

GRANT OF EASEMENT

WHEREAS, the BRIGHAM CITY CORPORATION, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as particularly hereinafter described; and

WHEREAS, DESERET DEVELOPMENT COMPANY, L.C., a limited liability company organized pursuant to the laws of the State of Utah, hereinafter called the Grantor, is the owner of said property described and situated in Box Elder County, Utah; and

WHEREAS, said Grantor is willing to grant and convey to said Grantee, an easement for construction and maintenance of a drain ditch.

NOW, THEREFORE, in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees, and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain an open drain ditch 12 inches to 30 inches in depth for storm water upon and across and through those portions of Grantor's said land lying in Box Elder County, Utah as follows:

A 6-foot easement 3 feet parallel to and either side of the following described centerline for the purpose of a drainage ditch up to 30 inches in depth, lying in the East half of Section 14, Township 9 North, Range 2 West

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as follows:

A 20-foot maintenance easement 10 feet parallel to and either side of the following described centerline and a 30-foot construction easement 15 feet parallel and either side of the following described centerline; beginning at a point on the south line of Grantor's property, said point being the centerline of the future 800 West Street located 165 feet more or less East of the Southwest corner of said Grantor's property and running thence North along said street centerline 1200 feet more or less to a point East of an existing drainage culvert that runs West under the Oregon Short Line Railroad tracks; thence West 165 feet more or less to the West line of Grantor's property.

Grantor shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, its heirs, successors, administrators, representatives or assigns, shall not erect any permanent building or structure upon the lands comprising the perpetual or permanent easement above described which is incompatible with said easement without Grantee's consent in writing first obtained, which consent shall not be unreasonably withheld.

Grantee by accepting this grant agrees to be bound by the following conditions:

1. The Grantee and its contractors agree to replace or repair, with materials of like kind and equal equality, any existing fences, ditches, pipelines, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction. Grantee shall maintain adequate fences during construction.

2. The Grantee and its contractors will restore the surface of any of Grantor's land damaged by the construction of the easement as near as can be to its original condition within the easement area.

3. If property of the Grantor is damaged outside of the temporary and permanent construction areas, Grantor, or its successor(s) in interest, shall be entitled to be reimbursed for all costs and damages incurred. Additionally, if after completion of the original construction Grantee is required to come onto the Grantor's or its successor's property to do additional construction and maintenance, the Grantee shall reimburse Grantor or its successor(s) for any damage then caused to the property improvements or crops.

4. The Grantee shall hold and save harmless the Grantor from any liability for negligent acts of Grantee in constructing and maintaining said drain ditch or appurtenances thereto during the period of this easement. Further, Grantee shall hold and save harmless Grantor from any and all liability to third parties arising out of or resulting from the construction or maintenance of the ditch. Grantee shall reimburse Grantor for any damage incurred to Grantor's property as a result of said construction.

5. The Grantee agrees that at such time the Grantor or their successors in interest develop said property that to the extent the said drain ditch is required to be piped, said drain ditch will be piped by Grantor and the Grantee will pay its pro rated share of the costs associated with the piping across

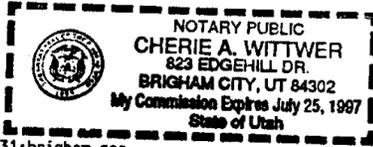
Grantor's property based upon engineering drainage calculations of the area. Said payment will be made within thirty (30) days of installation of the improvement. The parties agree to cooperate in the location of this drain into a dedicated street at the time of such development.

6. The Grantee agrees that the construction easement granted hereby shall terminate upon completion of the original construction. Grantee further agrees to abandon that portion of the easement where the drainage ditch is placed by piping in a public street.

7. As consideration for granting the easement described hereby, Grantee agrees that it will construct an eight inch diameter sewer main line along 300 North Street between approximately 600 West and the railroad right of way in Brigham City. Grantee will further act in good faith to facilitate extension of a street along 500 North to Grantor's property or otherwise allow Grantor to address with Grantee the developmental access issues pertaining to Grantor's property, including, but not limited to, allowing Grantor to seek a waiver of certain cul-de-sac restrictions, if necessary. The Public Works Department of Grantee will recommend such a waiver if of reasonable design. Until said sewer line is connected to the sanitary sewer system, Grantee will permit use of septic tanks and drain fields if the property in question otherwise qualifies for a septic tank drain field permit from the Bear River Health Department. It is understood that upon connection to the sanitary sewer system,



*OF EASEMENT*  
dedication freely, voluntarily and in behalf of said company for  
the purpose therein mentioned.



*Cherie Wittwer*  
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NOTARY PUBLIC  
Residing in:

tr/31:brigham.goe