

WHEN RECORDED, RETURN TO:

Francis Town
P.O. Box 668
Francis, Utah 84036

00721080 BK01669 Pg00111-00114
ALAN SPRIGGS, SUMMIT CO RECORDER
2004 DEC 27 13:03 PM FEE \$1.00 BY GGB
REQUEST: FRANCIS TOWN

FRANCIS TOWN UTILITY EASEMENT

1. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, including, but not necessarily limited to, the mutual covenants set forth herein, this Francis Town Utility Easement is hereby entered into by and between JOHN G. BERGEN and MAXINE J. BERGEN, husband and wife, of Francis, Utah (collectively "Grantor"), and FRANCIS TOWN, a municipal corporation, ("Francis Town"), as follows.
2. Grantor hereby represents and warrants that Grantor has fee simple title to the real property identified and described more fully in Exhibit A attached hereto and incorporated herein by reference (the "Burdened Property"), and is capable of granting the Easement set forth below.
3. Grantor hereby grants, conveys and warrants to Francis Town and its successors and/or assignees, with full right of substitution, a perpetual utility easement for purposes of a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of utility lines, facilities, accessories and appurtenances, including, but not necessarily limited to, pipelines, valves, pumps, wires, fibers, cables, and other conductors and conduits therefor, and pads, transformers, switches, vaults and cabinets, overhead, above or underground over that portion of the Burdened Property more fully described in Exhibit B attached hereto and incorporated herein by reference, together with the full right and authority for Francis Town (and its successors and/or assigns), and its agents, employees, contractors, licensees and lessees to enter upon such premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain any and all utility lines, facilities, accessories or appurtenances (the "Easement").
4. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns, or their agents or employees, erect or permit to be erected any building or structure of any kind or plant or permit to be planted any deep root trees, or change or permit to be changed the contour of the property within the boundaries of the Easement without the express prior written consent of Francis Town (or its successors and/or assigns) Grantor shall not engage in any activity or use within the Easement that interferes with the use of the Easement as set forth herein or any facilities installed in the Easement as permitted herein.
5. The terms and provisions of the Easement granted herein shall run with title to the Burdened Property, and shall be binding upon all parties having or acquiring any right, title, or interest in or to the Burdened Property.
6. This document shall be governed by and construed in accordance with the laws of the State of Utah.
7. This document, or any provision thereof, shall not be construed against any party due to the fact that this document, or any provision thereof, was drafted by that party or that party's

agent, but rather shall be construed and interpreted as if it were the product of the joint efforts of all parties, with all parties having equal input thereto.

8. Should any one or more of the provisions of this document be determined to be illegal or unenforceable, all other provisions of this document shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

9. No amendment, change or modification of this Agreement shall be valid unless set forth in writing, signed by both the Grantor (or its successor interest) and Francis Town (or its successor in interest and/or its assignee), and expressly stating that the parties specifically intend to amend, change or modify this Agreement thereby.

10. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this document, or their successors or assigns, arising from or otherwise relating in any way to the interpretation and/or enforcement of any provision of this document, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein.

11. Any individual executing this document on behalf of an entity or trust hereby individually represents and warrants that they are duly authorized to execute this document on behalf of the entity or trust and to cause the entity or trust to be bound thereby.

Executed this 14 day of October, 2004.

"Grantor"

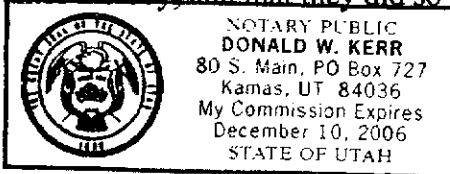
John G. Bergen
JOHN G. BERGEN

Maxine J. Bergen
MAXINE J. BERGEN

Acknowledgement

State of Utah)
) : ss.
County of Summit)

On this the 14 day of Oct, 2004, personally appeared before me, JOHN G. BERGEN and MAXINE J. BERGEN, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to sign the foregoing document and bind the Grantor thereby, and that they did so of their own voluntary act.



Donald W. Kerr
Notary Public

LEGAL DESCRIPTION:

Summit County

Commencing at a point 49.5 feet East, 840.675 feet South and 620 feet South-easterly from the Northwest corner of Section 33, Township 2 South, Range 6 East, SLB&M, said point of beginning being located on the Northerly line of the Olive V. Mitchell, Melanie Fitzgerald and Myrna Homer parcel, as described in Warranty Deed M 75, page 548, Entry No. 129999, said point of beginning also located on the Easterly line of the Theron and Farrell Atkinson parcel as described in Warranty Deed M19, page 189, Entry No. 108278, and running thence Southeasterly along the said Olive Mitchell parcel 271 feet, more or less, to the Quarter Section line; thence East 235.31 feet, more or less, to the Westerly line of the Loren and Kathryn Prescott parcel as described in Warranty Deed M28, page 635, Entry No. 112153; thence North along said Westerly line 422.518 feet, more or less, to the Southerly line of a parcel conveyed to the Town of Francis, described in Warranty Deed M7, page 288, Entry No. 103660; thence Northwesterly along the Southerly line of the said Town of Francis parcel 516 feet, more or less, to the Easterly line of the said Theron & Farrell Atkinson parcel; thence Southerly along the Easterly line of the said Atkinson parcel 520 feet, more or less, to the point of beginning.

ALSO: A right of way to the above described parcel of land described as follows: Commencing at a point 49.5 feet East and 714.097 feet South from the Northwest corner of Section 33, Township 2 South, Range 6 East, SLB&M, and running thence South 15 feet; thence a little South of East 520 feet; thence North 15 feet; thence Northwesterly 520 feet to the point of beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging, including 4 shares of irrigation water.

SUBJECT to easements, restrictions and rights of way appearing of record or enforceable in law and equity.

SUBJECT to a reservation of all the oil, gas and other minerals, together with rights of extraction and development thereof, and rights of ingress and egress thereto.

John H. Bergen
 Maxine J. Bergen

J. H. O.
 Thomas J. Aldrey
 Jean A. Aldrey
 J. H.

BK1669 PG0113

EXHIBIT "B"
FRANCIS TOWN
UTILITY EASEMENT

A perpetual easement, situate in the North West Quarter of Section 33, T.2S., R.6E. S.L.B.&M., included within a strip of land 20.00 feet wide, 7.5 feet right and 12.50 feet left, along the following described center line.

Beginning at a point South 827.09 feet and East 574.43 feet from the Northwest corner of said Section 33, said point being located on Grantors North property line, thence South 1°21'10" East 330 feet more or less to the Grantors South property line. The above described perpetual easement contains 6,600 square feet in area or .1515 acre.

BK1669 PG0114