

WHEN RECORDED, MAIL TO:  
Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Prop. No. 500-4599  
50 E. North Temple, 12<sup>th</sup> Floor  
Salt Lake City, Utah 84150

Tax Parcel ID Nos.46:780:0002  
46:780:0001

BT-11169 Prop 16 500-4599

(Space above for Recorder's use only)

**WATER LINE EASEMENT**

[Prop. No. 500-4599]

THIS WATER LINE EASEMENT (this "Agreement") is entered into this 7 day of MAY, 2012, by and between MERIT SCHOOL DEVELOPMENT, LLC, a Utah limited liability company ("Grantor"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Grantee").

**RECITALS**

A. Grantor is the owner of certain real property located in Utah County, State of Utah ("Grantor's Property"), more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee is the owner of certain real property located near or adjacent to Grantor's Property ("Grantee's Property"), more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a perpetual easement on, over, through, and across a portion of Grantor's Property (the "Easement Area") for the benefit of Grantee's Property, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit C, attached hereto and incorporated herein by this reference.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Water Line Easement. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee's Property, a perpetual easement on, over, through, and across the Easement Area for the purposes of designing, installing, constructing, using, operating, maintaining, reconstructing, inspecting, repairing, protecting, enlarging, removing, and replacing storm water drainage facilities (including, pipelines, valves, valve boxes, and other water line transmission and distribution structures and facilities as may be required by applicable municipal/government authorities, or desired by Grantee), to service Grantee's Property. The

easement provided to Grantee in this Agreement will permit Grantee's Property, as is currently developed and as may be developed in the future, to use the Easement Area for water line purposes.

2. Duration. The easement granted in this Agreement is perpetual and shall run with the land and shall be for the benefit of Grantee and its successors and assigns.

3. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

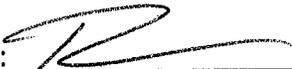
4. Entire Agreement. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.

5. Attorneys' Fees. In the event any party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year first above written.

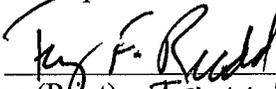
Grantor: MERIT SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

By: NSC PROPERTIES, LLC, Manager

By:   
R. Scott Priest, Manager

Grantee: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole



By:   
Name (Print): Terry F. Rudd  
Its: Authorized Agent

[Acknowledgements to Follow]

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me on this 30 day of April, 2012, by R. Scott Priest, the Manager of NSC PROPERTIES, LLC, which entity is the manager of MERIT SCHOOL DEVELOPMENT, LLC, a Utah limited liability company.

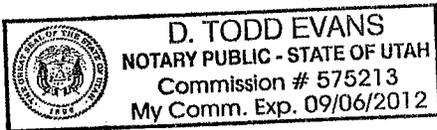


Jenny Wall  
Notary Public for the State of Utah

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 8<sup>th</sup> day of MAY, 2012 personally appeared before me TERRY F. RUDD, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



[Signature]  
Notary Public



**EXHIBIT A**

(Legal Description of Grantor's Property)

That certain real property located in Utah County, Utah, more particularly described as:

Lot 2, Plat "A", Merit Academy, including a vacation of South Springs Plat "A", Springville, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

**EXHIBIT B**

(Legal Description of Grantee's Property)

That certain real property located in Utah County, Utah, more particularly described as:

Lot 1, Plat "A", Merit Academy, including a vacation of South Springs Plat "A", Springville, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

**EXHIBIT C**

(Legal Description of Easement Area)

That certain real property located in Utah County, Utah, more particularly described as:

**24 foot wide Water Line Easement:**

Beginning at a point being located North  $00^{\circ}12'31''$  West along the section line 547.49 feet and West 263.12 feet from the West 1/4 Corner of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North  $89^{\circ}57'16''$  East 262.26 feet; thence North  $00^{\circ}02'44''$  West 13.80 feet; thence North  $89^{\circ}57'16''$  East 20.00 feet; thence South  $00^{\circ}02'44''$  East 37.80 feet; thence South  $89^{\circ}57'16''$  West 282.19 feet; thence North  $00^{\circ}12'17''$  West 24.00 feet to the point of beginning.