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JORDANELLE SPECIAL SERVICE DISTRICT

EASEMENT AGREEMENT

00197698 Bk00361 Pg00230-00

WASATCH CO RECORDER-ELIZABETH M PARC
1997 OCT 10 14:51 PM FEE \$1.00 B)
REQUEST: JORDANELLE SPECIAL SERVICE

This AGREEMENT AND GRANT OF EASEMENT is made this 18th day of NOVEMBER, 1995, by and between Jordanelle Special Service District, (hereinafter referred to as "Grantee") and the following individual(s) and/or property owners, (hereinafter referred to as "Grantor"): Stichting Mayflower Recreational Fonds, Stichting Mayflower Mountain Fonds, Stichting Beheer Mayflower Project, General Partner for Mayfinance C.V.

WITNESSETH:

WHEREAS, Jordanelle Special Service District, with an office address of 55 West Center Street, Heber City, Utah 84032, is a Special Service District organized and existing pursuant to the laws of the State of Utah, and is in the process of developing and constructing a wastewater collection system (sewer) to serve the residents of the District; and

WHEREAS, Grantor is a property owner who owns property across which the proposed wastewater collection system lines must pass to adequately service the residents of the District.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the undersigned Grantor, does hereby grant and convey unto Grantee, a permanent easement of twenty-five (25) feet width, as shown on the attached Exhibit "A" (incorporated herein by this reference), to operate, inspect, maintain, protect, repair, replace or remove a wastewater collection system (sewer) and appurtenances for the transportation of wastewater and waste materials which can be transported through said sewer pipeline, along with a temporary construction easement of forty (40) feet width, which shall overlap by fifteen (15) feet the aforementioned permanent easement as shown on the attached Exhibit "A", to survey, clear and excavate for, lay, and construct the wastewater collection system (sewer) and appurtenances for the transportation of wastewater and waste materials which can be transported through said sewer pipeline, along a route on, under, across and through the land owned by the Grantor together with the right of ingress and egress to and from said easement over existing roads, situated in Wasatch County, State of Utah.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall be solely responsible for disposing of all trees, stumps, roots and construction waste created by the construction and installation of the wastewater collection system unless the Grantor agrees in writing to assume responsibility for removal of any debris resulting from the clearing and grubbing of the construction site. Grantee shall take all reasonable efforts to minimize effects of construction on existing vegetation, to the extent possible.

2. Grantee shall backfill any trench and grade out the disturbed easement areas and return the area to the original condition, which includes revegetation and the replacement of topsoil, to the extent topsoil existed prior to construction. Grantee shall keep and maintain the sewer pipeline and backfill thereon in a good and workmanlike condition pursuant to generally recognized principles and practices of pipeline construction and erosion control.
3. Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation, removal or reconstruction of the sewer pipeline. Grantor shall have no obligation to assist in the cost and expense of installing, maintaining or operating the wastewater collection system except as specifically agreed upon by those Grantors that are members of the Jordanelle Special Service District, pursuant to agreements regarding assessments, hook-up fees, and operation and maintenance charges for those participating in the wastewater collection system.
4. Except as otherwise provided in agreements regarding assessments, hook-up fees, and operation and maintenance charges for those participating in the wastewater collection system, Grantee shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement for any work done or materials furnished thereon at the instance or request or in behalf of Grantee; and Grantee shall hold harmless Grantor from and against any and all liens, claims, demands, or damages whatsoever in any way connected with or growing out of such work done, labor performed, or materials furnished.
5. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claim, demand, cost, and expense of whatsoever nature, court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damages grows out of, or arises because of the existence of the sewer pipeline or the operation, construction, maintenance, repair, renewal, modification, reconstruction, or removal of the sewer pipeline or any part thereof, or the contents therefrom or thereon, provided, however, the foregoing shall not apply to liability, loss, damage, claim, demand, cost and expense to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents. All construction, operation and maintenance of the sewer lines shall be conducted in accordance with all applicable laws, ordinances and regulations, including applicable environmental regulations.
6. The right-of-way herein granted is non-exclusive. Grantor shall have the right to construct and maintain fences, paths, access-ways, roads and landscaping over and across the easement herein granted, as it may find necessary in the operation of its business; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any other building or other improvement over or across the right of way, or change its contour without the express written consent of Grantee. Grantor also agrees to refrain from planting or maintaining any trees, shrubbery or other landscape features on the easement which may interfere with the wastewater collection system, or Grantee's reasonable access thereto without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantee shall have the right to remove any such trees, shrubs or landscaping without the prior consent of Grantor if Grantee determines that said landscaping interferes with the construction, operation and/or maintenance of the wastewater collection system.

