

EASEMENT AND LICENSE AGREEMENT

617

\* \* \* \* \*

NW-3-37-1W

537330

THIS AGREEMENT entered into by and between KAYSVILLE CITY, a municipal corporation, of the State of Utah and FRUIT HEIGHTS CITY, a municipal corporation, of the State of Utah, said cities referred to herein collectively as the "Cities" and RIVERSIDE STAKE CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, hereinafter referred to as the "Church" as follows:

R E C I T A L S

1. The Cities are both municipal corporations of the State of Utah and are situated adjacent to each other and located in Davis County, State of Utah.
2. The Church owns and operates a farm in Davis County, State of Utah, which lies in part within the corporate limits of Kaysville City.
3. The Cities have entered into a joint Agreement for the construction of a storm drain system to transport storm waters from certain areas of said Cities for the benefit, use and protection of the residents and inhabitants of the said Cities.
4. That the Cities are presently in need of a holding pond or reservoir area in which to discharge storm waters.
5. That the Church has located upon its farm a pond or reservoir known locally as "Barton's Pond" which said pond is located in part upon the following described real property:

Beg S 88°11' E 1509.65 ft & N 19°32' W 426.46 ft & 99 ft E fr SW cor of NW¼ of Sec 3, T3N, RLW; th N 19°32' W 380 ft; th N 88°40'45" E 1368.96 ft; th S 02°35' W 390.08 ft; th W 1224.76 ft to p o b.

Recorded at request of *Kaysville City*.....Fee Paid \$ *20.00*  
Date *JUL 3 1979*.....all *A.M.* CAROL DEAN PAGE Recorder Davis County  
By *Carol Dean Page*.....Deputy Book *778*.....Page *617*

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6. That the Church has need of and can put to beneficial use, storm waters collected by the aforementioned storm drain system under construction by the Cities and can collect such storm drain waters in the said Barton's Pond to hold for utilization upon the said Church farm.

7. That the parties are desirous of providing for the storm drain referred to above to discharge storm drain waters into the said Barton's Pond located in part upon the Church property referred to above.

8. In order to facilitate the receipt of such waters into the said Barton's Pond the parties are desirous of having the Church grant an easement across its property to provide for the discharge of such waters into the said pond and the Church is desirous of granting a license to the Cities to discharge such waters into said pond.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Cities to the Church and for other good and valuable consideration including the mutual covenants, promises and conditions contained herein, the parties do hereby stipulate and agree as follows:

1. The Church hereby grants and conveys to the Cities a permanent and perpetual easement ten feet (10') in width lying five feet (5') on each side of a line running from the northeast corner of the above described property in a southwesterly direction on a line which most directly connects with the Barton's Pond lying in part upon the aforescribed property together with a temporary or construction easement forty feet (40') in width lying twenty feet (20') on each side of the said line connecting the northeast corner of the said property with the closest point of the said Barton's Pond. such easement to be for the purpose of allowing said Cities

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to install and maintain beneath the surface of said easement an eighteen inch (18") pipe for the purpose of conveying storm drain waters from the storm drain system of the said Cities into the said Barton's Pond.

2. The Church hereby grants and conveys to the Cities a permanent and perpetual license to discharge storm drain waters into the said Barton's Pond located upon its property and in part on the property hereinabove described.

3. That the Church shall be permitted to use the waters discharged into Barton's Pond in such manner as it deems fit and for any purposes which it may desire.

4. That the Cities may from time to time enter upon the said property for the purpose of cleaning, repairing or otherwise maintaining the said storm drain pipeline.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement this \_\_\_\_ day of July, 1979.

