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AUG 23 2000

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 AUG 23 11:56 AM FEE .00 DEP KM
REC'D FOR NORTH DAVIS COUNTY SEWER DISTR

Recording requested by and
when recorded return to:

KIRTON & McCONKIE
Attn: Steven L. Whitehead
1800 Eagle Gate Plaza
60 East South Temple
Salt Lake City, Utah 84111

Property No. 513-9317

14-002-0014 Pt
NE 275N2W

EASEMENT AGREEMENT

(Clinton, Utah)

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 23rd day of August, 2000, by and between 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 ("CPB"), and the NORTH DAVIS COUNTY SEWER DISTRICT (the "District").

RECITALS:

- A. Pursuant to a Deed of Grant of Easement dated as of May 21, 1946 and recorded on December 2, 1946 in the official records of Davis County, Utah as Instrument Number 95731 in Book g of L & L etc, at Page 153, Clinton Corporation of the Church of Jesus Christ of Latter-day Saints, predecessor-in-interest to CPB, granted a perpetual easement to the United States of America for the construction of sewer pipe lines on the real property described on Exhibit "A", attached hereto and incorporated herein (the "Existing Sewer Easement").
- B. The District represents and warrants to CPB that it is the current owner of the Existing Sewer Easement and the sewer pipe line(s) and appurtenant facilities located on the Existing Sewer Easement ("Existing Sewer Pipe Line").
- C. The District desires that CPB grant to the District a new easement in the location described on Exhibit "B," attached hereto and incorporated herein for the construction, operation, maintenance, repair and replacement of sewer pipe lines, and CPB desires to grant the new easement, provided that the District vacates the Existing Sewer Pipe Line and conveys to CPB any right, title and interest in the Existing Sewer Easement.

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein, the terms and conditions set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** CPB hereby quitclaims to the District a perpetual non-exclusive easement ("**Sewer System Easement**") over, through and across a portion of CPB's real property located in Davis County, State of Utah more particularly described in Exhibit "B," which are attached hereto and incorporated herein ("**Easement Property**"), to plan, install, and construct sewer pipe lines and related appurtenances (the "**Sewer System**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same. CPB also quitclaims to the District a temporary non-exclusive construction easement over the surface of real property described in Exhibit "C," attached hereto and incorporated herein, which easement shall automatically terminate one (1) year after the completion of the initial construction of the Sewer System on the Easement Property. CPB also quitclaims to the District a non-exclusive easement and right-of-way to the Easement Property by light-weight motor vehicles across any existing paved access drive located on CPB's property and/or any other location mutually agreed to by the parties.

The Sewer System shall be located at least forty-eight (48) inches underground and only on, under and over such portion of the Easement Property as may be hereafter selected by the District. The easements conveyed hereby shall automatically expire when they are no longer needed by the District and the Sewer System has not been used for six (6) consecutive months. The District shall enter upon CPB's property and the Easement Property at its sole risk, and the District hereby releases CPB from any claims relating to the condition of CPB's property and the Easement Property. The District shall maintain and repair the Sewer System and any and all related improvements located on the Easement Property by the District in a good state of repair. The District may remove trees and shrubbery that interfere with the normal operation and routine maintenance of the Sewer System. Subject to the preceding sentence, the District, or its successors or assigns, as the case may be, shall promptly repair CPB's Property and the Easement Property and any improvements located thereon that may be damaged during any entry or work by the District, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface condition to the same condition that it was in prior to such work by the District and leave the Easement Property and CPB's Property in a clean condition free of litter and debris. 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 Sewer System Easement is granted to Grantee.

2. **Vacation of Existing Sewer Easement.** Subject to the initial completion of the Sewer System on the Easement Property, the District hereby quitclaims to CPB any right, title and interest held by the District in the Existing Sewer Easement described in Exhibit "A" and the Sewer System located thereon.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

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



By: Tony F. Rudd RCY
Name (Print) _____
Its: Authorized Agent

NORTH DAVIS COUNTY SEWER DISTRICT

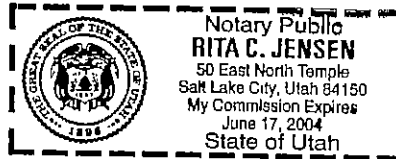
By: Kevin Cowan
Name (Print) Kevin Cowan
Its: District Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 4th day of August, 2000, personally appeared before me Jerry F. Rudd, 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 Jerry F. Rudd acknowledged to me that the said Corporation executed the same.

Rita C. Jensen
Notary Public for Utah

Commission expires: 6/17 2000



STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 23rd day of August, 2000, personally appeared before me Kevin Cowan, personally known to me to be the District Manager of the North Davis County Sewer District, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said entity, and the said Kevin Cowan acknowledged to me that the said entity executed the same.

Dianne S. Metzler
Notary Public for Utah

Commission expires: 3/15/03

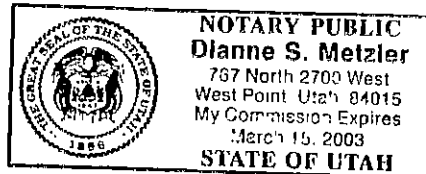


Exhibit "A"

(Existing Sewer Easement)

A strip of land twenty (20) feet wide, lying ten (10) feet (measured at right angles) on each side of a center line which is described as follows:

Beginning at a point two thousand five hundred and fifty-two (2552) feet South and two thousand six hundred and seventeen (2617) feet West of the Northeast Corner of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in the County of Davis, State of Utah; thence North $35^{\circ} 14'$ East five hundred and thirty-eight and six-hundred and eighty-two thousandths (538.682) feet, across the land of said Grantor to a point in the North line of the South Thirty-two (32) rods of the Southwest quarter of the Northeast quarter of said Section 27; the Northwesternly and Southeasterly side lines of said strip being shortened and extended, respectively, to terminate Southerly in the East line of a County road and to terminate Northerly in the North line of the South 32 rods of the Southwest quarter of the Northeast quarter of said Section 27.

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Exhibit "B"

(Easement Property)

A permanent easement measured as a strip of land 20 feet wide, lying 10 feet (measured at right angles) on each side of a center line which is described as follows:

Beginning at a point 2591.24 feet South and 2617.06 feet West of the NE Corner of Section 27, Township 5 North, Range 2 West of the Salt Lake Base and Meridian and running thence East 587.02 feet, thence N 45°01'24" E 42.45 feet, and thence North 167.89 feet.

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Exhibit "C"

(Temporary Construction Easement)

A temporary construction easement which will vacate upon completion of initial construction described as follows:

Lying 40-feet parallel to the center line of the permanent easement Northerly and Easterly according to the orientation of the easement line.

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