

T-53968

When Recorded, Return to:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
50 East North Temple, 4WW
Salt Lake City, Utah 84150
Attn: Robert Favero (Prop. 500-2674)
PT. 08-052-0216
PT. 08-051-0167

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/4/2009 2:31:00 PM
FEE \$33.00 Pgs: 7
DEP eCASH REC'D FOR HICKMAN LAND TITLE CO

Grant of Easement

(Sanitary Sewer)

This GRANT OF EASEMENT (the "Grant") is made this 31st day of December, 2008, by Rodney L. Hess and Jon I. Hess, successor co-trustees of the **Florence S. Hess Trust u/a/d May 25, 1982** (the "Trust"), in favor of Center Davis Sewer District, a Utah special service district, with address of 2200 South Sunset Drive, Kaysville, Utah 84037("CDSD").

RECITALS

- A. WHEREAS, the Trust is the owner of those certain parcels of real property in Davis County, Utah ("the Trust Parcels"), more particularly described on Exhibit A;
- B. WHEREAS, the Trust is willing to grant to CDSD an easement for a sanitary sewer pipeline and related facilities on the terms and conditions set forth in this Grant.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Grant of Easement by the Trusts. The Trust hereby grants to CDSD a perpetual and non-exclusive easement to lay, install, maintain, operate, repair, inspect, protect, remove and replace an underground sanitary sewer pipeline and related sewer transmission and distribution structures and facilities, including without limitation, valves, valve boxes, and manholes (the "Facilities"). Such easement shall be over and across that portion of the Florence S. Hess Trust property described on Exhibit B (the "Sewer Easement"); SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record

The permanent Sewer Easement shall be twenty (20) feet in width, ten feet on either side of the center line described on Exhibits B and C, respectively. The Sewer Easement shall also include a temporary forty (40) foot easement, twenty feet on either side of the center line described on Exhibits B and C respectively, to be used during construction of the Facilities. The temporary easement shall expire one (1) year from the date of this Easement Agreement.

The Sewer Easement shall be for the exclusive use and benefit of CDSD and none other.

CDSD shall have the right of ingress to and egress from the Trust Parcels only along and

within the confines of the Sewer Easement.

2. **Term.** The Sewer Easement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of all of the Parties or their respective successors in title; or (b) the formal written and recorded abandonment by CDSD of the Sewer Easement. Upon any such termination, the Sewer Easement shall automatically revert to the Trust or its successors in title.

3. **Construction and Maintenance.** The Trust accepts no obligation to install, maintain and repair the Facilities.

4. **Use of Land by Trust.** CDSD shall neither do nor permit any act that will unreasonably prevent or hinder the Trust's use of and travel across the surface of the Sewer Easement, except for such temporary periods as are reasonably required for the maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities. The Trust shall have the right to use the Sewer Easement for any purpose that does not interfere with the Facilities.

5. **Dedication to City of Easement Land.** The Trust retains the right, upon written notice to CDSD, to dedicate a certain portion of the Trust Parcels which includes the Sewer Easement to Farmington City for one or more public roadways. Such dedication shall not serve to extinguish the Sewer Easement. To accommodate such dedication, the Parties shall execute and deliver all such documents as may be necessary to facilitate such dedication.

6. **Reclamation.** If in its installation, maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities CDSD destroys, disturbs, or damages any improvement, fence, pasture vegetation, or growing crop within the Sewer Easement, CDSD shall within a reasonable time restore the same to its original condition. Any such reclamation work within the Sewer Easement shall: (i) shall occur only after at least five (5) days' prior written notice to the Trust; (ii) shall be performed in a good and workmanlike manner; and (iii) shall be prosecuted diligently to completion as soon as reasonably practicable. CDSD shall use its best efforts to avoid causing any damage to, or interference with, the remainder of the Trust Parcels and their improvements, and it shall minimize any disruption or inconvenience to the Trusts and their tenants.

