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City of North Salt Lake
P.O. Box 540208
North Salt Lake City, UT 84054-0208

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SHERYL L. WHITE, DAVIS CNTY RECORDER
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REC'D FOR NORTH SALT LAKE CITY

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06-094-0035pt

PIPELINE AND UTILITIES AGREEMENT

CPB Property No. 512-4328

THIS AGREEMENT is made between the **Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation sole** ("Grantor"), and the **City of North Salt Lake, a Municipal corporation, Davis County, State of Utah** ("Grantee").

RECITALS:

- A. Grantee is authorized by law to obtain easements and to construct water works facilities, pipeline(s) and utilities within them;
- B. Grantee intends to install utilities, water pipeline(s), water system equipment and associated appurtenances within the lands of Grantor;
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual utilities and underground pipeline(s) easement, consistent with the terms set forth in this agreement.

TERMS:

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

1. Grantor grants to Grantee an exclusive permanent easement in, on, under, across and through the land of Grantor for the conveyance of water to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of pipeline(s) and utilities to and from adjacent property. The easement is described in attached Exhibit A and is referred to as the "Easement Property."

2. Grantor grants to Grantee a permanent right-of-way in, on, over, across and through the Easement Property for vehicular and pedestrian access, ingress and egress to and from adjacent property, and for use of existing roads to access the Easement Property and the right-of-way for non-exclusive maintenance and repair of the pipeline. The description of the right-of-way is identical to the description of the Easement Property in the attached Exhibits A and B.

3. Grantee may place in the Easement Property such air vents, water vents, valves and other structures as are reasonably necessary for the normal operation and maintenance of the pipeline(s) and utilities.

4. (A) Grantor grants to Grantee a temporary construction easement for access, ingress and egress to and from adjacent property, and to do all things reasonably necessary for the construction, installation and placement of utilities and pipeline(s). The temporary easement is as described on attached Exhibit B.

(B) The temporary easement will begin upon commencement of construction of pipeline(s) and utilities and shall expire upon Grantee's successful, final testing of the pipeline(s), utilities and restoration of the surface of the Easement Property, but in no event shall the term extend later than (6) months from the date Grantor executed this Agreement.

5. During initial construction and installation of the utilities and pipeline(s), Grantee shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within 30 days from the date of Grantee's successful, final testing of utilities and pipeline(s), Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil and restore the land as near as reasonably possible to its pre-construction condition. Grantee shall repair any damage as the result of settling soils for up to two years after construction, reconstruction, operation, repair, replacement, of Grantee's utilities and pipeline(s).

6. Any damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement, and maintenance of Grantee's utilities and pipeline(s) shall be repaired as near as reasonably possible to its pre-construction condition. Grantee shall repair any damage as the result of settling soils for up to two years after reconstruction, operation, repair,

replacement, and maintenance of Grantee's pipeline.

7. (A) Grantee shall be required, at its sole expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any and all fencing, irrigation ditches, pipelines, head gates etc. belonging to Grantor which is damaged as a result of construction and installation of Grantee's utilities and pipeline(s). All such work shall be completed by Grantee within 30 days from the completion of Grantee's successful; final testing of the utilities and pipeline(s).

(B) Grantee further agrees that Grantee will indemnify and save and hold Grantor harmless from any injury or damage to persons or property caused by or resulting from the construction, installation, reconstruction, operation, repair, replacement, and maintenance of Grantee's utilities and pipeline(s).

8. (A) Grantor shall have and maintain a limited right to occupy and use the surface of the Easement Property.

(B) Grantor shall not build, install or otherwise place upon the Easement Property any permanent, structure, including but not limited to masonry fences or buildings, which unreasonably interferes with, or renders more difficult or expensive, Grantee's use of the right-of-way and/or easement granted under this Agreement or otherwise violates the terms of this Agreement. Upon demand of the Grantee, any prohibited structure shall be removed immediately from the Easement Property.

(C) Grantor shall not plant trees or shrubs with root zones which would contact or interfere with Grantee's utilities and pipeline(s) or use of the right-of-way granted in this Agreement.

(D) Following construction of utilities and pipeline(s), Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property without the prior written consent of Grantee.

(E) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements.

9. Grantor shall not grant additional easements, licenses or rights-of-way within the Easement Property without the prior written consent of Grantee. If Grantee consents to the placement by third parties of utilities within the Easement Property, Grantee shall have the right to modify alignments and depths of those utilities in order to maintain a corridor practical for

Grantee's utilities and pipeline(s) and to ensure protection of utilities and pipeline(s) following construction.

10. Within thirty (30) days from the date Grantor executed this Agreement, Grantee shall pay the sum of \$29,000 to Grantor as consideration for this Agreement.

11. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted by this Agreement.

12. This Agreement may be amended only by written instrument executed by both parties.

13. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

14. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

15. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

16. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

17. Any party may record this Agreement.

DATED: JUNE 26, 2002



GRANTOR:
CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, A UTAH
CORPORATION SOLE

By: Tony F. Ridd *(FR)*
Its Authorized Agent

DATED: July 1, 2002

GRANTEE:
CITY OF NORTH SALT LAKE A MUNICIPAL
CORPORATION
DAVIS COUNTY, UTAH

By: Paul Ottoson
Its Authorized Agent

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 26th day of JUNE, 2002, personally appeared before me TERRY F. RUDER, personally known to me to be the Authorized Agent of Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

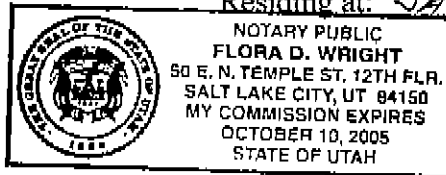
My Commission Expires:

OCT 10, 2005

Flora D. Wright

Notary Public

Residing at: SALT LAKE CITY, UT



STATE OF UTAH)
:SS
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1st day of July, 2002, by Paul Ottoson, as City Engineer of the City of North Salt Lake.

My Commission Expires:

2-1-03

Larae H. Dillingham

Notary Public

Residing at: 105 E. 475 N.

NSL UT 84054

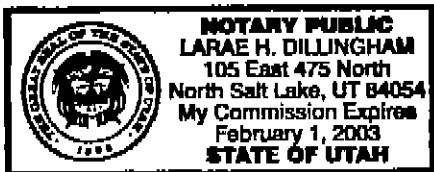


Exhibit A

A perpetual easement, upon part of an entire tract of property, situated in the SW1/4 of Section 36, T2N, R1W, S.L.B. & M., in Davis County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at the north east property corner of said entire tract, which point is 256.50 feet West and 651.20 feet North from the South Quarter Corner of said Section 36, and running thence along the northerly boundary line of said entire tract the following; thence West 635.08 feet to the north west property corner of said entire tract; thence S 34°06'20"W 18.09 feet, thence East 653.03 feet, thence North 15 feet to the point of beginning. The above described part of an entire tract of property contains 0.223 acres (9719.53 square feet).

Exhibit B

A temporary easement, upon part of an entire tract of property, situated in the SW 1/4 of Section 36, T2N, R1W, S.L.B. & M., in Davis County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at the north east property corner of said entire tract, which point is 256.50 feet West and 651.20 feet North from the South Quarter Corner of said Section 36, and running thence along the northerly boundary line of said entire tract the following; thence West 635.08 feet to the north west property corner of said entire tract; thence S34°06'20"W 30.16 feet, thence East 659.77 feet, thence North 25 feet to the point of beginning. The above described part of an entire tract of property contains 0.37 acres (16,283.53 square feet).