7. Grantee shall pay reasonable damages for any injury to any and all improvements on said lands, including growing crops and native grasses, which injury may be caused by Grantee, its agents, employees or contractors. Grantee shall use diligence and cooperate with Grantor in all respects so as to interfere as little as possible with Grantor's operations; Grantee shall reimburse Grantor for any livestock loss sustained by such Grantor or permittee resulting from the construction of the wastewater collection system.

8. Grantee shall restore to original or better condition bridges and current irrigation paths such as streams, creeks and ditches that may be damaged due to construction or heavy equipment.

9. Grantee shall be responsible for necessary fencing to contain livestock during construction and shall restore existing permanent fences to original or better condition following construction. Grantee shall not maintain upon the lands within this easement fences or other structures which will retard or prevent livestock from grazing by this easement, without the written permission of Grantor.

10. To the extent possible, Grantee shall lay, bury and maintain said sewer pipeline so it will avoid:

- a. Permanent interference with the present use of any ditch or roadway,
- b. Permanent interference with the present use of the surface of said premises,
- c. Permanent damage to existing springs and if such damage occurs, Grantee shall restore springs to the original water supply.
- d. Permanent damage to existing septic tanks and drain fields so as not to disrupt service to existing homes, if any.

11. Other good and valuable consideration shall include:

- a. Grantor shall consult with Grantee regarding meter stations and manhole locations on Grantor's property.

12. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer pipeline for transportation of water, wastewater, or products thereof, but should such use terminate and Grantee, its successors or assigns, fail to use the easement for said purposes for a period of twenty-four (24) consecutive calendar months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its sewer pipeline and all of its fixtures, appurtenances and other property within the said easement, and shall remove the same within six (6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said sewer pipeline and all of the other property of Grantee, its successors or assigns, within said easement shall become and remain the

property of Grantor, and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its then present condition and pay all damages caused Grantor thereby. Such restoration shall include reseeding said ground to then present conditions.

13. All rights herein granted are subject to all rights of way, easements and licenses of record heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses of record or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such right of way, easement or license of record which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

14. The rights and permission granted hereunder are granted only for the purposed stated herein. The rights and permission granted hereunder are granted only to Grantee, Grantee's agents, employees, contractors, successors and/or assigns, and such rights are restricted to the uses indicated herein and are given for no other purpose whatsoever.

15. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not breach any covenant contained herein or otherwise interfere with Grantee's use thereof.

16. If default or breach shall be made in any of the conditions herein contained by Grantee, Grantor may, at the election of Grantor, declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of sixty (60) days after the mailing of such notice, and provided further, that any indemnification provision hereunder shall survive such termination. In addition to the remedy of termination of easement, Grantor shall be entitled to all other available remedies in law and equity, including but not limited to damages and/or specific performance. If default or breach shall be made in any of the conditions herein contained by Grantor, Grantee shall be entitled to all available remedies in law and in equity, including but not limited to damages and/or specific performance.

17. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorney's fees incurred in enforcing the terms of this agreement.

18. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same

shall continue and remain in full force and effect.

19. Except as may be herein otherwise provided, all notice required or permitted herein shall be deemed to have been properly given when sent by certified U.S. Mail, return receipt requested, addressed to the Grantor or Grantee at the addresses attached hereto; the date of such service shall be the date on which the notice is received by Grantor or Grantee by Mail; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

20. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part to any duly constituted successor public entity, upon giving prompt written notice of any such assignment to Grantor.