KAYSVILLE CITY

FRUIT HEIGHTS CITY

By: Gar J. Edison  
MAYOR

By: Neil K. Woods  
MAYOR

ATTEST:

ATTEST:

Steve E. Lewis  
City Recorder

Clara B. Manning  
City Recorder

RIVERSIDE STAKE CORPORATION OF  
CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS

By: John P. Blum (man)  
President

ATTEST:

Notary Public  
NOTARY PUBLIC

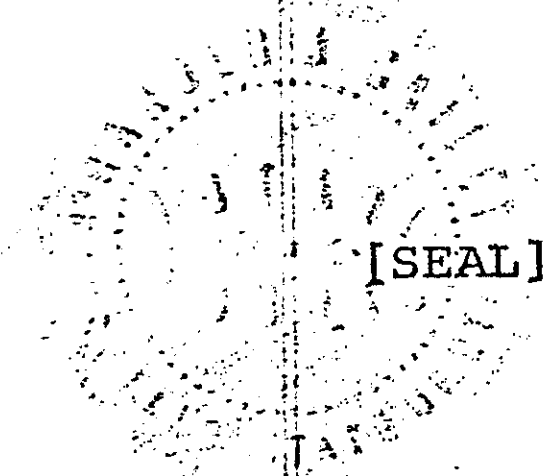
Residing at: Kaysville, Utah  
My Commission Expires:

Jan 16, 1980

STATE OF UTAH )  
( ss.  
COUNTY OF DAVIS )

620

On the 5<sup>th</sup> day of July, 1979, personally appeared before me, GAR ELISON and JOSEPHINE LEAVITT, who being by me duly sworn did say, each for himself and herself, that he, the said Gar Elison, is the Mayor of Kaysville City Corporation, and she, the said Josephine Leavitt, is the Clerk of the said Kaysville City Corporation, and that the within and foregoing instrument was signed on behalf of the said Kaysville City Corporation and that the seal affixed is the seal of the said Kaysville City Corporation.



[SEAL]

Harold J. Galley  
NOTARY PUBLIC  
Residing at: Kaysville, Utah  
My Commission Expires: 10-19-1982

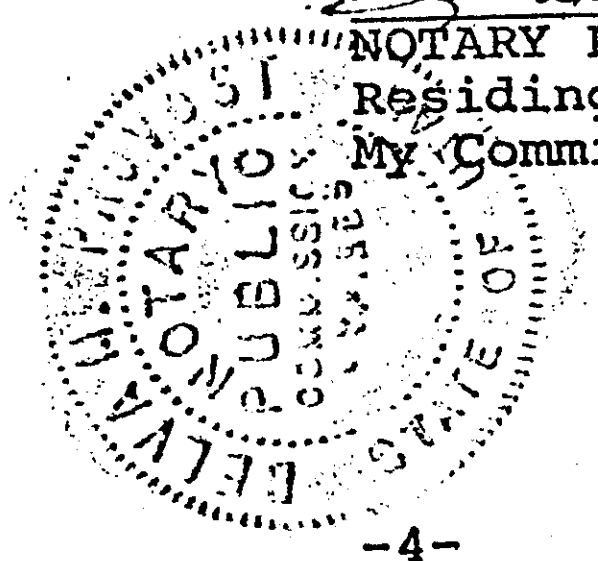
STATE OF UTAH )  
( ss.  
COUNTY OF DAVIS )

On the 5<sup>th</sup> day of July, 1979, personally appeared before me, NEIL K. NOORDA and ALAN B. MANNING, who being by me duly sworn did say, each for himself, that he, the said Neil K. Noorda, is the Mayor of Fruit Heights City Corporation, and he, the said Alan B. Manning, is the City Recorder of the said Fruit Heights City Corporation, and that the within and foregoing instrument was signed on behalf of the said Fruit Heights City Corporation and that the seal affixed is the seal of the said Fruit Heights City Corporation.



[SEAL]

Delmar M. Probst  
NOTARY PUBLIC  
Residing at: Fruit Heights, Utah  
My Commission Expires: 11-16-82



KING & KING  
LAWYERS  
251 EAST 200 SOUTH  
P. O. BOX 220  
CLEARFIELD, UTAH 84015

EASEMENT AND LICENSE AGREEMENT

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NW-3-37-1W

537330

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Recorded at request of *Kaysville City* Fee Paid \$ *10.00*  
Date *JUL 5 1979* at *11:00 A.M.* CAROL DEAN PAGE Recorder Davis County  
By *Carol Dean Page* Deputy Book *778* Page *617*

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6. That the Church has need of and can put to beneficial use, storm waters collected by the aforementioned storm drain system under construction by the Cities and can collect such storm drain waters in the said Barton's Pond to hold for utilization upon the said Church farm.

