

Mike W. Olsen
1070 So. Hoytsville Rd.
Coalville, Utah 84017

#511-1153

RED NOTE AB
300118

Michael Olsen

88 NOV 18 AM 9:51

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY BH 10

When Recorded, Mail To:

J. Douglas Mitchell
OFFICE OF GENERAL COUNSEL
330 South Third East
Salt Lake City, Utah 84111
Property #511-1153-50

E A S E M E N T

HOYTSVILLE CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, of Hoytsville City, Summit County, State of Utah, Grantor, hereby grants, bargains, and conveys to MIKE OLSEN, Grantee, his successors and assigns, of 1070 South Hoytsville Road, Hoytsville, Utah 84017, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, a non-exclusive, perpetual easement and right-of-way for the construction, establishment, operation, maintenance, repair, alteration, inspection, relocation, and/or replacement of an underground irrigation water pipeline. The easement herein granted shall be twenty (20) feet in width, and it is more particularly described in Exhibit "A," which is attached hereto and by this reference made part hereof.

This easement and right-of-way grant includes the full right and authority of Grantee, his successors and assigns, and their contractors, agents and employees, to enter at all reasonable times upon the said easement premises to survey, construct, repair, remove, replace, reconstruct, patrol, improve, enlarge, and maintain the said underground irrigation water pipeline.

500-669-672

Subject to the foregoing, Grantor retains and reserves the right to use the easement property for any and all purposes not inconsistent with the non-exclusive underground irrigation water pipeline easement herein granted.

This Easement is granted by Grantor and accepted by Grantee upon the express condition that all costs and expenses of surveying, constructing, establishing, operating, maintaining, repairing, altering, replacing, and relocating the aforesaid underground irrigation water pipeline will be borne entirely by Grantee. Grantee further agrees to save and hold Grantor harmless and to indemnify Grantor from any and all costs and expenses above-mentioned, from any and all mechanic's or materialmen's liens and from any and all bond law actions.

Grantee also covenants and agrees to comply with all applicable statutes, ordinances, administrative rules and regulations in connection with Grantee's use of the easement and rights granted him hereinabove.

Notwithstanding anything to the contrary hereinabove set forth, Grantor shall have no obligation, duty or responsibility whatsoever, monetary or otherwise, with respect to the easement herein granted or the underground irrigation water pipeline contemplated to be constructed pursuant hereto.

EXHIBIT "A"

An easement for underground irrigation water line over the north 20 ft. of the following described property:

Beginning at a point which is north eighty five (85) rods and west thirty five and $\frac{4}{10}$ (35.4) rods from the southeast (SE) corner of section twenty eight (28); township, two (2) North; range, five (5) east of the Salt Lake Meridian, and running thence, $70^{\circ} 41'$ E. seven (7) rods; thence, West twenty two (22) rods; thence $N 18^{\circ} 48'$ W. along County Road fifteen and $\frac{3}{10}$ (15.3) rods, thence, $N 76^{\circ} 11'$ E. thirty six and $\frac{7}{10}$ (36.7) rods; thence, $S 12^{\circ} 23'$ W. along east bank of Hoytsville Irrigation Ditch No. 1 twelve and $\frac{1}{10}$ (12.1) rods; thence, $S 11^{\circ} 04'$ W. along east bank of above ditch six and $\frac{6}{10}$ (6.6) rods; thence $S 23^{\circ} 56'$ W. along east bank of above ditch twelve and $\frac{9}{10}$ (12.9) rods to the place of beginning; and containing three and $\frac{45}{100}$ (3.45) acres more or less.