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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
POOLE & ASSOCIATES LLC  
4543 S 700 E STE 200  
SALT LAKE CITY UT 84107  
BY: NEH, DEPUTY - WI 5 P.

When Recorded, Mail To:

Dennis K. Poole  
POOLE & ASSOCIATES, L.C.  
4543 South 700 East, Suite 200  
Salt Lake City, Utah 84107

Space above for County Recorder's Use

**PARCEL NOS. 22-15-251-003  
22-15-251-007**

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this 2 day of Aug, 2012, by and between **GORDON S. BOWEN** (hereinafter "Grantor") and **DARIN PARKER** and **RACHELLE PARKER** (hereinafter collectively, "Grantees").

### RECITALS

A. Grantor is the owner of that certain real property located in Salt Lake County, State of Utah and more particularly described on Exhibit "A" hereto (the "Bowen Parcel").

B. Grantees are the owners of that certain real property immediately to the north of the Bowen Parcel and more particularly described on Exhibit "B" hereto (the "Parker Parcel").

C. Grantees desire an easement through the Bowen Parcel to install an underground sanitary sewer lateral through the Bowen Parcel and to connect to a sanitary sewer line that is south of the Bowen Parcel.

D. Grantor is willing to grant an easement over the Bowen Parcel for Grantees' installation and maintenance of a sewer lateral upon the terms and conditions of this Easement Agreement.

NOW, THEREFORE, for the foregoing purposes, and for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants, conveys, sells, and sets over unto Grantees and their successors and assigns a perpetual, non-exclusive easement for purposes of installing, maintaining, operating, repairing, inspecting, and replacing an underground sanitary sewer line and structures and facilities associated therewith (collectively, the "Sewer Line") over and through the Grantor's land, which easement area (the "Easement Area") is more particularly described as follows:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE BOWEN PROPERTY SAID POINT BEING LOCATED EAST 790.22 FEET AND SOUTH 1347.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 27°22'28" W 32.71 FEET; THENCE S 00°13'00" W 161.61 FEET; THENCE S 74°38'54" E 158.50 FEET; THENCE S 00°13'00" W 268.84 FEET TO A POINT ON SAID PROPERTY LINE.

During periods of construction, Grantees and their contractors may use such portions of Grantors' property along and adjacent to the Easement Area as may be reasonably necessary in connection with the construction, repair, or replacement of the Sewer Line.

2. Easement Limitations. Grantees shall install the Sewer Line below the surface of the Easement Area, and the installation of the Sewer Line shall comply with all governmental

regulations. Grantees use of the Easement Area shall be limited to such use as is reasonably necessary for the purposes set forth in Paragraph 1.

3. Maintenance. Grantees shall be responsible for maintaining the Sewer Line within the Easement Area in good order, condition, and repair, and may access the Easement Area for such purposes. Each time the Grantees disturb the surface of the Easement Area and any adjacent property for the purposes permitted above and upon completion of such purposes, Grantees shall have an obligation to restore the disturbed surface, including landscaping, of the Easement Area and any adjacent real property to the condition existing immediately prior to Grantees' disturbance thereof; provided, however, that after installation of the Sewer Line, in order to limit the disturbance of the trees and natural vegetation on the Bowen Parcel, no heavy machinery or equipment will be used to maintain or repair the Sewer Line unless not otherwise feasible. Except as expressly provided herein, Grantees shall have no other responsibility to maintain the Easement Area.

4. Taxes & Insurance. Grantees shall have no obligation to insure the Easement Area or to pay real property taxes attributable to the Easement Area.

5. No Liens. Grantees shall not permit any lien or claim of mechanics or laborers to be filed against the Bowen Parcel, or any part thereof, for labor or materials furnished pursuant to any agreement by Grantees related to the Easement Area. Within thirty (30) days after Grantees receive notice of the filing or recording of any such lien, Grantees shall cause the same to be removed and/or discharged.

6. Indemnity. Grantees shall indemnify and hold harmless Grantor, his agents and contractors, from or against any liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or property damage arising from Grantees' use of the Easement Area, except to the extent arising directly and solely from the actions of Grantor.

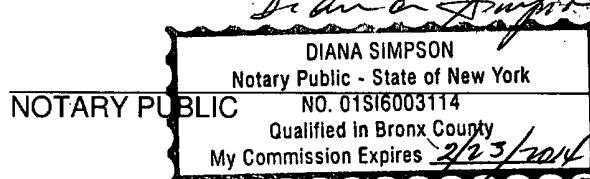
7. Covenants to Run with Land. The easements and covenants created by this Easement Agreement are intended by the parties to be and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of parties and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns.

8. Attorneys Fees. In the event one of the parties hereto is required to sue to enforce this Easement Agreement, the prevailing party shall be entitled to its attorneys fees and costs incurred in such enforcement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first above appearing.

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
: ss.  
)

On the 5<sup>th</sup> day of September, 2012, personally appeared before me GORDON S. BOWEN, the signer of the within instrument who duly acknowledged to me that he executed the same.



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Grantees:

DARIN PARKER

RACHELLE PARKER

STATE OF UTAH )  
COUNTY OF SALT LAKE )  
: ss.

On the 2 day of August, 2012, personally appeared before me DARIN PARKER and RACHELLE PARKER, the signers of the within instrument who duly acknowledged to me that they executed the same.

