

WHEN RECORDED RETURN TO:

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

Ent 804120 Bk 714 Pg 682
Date: 07-JAN-2010 3:58PM
Fee: \$15.00 Check
Filed By: VB
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: DON TORGERSON

EASEMENT AGREEMENT

THIS EASEMENT, consisting of three pages, is made between **453 PROPERTIES, LLC** ("Grantor") and **David R. and Maria K. Anderson**, husband and wife, ("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 "Benefitted Parcel").

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

- A. Utility Easement: A nonexclusive perpetual underground telephone utility easement under and within the west 3 feet of the north 50 feet and the north 3 feet of the Burdened Parcel, for the maintenance, repair, upkeep, replacement and use of telephone connections for the benefit of the Benefitted Parcel.
- B. Drainage Easement: A nonexclusive perpetual easement for stormwater drainage over and across the Burdened Parcel for the benefit of the Benefitted Parcel.

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

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

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

4. Successors. The easements granted by this Agreement shall be appurtenant 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.

GRANTEE:

Dated this 2 day of November, 2009.


David R. Anderson

GRANTOR:

Dated this 12 day of November 2009.

453 PROPERTIES, LLC

By: Don Torgerson
Don M. Torgerson
Its: Managing Member


Maria K. Anderson

ACKNOWLEDGMENTS

STATE OF UTAH)
:ss
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.



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 Grantor 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.

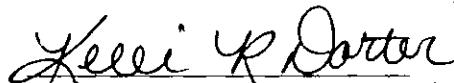

Kelli R. Darter
Notary Public
My commission expires: 08/11/2010

EXHIBIT A.1: LEGAL DESCRIPTION OF BURDENED PARCEL

BEGINNING 100 FEET 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.

EXHIBIT A.2: LEGAL DESCRIPTION OF BENEFITTED 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.