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City of Riverton c/o Gilson Engineering 12401 South 450 East Draper, Utah 84020 7669621
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Book - 8371 P9 - 5415-5417
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
RIVERTON CITY
PO BOX 429
RIVERTON UT 84065
BY: KCC, DEPUTY - WI 3 P.

Property No. 508-5381

WATER SYSTEM EASEMENT

(Wel Ut Riverton Crops Project)

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby quit claims to the City of Riverton ("Grantee"), a perpetual non-exclusive easement over, through and across a portion of Grantor's real property located in Salt Lake County, State of Utah more particularly described in Exhibit "A," which attached hereto and incorporated herein ("Easement Property"), to plan, install, and construct a secondary water system (the "Water System"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Water System shall be maintained and operated on the Easement Property, together with the right of the Grantee of ingress and egress to and from the Easement Property.

Grantee's right to use the Easement Property shall be subject to the following, which upon use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee: The Water System shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee. Grantee shall enter upon Grantor's property and the Easement Property at its sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of Grantor's property and the Easement Property. Grantee shall maintain and repair the Water System and any and all related improvements located on the Easement Property by Grantee in a good state of repair so that no damage will result to the Easement Property and the property of Grantor. Grantee, or its successors or assigns, as the case may be, shall repair and replace all grass, flowers, shrubs, trees, fences, existing water and/or irrigation pipes and lines and any other improvements located on the Easement Property or the adjacent property of Grantor that may be damaged in the prosecution of any work by Grantee, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface condition to the same or substantially the

same condition that it was in prior to such work by Grantee and leave the Easement Property and the adjacent property of Grantor in a clean condition free of litter and debris. Grantee further hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the use of the Easement Property and/or the Water System by Grantee, its agents, servants, employees, or contractors and (ii) any work performed on the Easement Property or Grantor's property by Grantee, or its successors and assigns, as the case may be, and their agents, servants, employees, consultants and/or contractors. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party.

Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Water System Easement is granted to Grantee.

IN TESTIMONY WHEREOF, witnesses signature of Grantor this 24th day of (Marek_____, 2000.

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CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Edwin Name (Print) Its: Authorized Agent

STATE OF UTAH

:ss

COUNTY OF SALT LAKE)

On this 24th day of Mastle, 2000, personally appeared before me Lawn J. Pond, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Edwin V. Pond acknowledged to me that the said Corporation executed the same.

Notary Public for Utah

Commission expires: 4/17 2000



Notary Public RITA C. JENSEN

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Exhibit "A"

(Easement Property)

A 20 FOOT WIDE SECONDARY WATER EASEMENT ALONG 4800 WEST FROM 13400 SOUTH TO THE EXISTING 1.0 MG STEEL TANK AS DESCRIBED AS FOLLOWS:

A parcel of the Grantor's property lying within a strip twenty (20) feet wide, said strip extending twenty (20) feet on the west side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the east line of Grantor's property, County Parcel No. 32-01-200-007, said point lying N. 89°38'35"W., along section line, 53.00 feet and S. 00°13'00"E. 52.37 feet to the point of beginning from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence S. 00°13'00"E., along Grantor's east property line 992.65 feet, more or less to a point on the Grantor's property. Contains 0.456 acres (approx. 992.65 linear feet).

Subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

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