Nancy Villanueva  
NOTARY PUBLIC



EXHIBIT A

Legal Description of the Bowen Parcel

BEGINNING AT A POINT SOUTH 1252.50 FEET AND EAST 1241.97 FEET FROM THE NORTH 1/4 CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°49' WEST 158.00 FEET; THENCE NORTH 81°32' WEST 63.55 FEET; THENCE SOUTH 74°43' WEST 34.35 FEET; THENCE NORTH 89°49' WEST 63.97 FEET; THENCE SOUTH 0°13' WEST 20.00 FEET; THENCE NORTH 89°49' WEST 104.20 FEET; THENCE SOUTH 30°14'30" WEST 89.14 FEET; THENCE NORTH 89°49' WEST 154.97 FEET; THENCE SOUTH 42°15' EAST 12.52 FEET THENCE SOUTH 0°13' WEST 225.30 FEET; THENCE SOUTH 89°47' EAST 150.00 FEET; THENCE SOUTH 0°13' WEST 272.84 FEET; THENCE NORTH 60°48'30" EAST 28.37 FEET; THENCE NORTH 59°29' WEST 10.09 FEET; THENCE NORTH 0°13' EAST 253.82 FEET; THENCE SOUTH 83°55' EAST 194.39 FEET; THENCE NORTH 0°13' EAST 332.50 FEET; THENCE SOUTH 89°49' EAST 2.73 FEET; THENCE NORTH 74°43' EAST 32.86 FEET; THENCE SOUTH 81°32' EAST 60.79 FEET; THENCE SOUTH 89°49' EAST 159.44 FEET; THENCE NORTH 0°13' EAST 20.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF WALKER'S LANE, SAID POINT BEING SOUTH 412.03 FEET AND EAST 1245.16 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°47' WEST ALONG SOUTH LINE OF WALKER'S LANE 40 FEET; THENCE SOUTH 17°20' EAST 60 FEET; THENCE SOUTH 7°40' WEST 106.0 FEET; THENCE SOUTH 9°40' EAST 95.0 FEET; THENCE SOUTH 6°10' WEST 65.0 FEET; THENCE SOUTH 0°30' WEST 52.0 FEET; THENCE SOUTH 5°10' EAST 95.0 FEET; THENCE SOUTH 1°50' WEST 185.0 FEET; THENCE SOUTH 7°20' EAST 40.0 FEET; THENCE SOUTH 2°20" WEST 123.0 FEET; THENCE SOUTH 1°00' EAST 98.0 FEET; THENCE SOUTH 0°50' WEST 406.0 FEET; THENCE SOUTH 13°30' WEST 95.0 FEET; THENCE EAST 52.0 FEET; THENCE NORTH 0°13' EAST 1407.0 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

TOGETHER WITH A RIGHT OF WAY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 1806.92 FEET AND EAST 1239.88 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 EAST; SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°25' WEST 280.40 FEET; THENCE SOUTH 86°24' WEST 55.63 FEET; THENCE SOUTH 77°05'30" WEST 73.20 FEET; THENCE SOUTH 60°48'30" WEST 107.35 FEET; THENCE SOUTH 0°02' WEST 41.07 FEET; THENCE SOUTH 89°47' EAST 20.00 FEET; THENCE NORTH 0°02' EAST 29.41 FEET; THENCE NORTH 60°48'30" EAST 92.77 FEET; THENCE NORTH 77°05'30" EAST 68.72 FEET; THENCE NORTH 86°24' EAST 53.27 FEET; THENCE SOUTH 89°25' EAST 279.78 FEET; THENCE NORTH 0°13' EAST 20.00 FEET TO THE POINT OF COMMENCEMENT.

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EXHIBIT B

Legal Description of the Parker Parcel

Beginning at a point South 1140.03 feet and East 573.69 feet from the North quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°47' East 55.40 feet; thence South 89°49' East 295.33 feet, thence South 0°13' West 130.00 feet; thence North 89°49' West 104.20 feet; thence South 30°14'30" West 89.14 feet; thence North 89°49' West 154.97 feet; thence North 42°15' West 69.48 feet; thence North 0°12' East 155.90 feet to the point of beginning.

Together with a right of way 20 feet wide, being 10 feet on either side of the following described centerline: Beginning at a point South line of Walker's Lane, said point being South 412.00 feet and East 1233.00 feet from the North quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°15'30" East 122.00 feet; thence South 15°42'30" West 47.30 feet; thence South 8°09' East 93.00 feet; thence South 7°55' West 58.00 feet; thence South 14°17' East 46.00 feet; thence South 1°39'30" West 94.00 feet; thence South 0°07' East 116.00 feet; thence South 1°22' East 107.00 feet; thence South 2°2'30" West 130.00 feet; thence South 3°22' East 32.05 feet.

Also Together with a right of way over the following described property: Beginning at a point South 1140.03 feet and East 573.69 feet and South 89°47' East 55.40 feet and South 89°49' East 295.33 feet and South 0°13' West 110.00 feet from the North quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°13' West 20.00 feet; thence South 89°49' East 66.70 feet; thence North 74°43' East 32.86 feet; thence South 81°32' East 60.79 feet; thence South 89°49' East 159.44 feet; thence North 0°13' East 20.00 feet; thence North 89°49' West 158.00 feet; thence North 81°32' West 63.55 feet; thence South 74°43' West 34.35 feet; thence North 89°49' West 63.97 feet to the point of beginning.

Parcel No.: 22-15-251-003