appeared before me Randall Ercanbrack who, being by me duly sworn, did say that he is the Vice President of M. W. ercanbrack Co. Inc. that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Randall Ercanbrack acknowledged to me that said corporation executed the same.

Elaine Tasker
NOTARY PUBLIC



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into this 17th day of November, 1994, by and between W.M. ERCANBRACK CO. (hereafter "Owner") and SANTAQUIN CITY (hereafter "the City"),

W I T N E S S E T H :

1. The City has previously acquired from the Owner a Right of Entry for installation of a sewer line across Owner's property.
2. The Right of Entry reserved for later determination the amount of just compensation due the Owner for granting a permanent easement.
3. The parties have settled upon \$5,000 as the amount of just compensation, and have agreed upon the matters hereafter advanced.
4. Upon payment of \$5,000, the Owner agrees to execute the permanent right-of-way easement and deliver the same to the City.
5. The Owner will be entitled to connect a personal residence to the sewer at a convenient location for the regular service connection fee.
6. At the present time the owner has a water connection which serves a business as well as a personal residence. At the time of installing the sewer line the City will install a new water line so that the home and business will have separate water service.
7. The City will install a new one-inch water meter along the street north of the Owner's property and will run a 2-inch schedule 40 plastic water line from the meter to an area west of the home where as existing line runs westerly to the business.
8. The Owner will pay a water connection fee of \$800 plus the difference in cost between a one-inch meter and a three-fourth-inch meter.
9. After the new water line is installed the house will qualify for in-city water and sewer rates.

10. So long as the business remains outside of the City it will pay the normal out-of-city rates.

11. The City will be responsible for repairing all water lines, sprinkling service lines, etc. and will otherwise remedy any problems arising from installation of the sewer line.

12. It is understood that the contractor responsible for installing the sewer line is obliged to remove, store and replace any disturbed top soil so that the subsoils are not left on the surface.

13. It is understood that the sewer line will be installed during the off-season so as to avoid interference with the Owner's fruit business.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

SANTAQUIN CITY

W.M. ERCANBRACK CO.

By *Karl Brundell*

By *Randall Ercanbrack*

