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03/01/96 09:30 AM\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO REAL ESTATE  
REC BY:V ASHBY ,DEPUTY - WI

6292377

### EASEMENT AGREEMENT

THIS AGREEMENT entered into this 25<sup>th</sup> day of February, 1996, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (COUNTY), and the JORDAN SCHOOL DISTRICT (DISTRICT).

#### RECITALS

- A. DISTRICT is the owner of a parcel of land at 1085 E. 9800 S. Salt Lake County, Utah.
- B. COUNTY wishes to install a water line across the DISTRICT's land to service Big Bear Park.
- C. DISTRICT is willing to grant the COUNTY a construction easement to install the water line and a permanent easement for the water line based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. For Ten Dollars (\$10.00) and other good and valuable consideration, the DISTRICT grants the COUNTY a temporary construction easement to install a water line to service Big Bear Park, a Salt Lake County facility, across the DISTRICT's property. The construction easement shall be 25 feet wide and is more particularly described in paragraph 3. This temporary easement shall expire by its own terms upon the completion of the installation of the water line or December 31, 1996, whichever first occurs.

BK 7341 PG 2568

2. The DISTRICT also grants the COUNTY a permanent easement to locate and maintain the water line. The permanent easement shall be 10 feet in width and is described in paragraph 3 below.

3. The 25 foot temporary construction easement is described as 18 feet to the left and 7 feet to the right of the following center line legal description; and

The 10 foot permanent easement is described as 5 feet to each side of the following center line legal description:

An easement situate in the SW 1/4 of the NE 1/4 of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point in the northerly right of way line of 9800 South Street, which point is 2403.56 feet N.  $89^{\circ}45'35''$  W. along the quarter section line and 29.38 feet North from the East Quarter Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, thence parallel to an existing sewer line the following three courses: N.  $30^{\circ}07'11''$  E. 33.14 feet; thence N.  $00^{\circ}19'56''$  W. 341.80 feet; thence N.  $11^{\circ}11'27''$  E. 275.10 feet; thence N.  $89^{\circ}45'35''$  W. 77.71 feet to a point in the east property line of Big Bear Park.

4. The COUNTY agrees to restore the DISTRICT's land to its original condition following installation of the water line.

5. The COUNTY agrees to indemnify and hold harmless the DISTRICT from any and all claims for injury, death, loss or damages arising from the installation or maintenance of the water line on the DISTRICT's property by the COUNTY pursuant to the easement granted herein.

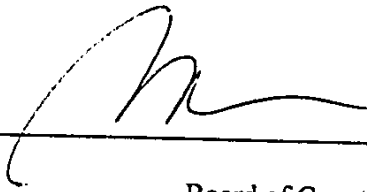
6. This Easement Agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal

instructions or representations nor letters or documents signed by one party shall be permitted to operate as an amendment to this agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first above written.

SALT LAKE COUNTY

By



Chairman  
Board of County Commissioners



Salt Lake County Clerk

*Manghan*  
Deputy County Clerk  
11-23-86

JORDAN SCHOOL DISTRICT

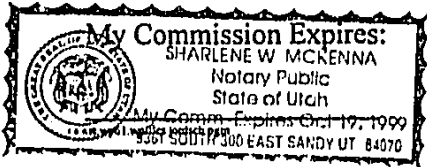
By



Ellen Wallace  
President of Board of Education of  
Jordan School District

STATE OF UTAH            )  
                                      : ss.  
County of Salt Lake        )

On the 13 day of February, 1996, personally appeared before me Ellen Wallace, who being by me duly sworn, did say that she is the President of the Board of Education of the Jordan School District, a body corporate of the State of Utah, and that the within and foregoing instrument was signed for and in behalf of said Jordan School District by authority of a resolution or its bylaws, and Ellen Wallace acknowledged to me that said School District executed the same.



*Sharlene W. McKenna*  
NOTARY PUBLIC

Residing at SLK.