

WHEN RECORDED, MAIL TO:

Gregory S Bell, Esq.
KIRTON, McCONKIE & POELMAN
60 East South Temple, Suite 1800
Salt Lake City, UT 84111-1004
64617

SEWER LINE EASEMENT

[Property located in the Northeast corner of the intersection of
2100 West Street and Sunset Boulevard, St. George, Utah]

THIS SEWER LINE EASEMENT is granted this 6th day of July, 1994 by CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation (the "Bishop"), in favor of MARKET DEVELOPMENT, INC., a Utah corporation ("MDI").

RECITALS:

A. MDI is purchasing from Bishop on or about the date hereof approximately 8.57 acres of ground (the "Property") located on the Northwest corner of the intersection of Dixie Downs Road and Sunset Boulevard, St. George, Utah, which is more particularly described on the attached Exhibit "B". The Property is part of a larger parcel of ground (the "Larger Parcel") containing a total of approximately 10.03 acres. After Bishop conveys the Property to MDI the balance of the Larger Parcel will be approximately 2.46 acres being the ground between the west boundary of the Property and the east right-of-way line of 2100 West Street and which runs along the north right-of-way line of Sunset Boulevard (the "Remainder Parcel"). Coincident with the conveyance of the Property to MDI, Bishop has agreed to convey to MDI an easement across the Remainder Parcel for the installation, construction and maintenance of a sewer line.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which are hereby acknowledged:

1. Grant of Easement. Bishop does hereby give, grant and convey unto MDI, its successors and assigns a perpetual easement (the "Easement") over the parcel of ground (the "Sewer Line Parcel"), which is more particularly described on the attached Exhibit "A". The Easement shall burden the Remainder Parcel and shall be appurtenant to and benefit the Property. The Easement shall run with the land.
2. Purpose of Easement. MDI shall have the right to use and exercise the Easement to construct, install, replace, repair and maintain a sewer line together with such manholes and clean-outs as shall be reasonably necessary to the repair and maintenance of the Sewer Line.
3. Bishop's Duty of Maintenance and Repair. Notwithstanding the grant of the Easement and MDI's right thereunder to enter upon the Sewer Line Parcel for the purposes of repair and maintenance of the Sewer Line, Bishop, its successors and assigns, as the owner of the Sewer Line Parcel shall have the sole obligation to maintain and repair the Sewer Line within the Sewer Line Parcel, and MDI's rights of repair and maintenance shall be exercisable upon Bishop's

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failure to perform its obligations. Bishop shall reimburse MDI for any costs reasonably incurred in the repair and maintenance of the Sewer Line if Bishop fails to make such repairs and maintenance in a reasonable time after MDI gives Bishop reasonable notice of the need of such repairs and maintenance.

4. Bishop's Rights Concerning the Sewer Line Parcel. Bishop shall not build any buildings or structures on the Sewer Line Parcel. Bishop may install landscaping, parking and other open areas on the Sewer Line Parcel. Bishop shall have the right to use the sewer line installed in the Sewer Line Parcel for the Remainder Parcel without notice to or the consent of MDI.

5. Notices. Notice to the parties hereto shall be in writing and shall be by certified or registered mail, return receipt requested or by personal delivery or nationally-recognized overnight delivery service to the following addresses:

CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole
c/o Farm Management, Inc.
139 East South Temple
Salt Lake City, Ut 84111
Attn: Charles Whipple

MARKET DEVELOPMENT, INC.,
1812 South Empire Road
P.O. Box 30430
Salt Lake City, UT 84130
Attn: Steve Miner, Vice President

Either party may change its address for notice by giving written notice thereof to the other party pursuant to the provisions of this Section.

6. Binding Effect. This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Captions. The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

8. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. Exhibits. All exhibits which are attached hereto and schedules referred to herein are hereby incorporated herein as though set forth herein at length.

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

By *John W. Creer*
John W. Creer
Its Authorized Agent

STATE OF UTAH
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 6th day of July, 1994, by
JOHN W. CREER, Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.

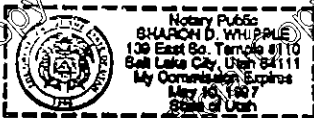
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My commission expires:

July 10, 1997

Notary Public
Residing at:

Sharon D. Whipple
Salt Lake



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EXHIBIT "A"
[Description of Sewer Line Parcel]

A 20 foot sewer easement in County of Washington, State of Utah, in the Northeast corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, with 10 feet on either side of a centerline described as follows:

Beginning at a point S 00°56'37" E, 424.19 feet and S 89°03'23" W, 721.98 feet from the Northeast corner of said Section 22;
Thence N 70°39'23" W, 268.35 feet to the point of terminus.

EXHIBIT "B"

[Overall property description of approximately 8.57 acres]

A parcel of land in the County of Washington, State of Utah, in the Northeast corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, further described as follows:

Beginning on the West right-of-way line of Dixie Downs Road at a point S 89°13'27" W, 40.00 feet from the Northeast corner of said Section 22;

Thence S 00°56'37" E, 572.57 feet along said right-of-way line to a point on a 50 foot radius curve to the right;

Thence 85.75 feet along the arc of said curve through a central angle of 98°15'30" to a point on a compound curve having an 1860 foot radius curve;

Thence 390.50 feet along the arc of said curve through a central angle of 12°01'45";

Thence N 70°39'23" W, 262.41 feet;

Thence N 00°56'37" W, 436.95 feet;

Thence W 89°13'27" E, 681.06 feet to the point of beginning.