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## TWIN CREEKS SPECIAL SERVICE DISTRICT

### EASEMENT AGREEMENTS

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WASATCH CO RECORDER-ELIZABETH M PARCEL  
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REQUEST: WASATCH COUNTY ATTORNEY

This AGREEMENT AND GRANT OF EASEMENT made this 29th day of May, 1997, by and between Twin Creeks Special Service District and the following individuals(s) or entities: TLC Investment Enterprises LLC, hereinafter referred to as Grantor(s).

Twin Creeks Special District (office located at 55 west Center, Heber City, Utah 84032), a Special Service District organized and existing under the laws of the state of Utah, is in the process of developing and constructing a wastewater system (sewer) to serve the residents and properties within the District boundaries.

Grantor is a landowner within the District boundaries, and is also a potential developer whose property will be benefited by the existence of the sewer line constructed by the District.

**NOW, THEREFORE**, in consideration of the construction of the sewer line, the sufficiency of which consideration is hereby acknowledged, the owner of the parcel of land herein described, "Grantor", does hereby grant and convey unto Twin Creeks Special Service District, hereinafter referred to as Grantee, a temporary construction easement of forty (40) feet, as described on attached Exhibit "A" and a permanent easement which will not exceed thirty (30) feet, as described on attached Exhibit "A", to survey, clear and excavate for, lay, construct, operate, inspect, maintain, protect, repair or replace a wastewater collection system (sewer) and appurtenances only for the transportation of waste water and waste materials which can be transported through said sewer pipeline along a route on, under, across and through the land owned by the Grantor as described on the attached Exhibits, together with the right of ingress and egress to and from said easement at a location convenient to Grantor and Grantee.

Except as otherwise specifically agreed to by the parties, this grant of easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall be totally responsible for disposing of all trees, stumps, and roots and other debris.
2. Grantee shall backfill any trench and grade out the disturbed easement areas and return to the area the original condition which it was in prior to construction (including topsoil and reseeding). Grantee shall keep and maintain the sewer pipeline and backfill thereon in a good and workmanlike condition pursuant to generally accepted standards of pipeline construction.

3. Except as otherwise agreed to by the parties, Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation or reconstruction of the sewer pipeline.

4. Except as otherwise agreed by the parties, Grantee shall fully pay for all materials joined or affixed to and labor performed upon said easement and right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the sewer pipeline, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement or other lands for any work done or materials furnished thereon at the instance or request or on behalf of Grantee; and Grantee shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in anyway connected with or growing out of such work done, labor performed, or materials furnished.

5. Except as otherwise agreed to by the parties, Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damages to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damage grows out of, or arises because of the existence of the sewer pipeline or the operation, construction, maintenance, repair, renewal, modification or reconstruction of the sewer pipeline or any part thereof, or the contents therefrom or therein, provided however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents.

6. This easement shall be non-exclusive. Grantor shall have the right to construct and maintain fences over and across the easement herein granted, as it may find necessary in operation of its business. Grantor may grant other easements, including but not limited to road easement and other utility easements on the same property; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any building or other improvement over or across the right of way or otherwise alter the right of way in a manner which will in any way damage the sewer line or unreasonably interfere with Grantees ability to construct, operate, maintain, repair or replace sewer pipeline, or any part thereof, or change without the written consent of Grantee, which consent shall not be withheld unreasonably.

7. Grantee shall use diligence and cooperate with Grantor in all respects so as to interfere as little as possible with Grantor's operations' Grantee shall reimburse Grantor for any livestock loss sustained by such Grantor resulting from Grantee's activities on the aforescribed lands.

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8. Grantee shall restore to original or better condition all plants and crops, bridges and current irrigation paths such as streams, creeks and ditches that may be damaged due to construction or heavy equipment.

9. Grantee shall be responsible for necessary fencing specified to contain livestock during construction and shall restore existing permanent fences to original or better condition following construction. Grantee shall not maintain upon the lands within the easement fences or other structures which will retard or prevent livestock from grazing the lands covered by this easement, without the written permission of Grantor.

