

WHEN RECORDED RETURN TO:

CHIARA & TORGERSON, PLLC
PO Box 955
Price, UT 84501

Ent 804118 Bk 714 Pg 675
Date: 07-JAN-2010 3:57PM
Fee: \$17.00 Check
Filed By: VB
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: DON TORGERSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, consisting of four pages, is made by **David R. and Maria K. Anderson**, husband and wife, ("Grantor"), to **453 PROPERTIES, LLC**, ("Grantee").

1 Grantor is the owner of certain real property described on Exhibit A.1 (the "Burdened Parcel").

2 Grantee is the owner of certain real property described on Exhibit A.2 (the "Benefited Parcel").

3 For value received, Grantor conveys to Grantee the following easements:

- A. Utility Easement: A nonexclusive perpetual underground utility easement under and within the north 5 feet of the Burdened Parcel, for the purpose of constructing, maintaining, inspecting, improving, repairing, and locating the following utilities for the Benefitted Parcel: (1) cable television; (2) electrical power; (3) water lines; and (4) natural gas. Electric, gas, and water lines to be installed in the Easement shall be installed at least thirty-six inches under ground.
- B. Sewer Easement: A nonexclusive perpetual underground single sewer line utility easement under and within that portion of the Burdened Property already burdened by a single sewer line and 5 feet on either side of the existing sewer centerline for the maintenance, repair, upkeep, replacement, and use of the single sewer line utility pipeline for the benefit of the Benefitted Property.
- C. Access: A nonexclusive perpetual easement for ingress, egress, and temporary use of the Burdened Property for purposes necessarily and reasonably related to the maintenance, repair, upkeep, and use of the sewer and utilities, in favor of the Benefited Property.
- D. Temporary Access: A temporary nonexclusive easement for initial excavation, construction, installation and placement of the utilities in the utility easement, in favor of the Benefitted Property. This temporary easement shall automatically terminate, without further action by the parties or writing filed with the public record, upon completion of the initial placement of utilities.

This Easement Agreement is granted subject to and conditioned upon the following terms, conditions and covenants:

A G R E E M E N T:

1. Costs of Construction and Maintenance. Grantee shall bear and promptly pay all costs and expenses of maintenance, repair, upkeep, construction, installation, excavation, replacement and use of the utilities subject to the Easements.

2. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements of Price City, Carbon County, and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

3. Work Standards. All work to be performed by Grantee on Grantor's property shall be in accordance with all applicable laws, ordinances and regulations, shall be completed in a careful and workmanlike manner, and shall be free of claims or liens. Upon completion of any such work performed by Grantee on Grantor's property, grantee shall remove all debris and shall reasonably restore the surface of the property and/or any improvements of any kind on or in or over the property to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed during construction. Grantee shall keep the property free and clear of all liens which may result from such work.

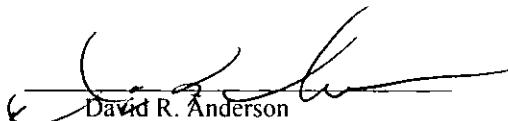
4. Indemnification. Grantee shall defend, indemnify, and hold Grantor harmless from and against all claims, liabilities and expenses relating to accidents, injuries, loss or damage of or to any person or property arising from or in any manner relating to the use by Grantee or its Permittees of the Easement, except as may result from the gross negligence or intentional misconduct of the Grantor or its Permittees.

5. Structures and Improvements. Grantor and Grantee agree that Grantor shall still have the ability to use the surface of the property. Grantor may make all other use of the Easement so long as it does not unreasonably interfere with the Easement and Grantee's rights hereunder.

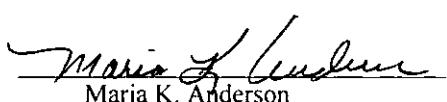
6. Term. Subject to the terms and conditions of this Agreement, the easement granted by this Easement shall be permanent and perpetual and shall run with the land. The easements shall pass with each conveyance of each parcel benefitted and/or burdened and the easements shall inure to the benefit of the successors in interest to the Benefitted Parcel and Burdened Parcel.

GRANTOR:

Dated this 2 day of November, 2009.



David R. Anderson

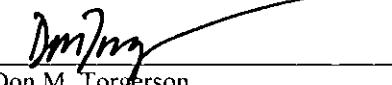


Maria K. Anderson

GRANTEE:

Dated this 12 day of November 2009.

453 PROPERTIES, LLC

By: 

Don M. Torgerson

Its: Managing Member

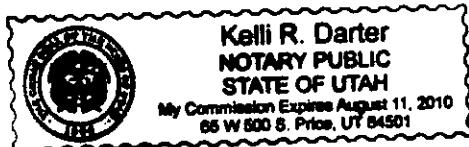
ACKNOWLEDGMENTS

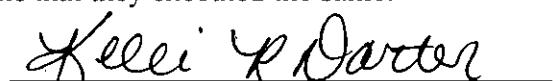
STATE OF UTAH)

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COUNTY OF CARBON)

On the 12 day of November, 2009, personally appeared before me David R. Anderson and Maria K. Anderson, who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledged to me that they executed the same.



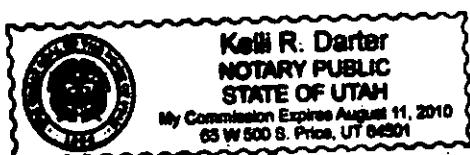

Kelli R. Darter
Notary Public
My commission expires: 08/11/2010

STATE OF UTAH)

:ss

COUNTY OF CARBON)

On the 12 day of November, 2009, appeared before me Don M. Torgerson, the managing member of 453 PROPERTIES, LLC, the Grantee herein, whose identity and position were satisfactorily established to me, and affirmed to me upon oath that the governing body of 453 PROPERTIES, LLC, has authorized him to execute the foregoing Easement Agreement, and did duly acknowledge in my presence that he executed the document for the purposes stated therein.




Kelli R. Darter
Notary Public
My commission expires: 08/11/2010

EXHIBIT A.1: LEGAL DESCRIPTION OF BURDENED PARCEL

BEGINNING 100 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 36, PRICE TOWNSITE SURVEY; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH 114.5 FEET; THENCE EAST 100 FEET; THENCE SOUTH 114.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT A.2: LEGAL DESCRIPTION OF BENEFITTED PARCEL

BEGINNING 100 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 36, PRICE TOWNSITE SURVEY; AND RUNNING THENCE WEST 114.50 FEET; THENCE NORTH 214.50 FEET; THENCE EAST 114.50 FEET; THENCE SOUTH 214.50 FEET TO THE POINT OF BEGINNING.