

**EASEMENT AGREEMENT
FOR
INSTALLATION AND MAINTENANCE OF SANITARY SEWER**

AGREEMENT make the 29th day of May, 1996, between Don M. Jones, residing at 3841 North Westwood Drive, Ogden, Utah 84414, hereinafter called the "Grantor", and Thomas O. Harward residing at 4553 Sumac Ct., Cedar Hills, Utah 84062, hereinafter called the "Grantee".

1. GRANT. The Grantor agrees to grant to the Grantee a 15 foot wide easement, for the construction and maintenance of an 8 inch sanitary sewer line, along the south and west edge of a 20 acre parcel of land that is more particularly described and identified as follows:

A part of the Northwest Quarter of Section 32, Township 7 North, Range 1 West Salt Lake Meridian, U.S. Survey:

Beginning at a point on the existing fence line said point being South 1 deg 11 min 01 sec East 267.21 feet along a section line; South 88 deg 22 min 17 sec East 185.45 feet and South 1 deg 09 min 10 sec West 96.17 feet from the Northwest corner of said Section 32; and running thence South 89 deg 17 min 56 sec East 662.10 feet to an existing fence corner; South 88 deg 41 min 53 sec East 493.20 feet along a fence; thence South 89 deg 04 min 28 sec East 500.59 feet along a fence to a fence corner; thence South 0 deg 53 min 05 sec West 569.33 feet along a fence to a fence corner; thence North 89 deg 08 min 44 sec West 1384.24 feet along an extended fence line and a fence to a fence corner; thence North 0 deg 58 min 25 sec East 165.16 feet along a fence to a fence corner; thence North 88 deg 38 min 59 sec West 273.80 feet along a fence to a fence corner; thence North 1 deg 09 min 10 sec East 404.51 feet along a fence to the point of beginning.

Contains 20.701 Acres

The 15 foot wide strip of property that the easement covers is more particularly described and identified as follows:

A part of the Northwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Meridian, U.S. Survey:

Beginning at a corner point on the existing fence line said point being South 1 deg 11 min 01 sec East 267.21 feet along a section line; South 88 deg 22 min 17 sec East 185.45 feet and South 1 deg 09 min 10 sec West 500.68 feet from the Northwest corner of said Section 32; and running thence North 1 deg 09 min 10 sec East 15 feet; thence South 88 deg 38 min 59 sec East 288.80 feet; thence South 0 deg 58 min 25 sec West 180.16 feet to a fence; thence North 89 deg 08 min 44 sec West 15 feet along an extended fence line and a fence to a fence corner; thence North 0 deg 58 min 25 sec East 165.16 feet along a fence to a fence corner; thence North 88 deg 38 min 59 sec West 273.80 feet along a fence to a fence corner to the point of beginning.

2. PURPOSE FOR EASEMENT. The purpose for this easement is to provide for the construction and maintenance of a sanitary sewer line.

3. CONSTRUCTION AND OTHER OBLIGATIONS. Installation is to be completed by September of 1997. When construction starts it is to be completed in a timely manner. If during the course of construction there are any livestock on the property, then the grantee must provide an adequate fence around the construction zone so as to prevent movement into or through the zone. Grantee assumes all liability for any damage or injury to livestock or equipment.

To facilitate construction use of an additional 10 feet is authorized if required for maneuvering equipment. In any case the surface must be restored to level pasture and reseeded where grass has been destroyed with pasture grass seed. Maintenance of the sewer line in the future is confined to the 15 foot easement described in 1 above.

The grantor shall have the right to connect to the sanitary sewer line in the future at any time and at any place along its length within the above described property.

The Grantee has the right to relocate the easement to a location which shall be agree upon between the Grantor and Grantee as long as the cost of the relocation does not exceed the cost of the present location of the easement. Any cost created to relocate said easement shall be paid by the Grantor.

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4. CONSIDERATION. In consideration of ten dollars, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

5. COMPLETENESS OF CONTRACT. All understandings and agreements heretofore had between the parties hereto are merged in this agreement which alone fully and completely expresses their agreement, and this contract is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.

6. ORAL MODIFICATION. This agreement may not be changed or terminated orally.

7. BINDING EFFECT. This stipulations in this contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

8. DURATION. This easement agreement is to exist in perpetuity.

9. CONSTRUCTION. If two or more persons constitute either the Grantor or the grantee, the word "Grantor" or the word "grantee" shall be construed as if it read "Grantors" or "Grantees" whenever the sense of this contract so requires.

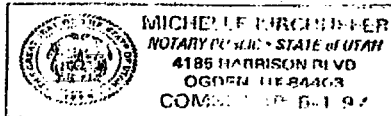
IN WITNESS WHEREOF this easement agreement has been duly executed by the parties hereto.

Don M Jones by his attorney
in fact Michidawn J Ubelhor
DON M. JONES
Thomas O. Harward
THOMAS O. HARWARD

STATE OF UTAH

WEBER COUNTY ss:

On May 31, 1996 personally appeared before me the undersigned Michidawn J. Ubelhor the signer of the foregoing instrument, who duly acknowledged to me that she executed the same as attorney in fact for Don M. Jones.

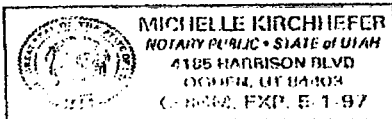


Michelle Kirchhoffer

STATE OF UTAH

WEBER COUNTYss:

On June 3, 1996 personally appeared before me the undersigned Thomas O. Harward the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Michelle Kirchhoffer