7. **No Build Covenant.** The Trust shall have the right to use the Trust Parcels, including the land with includes the Sewer Easement, for any purpose, provided such use shall not interfere with the Facilities or the discharge and conveyance of sewage through such Facilities. The Trusts covenant that they shall not construct any building or other permanent structures over and across the Sewer Easement without the prior written consent of SDSD.


8. **Succession.** This Grant shall be binding upon and insure to the benefit of the Trust and CDSD and their respective successors in interest and title. The rights and obligations provided under this Grant shall run with the land.


9. **Attorney's Fees.** In the event any action is instituted between the Trust and

CDSD concerning this Grant or the enforcement or interpretation of rights or obligations under the Sewer Easement, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the Trusts have signed this Grant of Easement to be effective as of the date first indicated above.

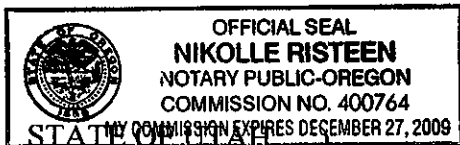
Trust:


 RODNEY L. HESS, SUCCESSOR TRUSTEE
 OF THE FLORENCE S. TRUST


 JON I. HESS, SUCCESSOR TRUSTEE OF
 THE FLORENCE S. TRUST

STATE OF OREGON)
 :SS
 COUNTY OF UNION)

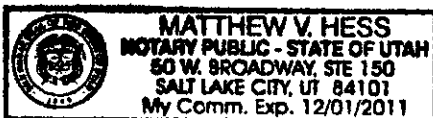
The foregoing instrument was acknowledged before me this 30 day of December, 2008, by RODNEY L. HESS, in his capacity as successor trustee of the Florence S. Hess Trust.




 Notary Public

:SS
 COUNTY OF DAVIS)

9 The foregoing instrument was acknowledged before me this 3rd day of ^{January}~~December~~, 2008, by JON I. HESS, in his capacity as successor trustee of the Florence S. Hess Trust.



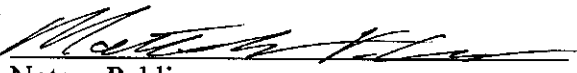

 Notary Public

EXHIBIT A**To Grant of Easement (Sanitary Sewer)**

(Legal Description of the Trust Parcels)

That certain real property located in Davis County, Utah, specifically described as:

PARCEL 1:

Beginning at a point 9.6 chains North of the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°15' East 17.85 chains to the Westerly line of a road; thence North 22°45' West 180.0 feet along said road; thence South 88°15' West 100.0 feet; thence North 22°45' West 75.0 feet; thence North 88°15' East 100.0 feet to said road; thence North 22°45' West 183.66 feet along said road; thence South 88°15' West 1370.02 feet; thence South 2° West 156.0 feet thence South 88°15' West 671.88 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 266.43 feet along said Highway to the South line of the grantor's land; thence Easterly 14.14 chains, more or less, along the South line of said property to the point of beginning.

APN: 08-052-0056

08-052-0216

LESS AND EXCEPTING the following tracts:

Beginning on the West line of a Highway at a point 9.60 chains North and North 88°15' East 17.85 chains, more or less, from the Southwest Corner of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, and running thence North 22°45' West 80.0 feet along said Highway; thence South 88°15' West 100.0 feet; thence South 22°45' East 80.0 feet parallel to said highway; thence North 88°15' East 100.0 feet to the point of beginning.

APN: 08-052-0012

Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to a point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.

APN: 08-051-0167

Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 86.036 feet along an old fence; thence North 77°23'51" East 251.697 feet to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 95.338 feet along said right-of-way line; thence Southeasterly 44.728 feet along said right -of-way, a

1,465.69 foot radius curve to the left (delta equals 01 °44'55", and long chord bears South 23 °04'42" East 44.727 feet); thence South 88 °47'02" West 268.078 feet along an old fence to the point of beginning. Containing 28,162 square feet, or .64651 acres, more or less.