21. The attached Exhibit "A" is incorporated herein and made part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

GRANTEE
Jordanelle Special Service District

By: 
District Manager

GRANTOR(S)

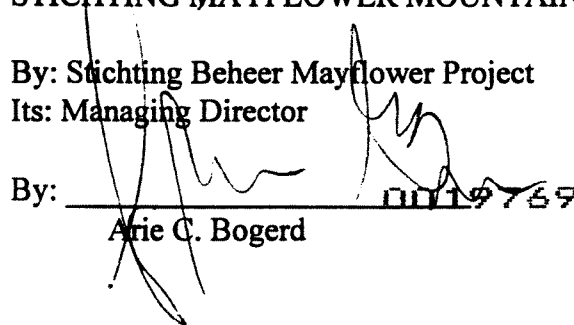
STICHTING MAYFLOWER RECREATIONAL FONDS

By: Stichting Beheer Mayflower Project
Its: Managing Director

By: 
Arie C. Bogerd

STICHTING MAYFLOWER MOUNTAIN FONDS

By: Stichting Beheer Mayflower Project
Its: Managing Director

By: 
Arie C. Bogerd

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MAYFINANCE C.V.

By: Stichting Beheer Mayflower Project,
General Partner for Mayfinance C.V.

Its: Managing Director

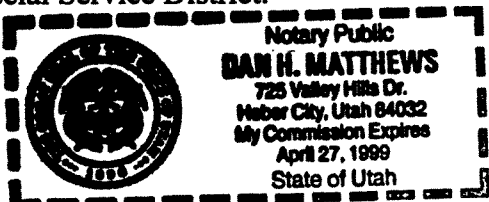
By: [Signature]
Arie C. Bogerd

STATE OF UTAH)

:SS

COUNTY OF WASATCH)

On the 10 day of November, 1995, personally appeared before me LeeRoy Farrell, who being sworn, did state that he is the District Manager of the Jordanelle Special Service District, and acknowledged before me that he executed the foregoing on behalf of the Jordanelle Special Service District.



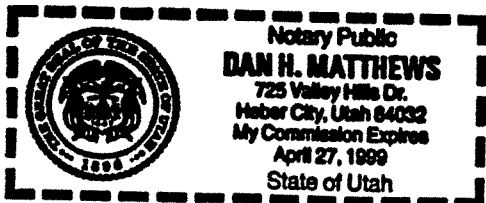
[Signature]
NOTARY PUBLIC

STATE OF UTAH)

