

Entry 2007005939  
Book 1034 Page 62 -71 \$28.00  
23-MAY-07 10:54  
RANDY SIMMONS  
RECORDER, JINTAH COUNTY, UTAH  
KIMBALL GLAZIER  
304 SOUTH 990 WEST OREM, UT 84058  
Rec By: DEBRA ROOKS , DEPUTY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Kimball Glazier  
304 S. 990 W.  
Orem, UT 84058

Entry 2007005939  
Book 1034 Page 62

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "**Agreement**"), is made as of May 18, 2007, by Grieg Morrison # Project Coordinator for Delta Development Services, LLC a Utah Limited Liability Company ("**Grantor**") to Kimball Glazier, an individual ("**Grantee**").

**RECITALS**

- A. Grantee is the owner of that certain real property located in Vernal, Utah and more particularly described and/or depicted on Exhibit A hereto (the "**Dominant Property**") and Grantor is owner of that certain real property also located in Vernal, Utah and more particularly described and/or depicted on Exhibit B hereto (the "**Servient Property**").
- B. The Dominant Property and the Servient Property are adjoining parcels, with the boundary of the Dominant Property abutting the boundary of the Servient Property.
- C. The purpose of this Grant is to provide for the installation, maintenance and use of a sewer pipe across the part of the Servient Property, as more particularly described and shown on Exhibit C hereto (the "**Sewer Pipe Easement Area**").

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys to Grantee the following:

- (i) A perpetual, non-exclusive easement (the "**Sewer Pipe Easement**") across, below and underneath the Sewer Pipe Easement Area, for the construction, maintenance, normal use, operation, repair and replacement of a sewer pipe (the "**Sewer Pipe**") for the transmission of sewage.
- (ii) A perpetual, non-exclusive easement (the "**Work Easement**") over, on and under the portions of the Servient Property as legally described and depicted on Exhibit D (the "**Work Easement Area**") for the construction, installation, maintenance, reconstruction, inspection and repair of the Sewer Pipe and for access to the Sewer Pipe Easement Area for the foregoing purposes.

1. **Conditions and Covenants.**

a. The grant of the Sewer Pipe Easement is subject to the condition that the Sewer Pipe shall be used only for the transmission of sewage.

b. Grantee, for itself, its successors and assigns, covenants and agrees:

(i) that the Work Easement shall be used only in such a manner as is reasonably necessary to achieve its purposes;

(ii) to provide not less than two days' prior written notice to the owner of the Servient Property before commencing any work pursuant to the Work Easement, except in the case of an emergency;

(iii) at its sole expense, to obtain all necessary permits and fulfill all conditions thereto;

(iv) to pay promptly all costs and expenses incurred in connection with work done pursuant to the Work Easement; and

(v) promptly after completion of the performance of any work pursuant to the Work Easement, to restore the subsurface and surface areas of the Servient Property and any plants and improvements thereon affected by such work to substantially their condition prior to such work;

The foregoing covenants are intended to run with and bind and inure to the benefit of the Dominant Property, Grantee and all successive owners of the Dominant Property during their respective periods of ownership, and for the benefit of the Servient Property, Grantor and all successive owners of the Servient Property during their respective periods of ownership. All provisions of this Grant shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

2. **Construction Cost and Maintenance Costs.** Grantee shall pay all costs associated with the construction and installation of the Sewer Pipe.

3. **Grantor's Right to Construct Improvements and Relocate the Easement.** Grantor reserves and retains the right to construct, install and maintain paved areas, planters, wires, conduits, pipes, landscaping and fences, over, on and under the Sewer Pipe Easement and the Work Easement, provided they do not unreasonably interfere with the use and enjoyment of Sewer Pipe Easement or the Work Easement.

4. **No Gift or Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Sewer Pipe Easement Area to or for the general public or for any public purposes whatsoever, it being the intention of Grantor that the Sewer Pipe Easement and the Work Easement granted herein shall be strictly limited to and for the purposes herein expressed.