A part of APN 08-052-0012

Beginning at a point North 89 °06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet and North 21 °14'44" West 86.036 feet along an old fence from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21 °14'44" West 125.000 feet along an old fence; thence North 77 °28'25" East 249.632 feet along an old fence to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22 °12'15" East 125.000 feet along said right-of-way line; thence South 77 °23'51" West 251.697 feet to the point of beginning. Containing 30,932 square feet, or .71010 acres, more or less.

A part of APN 08-052-0011

PARCEL 2:

Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.

APN: 08-051-0167

LESS AND EXCEPTING the following tracts:

Exception Tract # 1.

Beginning on the West line of a road at a point 9.60 chains North and North 88°15' East 17.85 chains to said road and North 22°45' West 438.86 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 22°45' West 391.52 feet along said road; thence South 67°17' West 181.50 feet; thence North 22°43' West 157.75 feet; thence West 964.99 feet to a point 17.12 chains South and 5.03 chains West of the North Quarter Corner of said Section 13; thence South 2° West 417.12 feet to a point 23.42 chains South and 5.32 chains West of said North Quarter Corner; thence West 765.6 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 227.91 feet, more or less, along said Highway to a point South 88°15' West 1370.02 feet and South 2° West 156.0 feet and South 88°15' West 671.88 feet, more or less, from the point of beginning; thence North 88°15' East 671.88 feet, more or less; thence North 2° East 156.0 feet; thence north 88°15' East 1370.02 feet to the point of beginning.

Exception Tract # 2.

A parcel in fee for the widening of an expressway State Route 89 known as Project No. 0067, being part of an entire tract of property, situate in the SE1/4NW1/4 of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Easterly highway right of way and limited access line of said existing expressway at the Southwest Corner of said entire tract, which point is 193.129 meters (633.63 feet) North 0°07'38" East along the Quarter Section line and 287.606 meters (943.59 feet by measurement, 933.24 feet by record) South 89°31'23" West (deed or record West) from the center of said Section 13 as monumented with a county Brass Cap; and running thence North 21°24'40" West (deed or record North 21°21' West) 82.840 meters (271.78 feet by measurement, 266.43 by record) along said Easterly highway right of way and limited-access line to the Northerly boundary line of said entire tract; thence North 89°04'02" East (deed or record North 88°15' East) 19.465 meters (63.86 feet) along said Northerly boundary line; thence South 24°42' East 24.042 meters (78.88 feet) to a point of tangency with a 1509.848 meters (4953.57 feet) radius curve to the right; thence Southerly 60.444 meters (189.31 feet) along the arc of said curve to the Southerly boundary line of said entire tract (North: Chord to said curve bears South 23°33'22" East for a distance of 60.440 meters (198.29 feet)); thence South 89°31'23" West (deed of record West) 23.429 meters (76.87 feet) along said Southerly boundary line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

Exception Tract # 3.

Beginning at a point South 89°45'50" West 352.89 feet and South 1761.66 feet from the North Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 3°29'52" West 35.0 feet; thence North 86°30'08" West 30 feet; thence North 3°29'52" East 34.88 feet; thence South 86°43'53" East 30 feet to the point of beginning.

EXHIBIT B

To Grant of Easement (Sanitary Sewer)

(Legal Description of Sewer Easement)

That certain real property located in Davis County, Utah, specifically described as:

Sewer Easement East

Lying within a strip twenty (20) feet wide, said strip extending ten (10) feet parallel and adjacent (both sides) to the centerline described below:

A part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point N00°01'47"E 907.56 feet and East 830.43 feet from the Center of said Section 13 and running: Thence N24°00'01"W 114.79 feet more or less along the centerline of a future new sanitary sewer line.

Sewer Easement West

Lying within a strip twenty (20) feet wide, said strip extending ten (10) feet parallel and adjacent (both sides) to the centerline described below:

A part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point N00°01'47"E 870.86 feet and East 206.72 feet from the Center of said Section 13 and running: Thence North 146.45 feet more or less; Thence N88°15'00"E 143.88 feet more or less along the centerline of a future new sanitary sewer line.