:SS

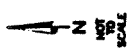
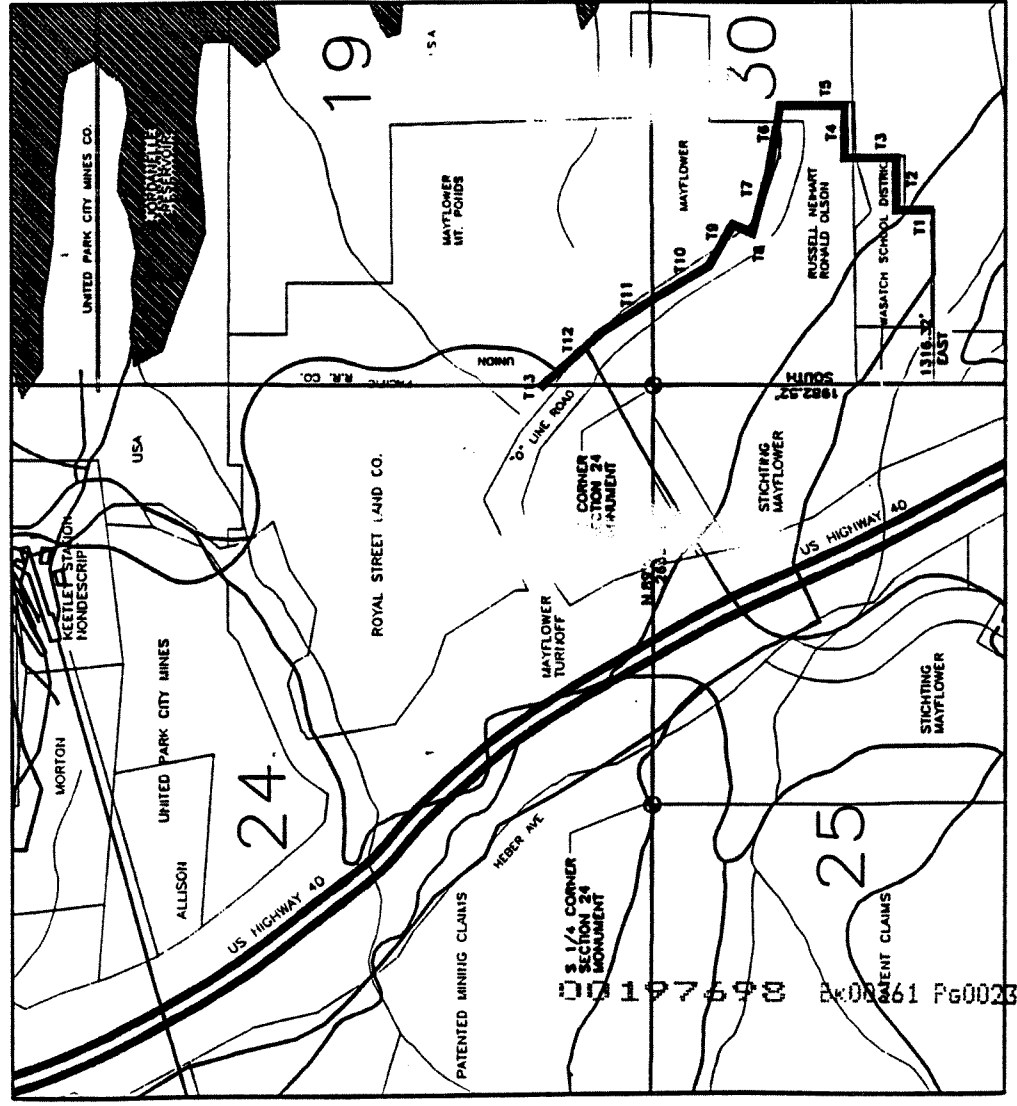
COUNTY OF WASATCH)

On the 10 day of November, 1995, personally appeared before me Arie C. Bogerd, the signer(s) of the foregoing instrument, who acknowledged before me that (s)he executed the same.



[Signature]
NOTARY PUBLIC

JORDANELLE
SPECIAL SERVICE DISTRICT
SANITARY SEWER SYSTEM
EASEMENT PLAT



ALL THAT REAL PROPERTY SITUATED IN WASATCH COUNTY BEING IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 25 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON RIGHT AND 10 FEET ON THE LEFT SIZE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 1982.52 FEET SOUTH AND 1316.32 FEET EAST OF THE SOUTHEAST CORNER MONUMENT OF SAID SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST; SAID POINT BEING ON A SEWER PIPELINE LEADING TO THE EXISTING PUMP STATION; THENCE N. 01°03'00\" W. 170.00 FEET; THENCE S. 89°57'00\" E. 332.50 FEET; THENCE S. 89°57'00\" E. 332.5 FEET; THENCE N. 00°36'00\" W. 330.00 FEET; THENCE N. 89°45'00\" E. 332.00 FEET; THENCE N. 00°04'00\" E. 400.00 FEET; THENCE N. 80°20'28\" E. 410 FEET; THENCE N. 49°43'00\" E. 410.00 FEET; THENCE N. 37°00'00\" E. 400.00 FEET; THENCE N. 37°00'00\" E. 400.00 FEET; THENCE N. 37°00'00\" W. 400.00 FEET; THENCE N. 37°00'00\" W. 400.00 FEET; THENCE N. 50°18'00\" W. 400.00 FEET.

