

RIGHT-OF-WAY EASEMENT NO. 2

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to
Bud E. Selman

hereinafter referred to as GRANTOR, by SALEM 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:

Impacted Parcel(s)

Commencing 28.58 chains North of the Southwest corner of Section 13, in Township 9 South, Range 2 East of the SLB&M; thence North 11.42 chains; thence East 40.00 chains; thence South 11.42 chains; thence West 40.00 chains to the place of beginning. Area 45.68 acres. Also: Commencing at the SE corner of the West half of the SW $\frac{1}{4}$ of Section 13, Township 9 South, Range 2 East of the SLB&M; thence North 2.40 chains; thence North 66°07'00" chains; thence North 80°40'00" West 1.67 chains; thence South 12°23'00" East 5.53 chains; thence East 6.63 chains to the place of beginning. Area 2.87 acres.

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the center line of said facilities. The perpetual easement shall be 25 feet in width, 12.5 feet on each side of the center line of said facilities. Center of pipeline shall be no greater than 12.5 feet from the North property line.

Description of Easement(s)

Easement(s) shall be for pipelines, manholes, valves, and appurtenances to be constructed as part of the Salem City Culinary Water Improvements Project to be constructed from September 1996 to September 1997. The alignment of the pipe is shown as part of the plans for construction of the said facilities.

Purpose and Conditions

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, manholes, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, manholes, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement.

So long as 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 easements 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 GRANTOR'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 inure 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 27th day of Oct, 1997.
Bud E. Selman

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

On the 27th day of Oct, 1997, personally appeared before me Bud
E. Selman the signers of the foregoing instrument, who duly
acknowledged to me that they executed the same.

Lavera D. James
NOTARY PUBLIC