5. **Authority.** Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of the State of Utah, and (ii) this Agreement (A) is duly authorized, executed and delivered by such party, (B) is a legal and binding obligation of such party as of the date hereof, and (C) is enforceable in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally).

7. **Governing Law.** This Grant shall be governed by and construed in accordance with the laws of the State of Utah.

8. **Entire Agreement; Attorneys' Fees.** This instrument contains all of the grants and agreements of the parties relating to the subject matter hereof, and all prior understandings and agreements are merged herein. This instrument may be modified or amended only by a written instrument which expresses that it is intended to amend this instrument and which is executed by the then-current owners of the Dominant Property and the Servient Property. In the event of a dispute arising out of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and other expenses incurred in connection therewith.

[SIGNATURES ON FOLLOWING PAGE]

Entry 2007005939  
Book 1034 Page 65

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of the day and year first set forth above.

**GRANTOR:**

By: Greg Morrison  
for D&M Development Service  
LLC

**GRANTEE:**

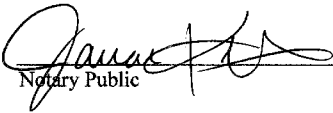
By: Kimball Glazin

ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On May 18, 2007 before me, Janae Kirton,  
Notary Public, personally appeared Grieg Morrison,  
personally known to me to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

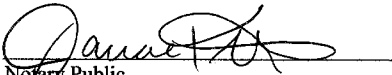


ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On May 18, 2007 before me, Janae Kirton,  
Notary Public, personally appeared Kimball Glazier,  
personally known to me to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public



**EXHIBIT A**

**THE DOMINANT PROPERTY**

PARCEL 1 05-055-033; 05-055-0303; 05-055-0304; PART 05-055-0301  
PART 05-055-0302

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS SOUTH 1°44'46" EAST 283.32 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE ALONG AN EXISTING FENCE LINE THAT IS THE NORTH LINE OF AN EXISTING ACCESS RIGHT-OF-WAY SOUTH 88°43'16" EAST AND EXTENDING FOR A TOTAL OF 814.44 FEET; THENCE SOUTH 6°29'21" WEST TO AND ALONG AN EXISTING FENCE LINE 341.60 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SAID SECTION 26; THENCE ALONG SAID SOUTH LINE SOUTH 88°05'13" WEST 514.17 FEET TO A POINT THAT IS NORTH 88°05'13" EAST 250.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 1°44'46" WEST PARALLEL TO THE WEST SECTION LINE 150.00 FEET; THENCE SOUTH 88°05'13" WEST PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 250.00 FEET TO THE WEST SECTION LINE; THENCE ALONG SAID WEST SECTION LINE; THENCE ALONG SAID WEST LINE NORTH 1°44'46" WEST 233.36 FEET TO THE POINT OF BEGINNING.

PARCEL 2 05-055-32; PART 05-055-0301; PART 05-055-0302

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS SOUTH 01°44'46" EAST 211.43 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 88°10'50" EAST PARALLEL TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER 721.14 FEET; THENCE NORTH 01°44'46" WEST PARALLEL TO THE SAID WEST LINE OF THE SOUTHWEST QUARTER 211.43 FEET TO THE SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 88°10'50" EAST ALONG THE SAID NORTH LINE OF THE SOUTHWEST QUARTER 256.80 FEET; THENCE SOUTH 01°45'58" EAST PARALLEL TO THE EAST LINE OF THE SAID SOUTHWEST QUARTER 665.08 FEET; TO THE SOUTH LINE OF THE NORTH HALF NORTHWEST QUARTER SOUTHWEST QUARTER; THENCE SOUTH 88°05'13" WEST ALONG THE SAID SOUTH LINE OF THE NORTH HALF NORTHWEST QUARTER SOUTHWEST QUARTER 213.81 FEET; THENCE NORTH 06°29'21" EAST 341.67 FEET TO A POINT IN LINE WITH THE EXTENSION OF A FENCE RUNNING NORTHWESTERLY; THENCE NORTH 88°43'16" WEST IN LINE WITH, AND ALONG A FENCE AND THE EXTENSION THEREOF, WHICH FENCE IS THE NORTH LINE OF AN EXISTING ACCESS RIGHT-OF-WAY 814.44 FEET TO THE SAID WEST LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 01°44'46" WEST ALONG THE SAID WEST LINE OF THE SOUTHWEST QUARTER 71.89 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**THE SERVIENT PROPERTY**