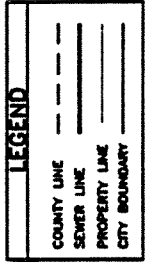
BASES OF BEARINGS ASSUMED N.89°57'18\" W. ALONG SECTION LINE BETWEEN SE CORNER AND S 1/4 CORNER MONUMENTS OF SECTION 24.

LABEL	BEARING	DISTANCE
T1	N. 01° 03' 00\" W.	170.00'
T2	S. 89° 57' 00\" E.	332.50'
T3	N. 0° 36' 00\" W.	330.00'
T4	N. 89° 45' 00\" E.	332.00'
T5	N. 00° 04' 00\" E.	400.00'
T6	N. 80° 20' 28\" E.	410.00'
T7	N. 49° 43' 00\" E.	410.00'
T8	N. 37° 00' 00\" E.	400.00'
T9	N. 37° 00' 00\" W.	400.00'
T10	N. 37° 00' 00\" W.	400.00'
T11	N. 37° 00' 00\" W.	400.00'
T12	N. 37° 00' 00\" W.	400.00'
T13	N. 50° 18' 00\" W.	400.00'

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL WIDTH REQUIRED

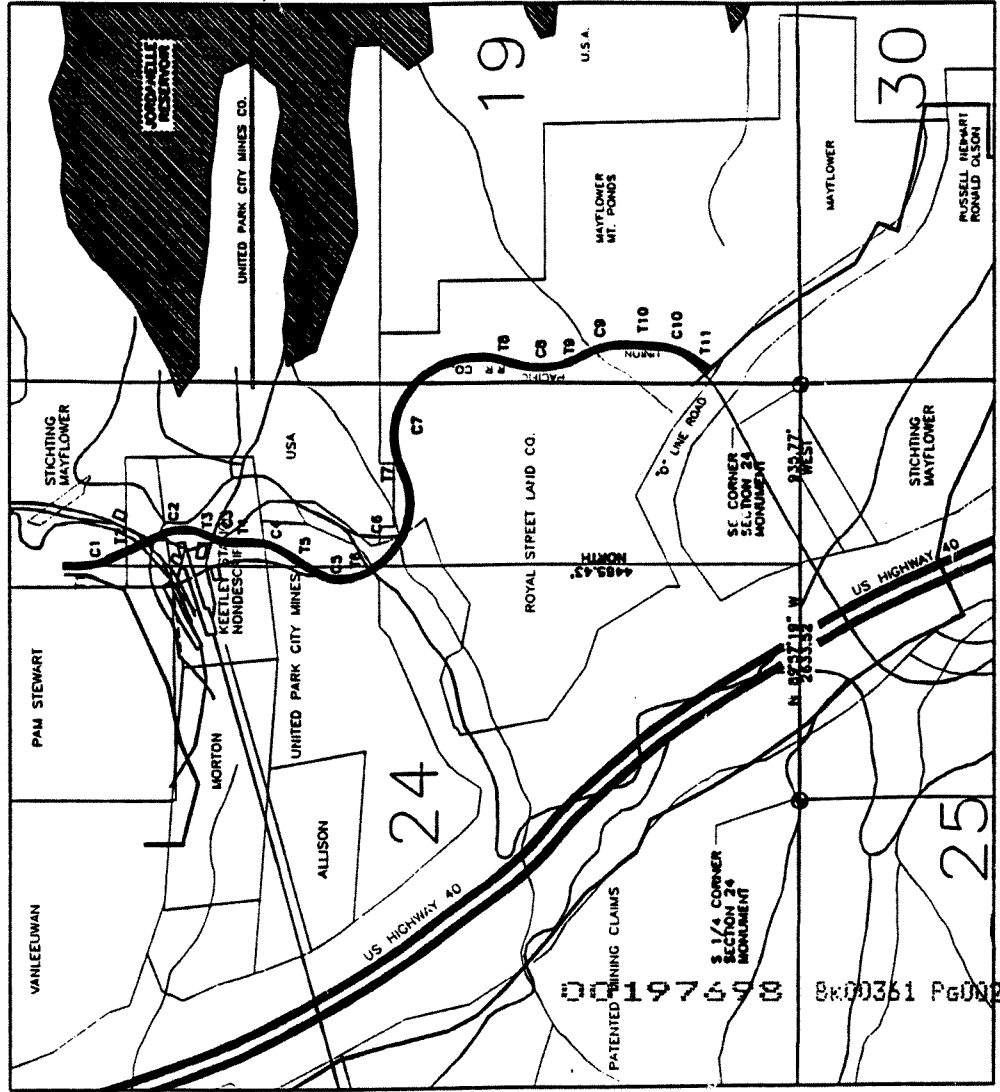
Ⓐ TO Ⓑ 25.0 FEET 20.0 FEET



NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE MEASURED PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

JORDANELLE
SPECIAL SERVICE DISTRICT
SANITARY SEWER SYSTEM

EASEMENT PLAT



ALL THAT REAL PROPERTY SITUATED IN WASATCH COUNTY, BEING IN THE WEST HALF OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, AND THE EAST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A 25 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON RIGHT AND 10 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