10. Grantee shall lay bury and maintain said sewer pipeline so it will avoid:

- A. interference with the present use of any ditch or roadway.
- B. interference with the present use of the surface of said premises,
- C. damage to existing springs an if such damage occurs, Grantee shall restore springs to original water supply as well as restore culinary water provided by springs.
- D. damage to existing septic tanks and connecting drain fields so as not to disrupt service to existing homes and if such damage occurs, Grantee will repair and restore septic tank or connecting drain to the satisfaction of the Grantor.

11. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer pipeline for transportation of water, waste matter, or products therefore, but should such use terminate and Grantee, its successors or assigns, fail to use line for a period of twenty-four (24) consecutive months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered.

12. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

13. The rights and permission granted thereunder are granted only to Grantee and Grantee's agents, employees or contractors and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

14. Grantor reserves the right to use the lands covered thereunder for its own purposes, so long as such use does not interfere with the Grantee's use thereof.

15. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor declare this easement terminated and said easement shall thereafter by null and void as of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision thereunder shall survive such termination. If default or breach shall be made in any of the conditions herein contained to be kept on the part of Grantor, Grantee may, at the election of Grantee, pursue specific performance or any other remedy at law or in equity.

16. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys fees incurred in enforcing the terms of this Agreement.

17. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or the exercise of any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right of privilege, but the same shall continue and remain in full force and effect.

18. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

19. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee, shall give prompt written notice of any such assignment to Grantor or its successors or assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

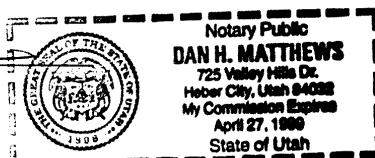
Twin Creeks Special Service District

By:   
District Manager

STATE OF UTAH )  
:ss.  
COUNTY OF WASATCH )

On the 15<sup>th</sup> day of July, 1997, personally appeared before me LeeRoy Farrell, who being sworn by me did say that he is the District Manager of Twin Creeks Special Service District and acknowledged before that that he executed the foregoing on behalf of Twin Creeks Special Service District.

  
NOTARY PUBLIC



GRANTOR(S):

  
Tracey Cannon, for and in behalf of TLC Investment  
Enterprises LLC

STATE OF UTAH )  
:ss.  
COUNTY OF WASATCH ) Salt Lake

On the 29<sup>th</sup> day of May, 1997, personally appeared before me Tracey Cannon, the signer(s) of the above instrument, who duly acknowledge to me that (s)he executed the same.

  
NOTARY PUBLIC

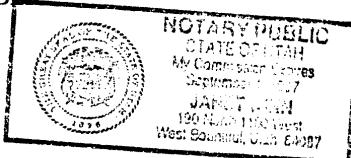


Exhibit "A"

TLI INVESTMENTS  
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE CENTERLINE OF A 70' WIDE UTILITY CONSTRUCTION EASEMENT IS  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SECTION 10, T4S, R5E, SLB&M AND  
RUNNING THENCE NORTH A DISTANCE OF 1320. FEET AND EAST A DISTANCE OF  
1870.14 FEET TO THE POINT OF BEGINNING;

THENCE S54°52'18"E A DISTANCE OF 177.37 FEET;  
THENCE S17°00'47"W A DISTANCE OF 120.90 FEET;  
THENCE S00°01'01"W A DISTANCE OF 310.34 FEET;

CONTAINING 0.98 ACRES

TLI INVESTMENTS  
SEWER MAIN EASEMENT DESCRIPTION

THE CENTERLINE OF A 30' WIDE SEWER MAIN EASEMENT IS DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SECTION 10, T4S, R5E, SLB&M AND  
RUNNING THENCE NORTH A DISTANCE OF 1320.00 FEET AND EAST A DISTANCE  
OF 1904.90 FEET TO THE POINT OF BEGINNING;

THENCE S54°52'18"E A DISTANCE OF 163.44 FEET;  
THENCE S17°00'47"W A DISTANCE OF 132.41 FEET;  
THENCE S00°01'01"W A DISTANCE OF 307.34 FEET

CONTAINING 0.42 ACRES

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