BEGINNING AT A POINT 1327.70 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°04'44" EAST 302.00 FEET; THENCE NORTH 01°44'46" WEST 25.00 FEET; THENCE NORTH 88°04'44" EAST 383.00 FEET; THENCE NORTH 01°44'46" WEST 190.00 FEET; THENCE NORTH 88°04'44" EAST 259.52 FEET; THENCE SOUTH 01°45'51" EAST 201.97 FEET; THENCE NORTH 88°04'44" EAST 385.49 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, THENCE SOUTH ALONG THE 1/16<sup>TH</sup> LINE SOUTH 01°45'51" EAST 1982.42 FEET; THENCE SOUTH 88°05'13" WEST 373.54 FEET; THENCE NORTH 01°45'51" WEST 666.00 FEET; THENCE SOUTH 88°10'50" WEST 235.80 FEET; THENCE SOUTH 01°44'46" EAST 211.43 FEET; THENCE SOUTH 88°10'50" WEST 721.14 FEET; THENCE NORTH 01°44'46" WEST 211.43 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26, THENCE NORTH 88°10'50" EAST ALONG THE QUARTER SECTION LINE 473.35 FEET; THENCE NORTH 01°49'10" WEST 187.00 FEET; THENCE SOUTH 88°10'50" WEST 473.11 FEET TO THE WESTERLY SECTION LINE; THENCE NORTH 01°44'46" WEST ALONG SAID SECTION LINE 1114.65 FEET TO THE POINT OF BEGINNING.

05-055-0029

05-054-0101 thru 0110

0112 thru 0115

05-055-0227 thru 0242

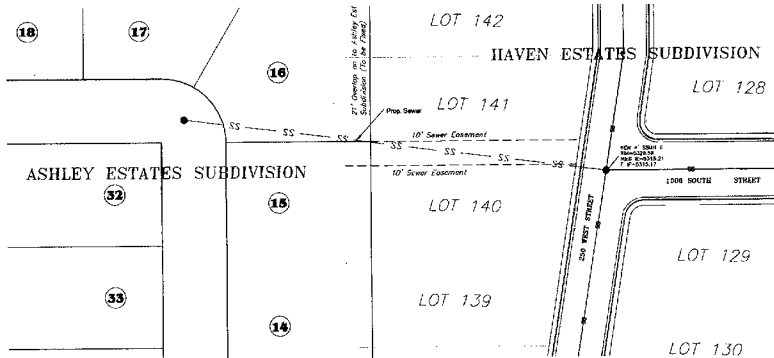


**EXHIBIT C**

**THE SEWER PIPE EASEMENT AREA**

Sewer Easement Description for Haven Estates Subdivision Lot 140  
A 10' wide sewer easement which is described as follows the north 10' of Lot 140 in the Haven Estates Subdivision Section 26, T4S, R21E, SLB&M.

Sewer Easement Description for Haven Estates Subdivision Lot 141  
A 10' wide sewer easement which is described as follows the south 10' of Lot 141 in the Haven Estates Subdivision Section 26, T4S, R21E, SLB&M.



05-055-0032  
05-055-0241  
05-055-0240

**EXHIBIT D**

**WORK EASEMENT AREA**

Sewer Easement Description for Haven Estates Subdivision Lot 140

A 10' wide sewer easement which is described as follows the north 10' of Lot 140 in the Haven Estates Subdivision Section 26, T4S, R21E, SLB&M.

Sewer Easement Description for Haven Estates Subdivision Lot 141

A 10' wide sewer easement which is described as follows the south 10' of Lot 141 in the Haven Estates Subdivision Section 26, T4S, R21E, SLB&M.