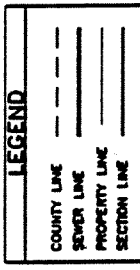
BEGINNING AT A POINT 935.77 FEET WEST AND 4485.43 FEET NORTH OF THE SOUTHWEST CORNER MONUMENT OF SAID SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, THESE BEARS S 02° 44' 00\"/>

TANGENT & CURVE TABLE

LABEL	BEARING	DISTANCE	Δ ANGLE	TANGENT	RADIUS	CURVE LENGTH
T1	S. 02° 44' 00\"/>					
C1	---	---	22° 30' 00\"/>			
T2	S. 23° 14' 00\"/>					
C2	---	---	48° 22' 00\"/>			
T3	S. 23° 08' 00\"/>					
C3	---	---	23° 08' 00\"/>			
T4	SOUTH	130.43'	---	---	---	---
C4	---	---	31° 02' 00\"/>			
T5	S. 31° 02' 00\"/>					
C5	---	---	45° 29' 00\"/>			
T6	S. 14° 27' 00\"/>					
C6	---	---	101° 00' 00\"/>			
T7	N. 64° 33' 00\"/>					
C7	---	---	132° 27' 00\"/>			
T8	S. 17° 00' 00\"/>					
C8	---	---	43° 49' 00\"/>			
T9	S. 28° 48' 00\"/>					
C9	---	---	30° 23' 00\"/>			
T10	S. 03° 25' 00\"/>					
C10	---	---	30° 10' 00\"/>			
T11	S. 33° 45' 00\"/>					

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL WIDTH REQUIRED
 Ⓐ TO Ⓑ 15.0 FEET 30.0 FEET



NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE MEASURED PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