7. That the parties are desirous of providing for the storm drain referred to above to discharge storm drain waters into the said Barton's Pond located in part upon the Church property referred to above.

8. In order to facilitate the receipt of such waters into the said Barton's Pond the parties are desirous of having the Church grant an easement across its property to provide for the discharge of such waters into the said pond and the Church is desirous of granting a license to the Cities to discharge such waters into said pond.

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to install and maintain beneath the surface of said easement an eighteen inch (18") pipe for the purpose of conveying storm drain waters from the storm drain system of the said Cities into the said Barton's Pond.

2. The Church hereby grants and conveys to the Cities a permanent and perpetual license to discharge storm drain waters into the said Barton's Pond located upon its property and in part on the property hereinabove described.

3. That the Church shall be permitted to use the waters discharged into Barton's Pond in such manner as it deems fit and for any purposes which it may desire.

4. That the Cities may from time to time enter upon the said property for the purpose of cleaning, repairing or otherwise maintaining the said storm drain pipeline.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement this \_\_\_\_ day of July, 1979.

KAYSVILLE CITY

FRUIT HEIGHTS CITY

By: Gar J. Edison  
MAYOR

By: Neil K. Woods  
MAYOR

ATTEST:  
[Signature]  
City Recorder

ATTEST:  
[Signature]  
City Recorder

RIVERSIDE STAKE CORPORATION OF  
CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS

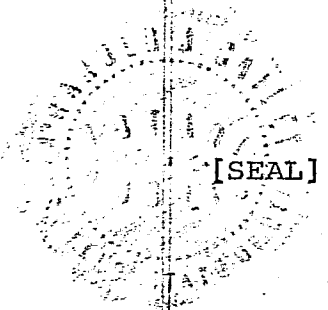
By: [Signature]  
President

ATTEST:  
[Signature]  
NOTARY PUBLIC  
Residing at: Kaysville, Utah  
My Commission Expires: July 6, 1980

STATE OF UTAH )  
( ss.  
COUNTY OF DAVIS )

620

On the 5th day of July, 1979, personally appeared before me, GAR ELISON and JOSEPHINE LEAVITT, who being by me duly sworn did say, each for himself and herself, that he, the said Gar Elison, is the Mayor of Kaysville City Corporation, and she, the said Josephine Leavitt, is the Clerk of the said Kaysville City Corporation, and that the within and foregoing instrument was signed on behalf of the said Kaysville City Corporation and that the seal affixed is the seal of the said Kaysville City Corporation.

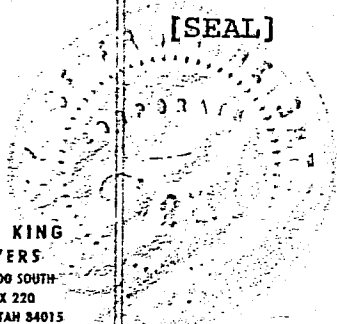


[SEAL]

Harold J. Galey  
NOTARY PUBLIC  
Residing at: Kaysville, Utah  
My Commission Expires: 10-19-1982

STATE OF UTAH )  
( ss.  
COUNTY OF DAVIS )

On the 5th day of July, 1979, personally appeared before me, NEIL K. NOORDA and ALAN B. MANNING, who being by me duly sworn did say, each for himself, that he, the said Neil K. Noorda, is the Mayor of Fruit Heights City Corporation, and he, the said Alan B. Manning, is the City Recorder of the said Fruit Heights City Corporation, and that the within and foregoing instrument was signed on behalf of the said Fruit Heights City Corporation and that the seal affixed is the seal of the said Fruit Heights City Corporation.



[SEAL]

Delva M. Provost  
NOTARY PUBLIC  
Residing at: Fruit Heights, Utah  
My Commission Expires: 11-16-82

