

Recording requested by and
when recorded return to:

City of Riverton
c/o Gilson Engineering
12401 South 450 East
Draper, Utah 84020

Property No. 508-5381

7669621
06/28/2000 03:13 PM NO FEE
Book - 8371 Pg - 5415-5417
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
RIVERTON CITY
PO BOX 429
RIVERTON UT 84065
BY: KCC, DEPUTY - WI 3 P.

7669621

WATER SYSTEM EASEMENT
(Wel Ut Riverton Crops Project)

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("**Grantor**"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby quit claims to the City of Riverton ("**Grantee**"), a perpetual non-exclusive easement over, through and across a portion of Grantor's real property located in Salt Lake County, State of Utah more particularly described in Exhibit "A," which attached hereto and incorporated herein ("**Easement Property**"), to plan, install, and construct a secondary water system (the "**Water System**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Water System shall be maintained and operated on the Easement Property, together with the right of the Grantee of ingress and egress to and from the Easement Property.

Grantee's right to use the Easement Property shall be subject to the following, which upon use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee: The Water System shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee. Grantee shall enter upon Grantor's property and the Easement Property at its sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of Grantor's property and the Easement Property. Grantee shall maintain and repair the Water System and any and all related improvements located on the Easement Property by Grantee in a good state of repair so that no damage will result to the Easement Property and the property of Grantor. Grantee, or its successors or assigns, as the case may be, shall repair and replace all grass, flowers, shrubs, trees, fences, existing water and/or irrigation pipes and lines and any other improvements located on the Easement Property or the adjacent property of Grantor that may be damaged in the prosecution of any work by Grantee, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface condition to the same or substantially the

BK8371PG5415

Exhibit "A"

(Easement Property)

A 20 FOOT WIDE SECONDARY WATER EASEMENT ALONG 4800 WEST FROM 13400 SOUTH TO THE EXISTING 1.0 MG STEEL TANK AS DESCRIBED AS FOLLOWS:

A parcel of the Grantor's property lying within a strip twenty (20) feet wide, said strip extending twenty (20) feet on the west side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the east line of Grantor's property, County Parcel No. 32-01-200-007, said point lying N. 89°38'35"W., along section line, 53.00 feet and S. 00°13'00"E. 52.37 feet to the point of beginning from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence S. 00°13'00"E., along Grantor's east property line 992.65 feet, more or less to a point on the Grantor's property. Contains 0.456 acres (approx. 992.65 linear feet).

Subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or in equity.