EXHIBIT A

PHASE 1 - UPPER AREA LINE C EASEMENTS

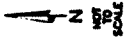
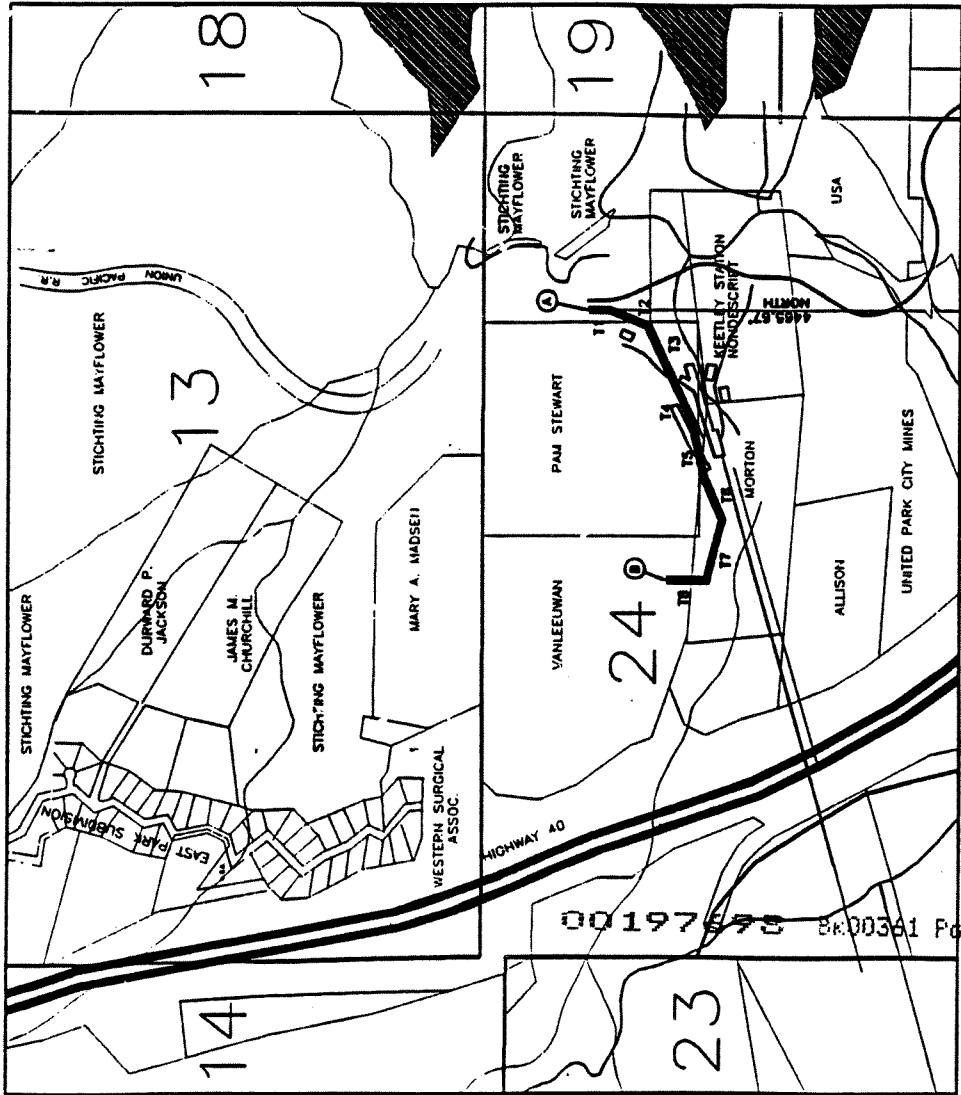
HANSEN & ALLEN & LUCE

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JORDANELLE

SPECIAL SERVICE DISTRICT
SANITARY SEWER SYSTEM

EASEMENT PLAT



ALL THAT REAL PROPERTY SITUATED IN WASATCH COUNTY BEING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 25 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON RIGHT AND 10 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

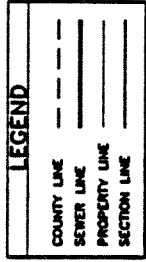
BEGINNING AT A POINT 640.37 FEET WEST AND 4485.87 FEET NORTH OF THE SOUTHEAST CORNER OF A PART OF SECTION 24, TOWNSHIP 2 SOUTH RANGE 4 EAST; SAID POINT BEING AT THE INTERSECTION OF SAID SECTION 24 WITH SECTION 23; THENCE S.37°54'00\"/>

BASES OF BEARING ASSUMED N.89°37'19\"/>

TANGENT TABLE		
LABEL	BEARING	DISTANCE
11	S. 2° 41' 00\"/>	

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL WIDTH REQUIRED
 (A) TO (B) 15.0 FEET LEFT 30.0 FEET RIGHT



NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE MEASURED PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

EXHIBIT A

PHASE 1 - UPPER AREA LINE D EASEMENTS

HANSEN ALLEN & LUCE