

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that SACRED FOUNTAIN OF YOUTH, INC. and BIG POLE ESTATES ASSOCIATION, INC. (hereinafter referred collectively to as "Grantors") hereby jointly, severally and mutually grant, assign and conveys to the owners and other holders of interests (hereinafter referred collectively to as "Grantees") of all lots and parcels in Big Pole Estates, a subdivision, as recorded in Wasatch County, Utah, recorders office, Plat Book ____, Page _____ of the Public Records of Wasatch County, State of Utah (hereinafter referred to as "Big Pole Estates") certain easements and rights of way on, over, across, under and through certain tracts of land located in _____ Wasatch _____ County, Utah, as follows:

1. Drain Field Easement:

- (A) The Grantors hereby create, grant, assign and convey a non-exclusive easement to and in favor of each lot and lot owner in Big Pole Estates who have consented in writing to this Easement, for the purpose of installing, constructing, maintaining, operating, and improving an underground sanitary sewer waste water drain field system (the "drain field"), together with such collection and distribution pipes, over, under, on, through and above the property described as Areas 1, and 2 on the attached map marked Exhibit "A" which is incorporated herein by reference. Each individual lot owner shall be responsible for and shall pay all costs associated with the installation, construction and maintenance of the drain field serving such individual's lot, including performing any tests, obtaining any permits, and all construction costs for the drain field. That with respect to the drain field areas, the actual location of each drain field system for each house shall be located: (1) so as not to interfere with other drain fields; (2) in close proximity as practical to the lot being served by such drain field; (3) not to prohibit or inhibit the access to other portions of the drain field areas for other lots, and (4) to maximize the utilization of the drain field areas for all lots. The actual construction of each drain field shall be in accordance with the state wastewater rule, Onsite Wastewater Systems, R317-4, Utah Administrative Code (as amended) Wasatch County Health and Water Quality standards (the "standard"). Prior to any construction, each lot owner which shall use such drain field easement areas, shall first submit detailed plans and specifications to the Grantors for written approval. Grantors retain the absolute right and discretion to reject or require modification of any plans submitted. No construction shall be commenced prior to the issuance of such written approval, and the Grantors retain the absolute discretion in determining the whether to issue such approval. Grantor retains the absolute right to approve, disapprove or require modification of the proposed restoration and re-vegetation plans. The plan for construction of each drain field and installation of any sewer pipes, shall include the restoration and re-vegetation of all areas which are disturbed during such construction to as close as possible to the condition of such disturbed areas prior to the commencement of the

ACCOMMODATION RECORDING ONLY
FOUNDERS TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY
SUFFICIENCY OR AFFECT OF THIS
DOCUMENT OR THE RECORDING THEREOF

227779

Page 1 of 4

Date: 6-OCT-2008 2:38pm
Fee: 57.00 Check
ELIZABETH PARCELL, Recorder
Filed By: HWC
For FOUNDERS TITLE COMPANY
WASATCH COUNTY CORPORATION

OBA - 0001 (Thu)

OBA - 0038

construction, which such restoration and re-vegetation the lot owners shall be responsible and liable for

(B) In addition, the Grantors hereby create, grant, assign and convey a non-exclusive easement to and in favor of each lot and lot owner in Big Pole Estates who have consented in writing to this Easement, for the purpose of installing, constructing, maintaining, operating, and improving a public sanitary wastewater sewer pipe facility in the designated areas, including distribution, collection and transmission pipes, manholes, lift stations and associated equipment and pipes.

2. **Lot Line Easement:** In addition to the easement for the drain field, there is further created a non-exclusive easement ten (10) foot in width along each side of each lot line of all lots in Big Pole Estates for the installation, construction, maintenance, operation, and improvement of underground sanitary sewer waste water collection and distribution pipes, sewer mains, and sewer man-holes.
3. **Duration of Easements:** Such easement shall run with the land. The easements shall not be assigned or conveyed separate and apart from the ownership of each lot, and any conveyance or assignment of any lot shall by definition include by reference the assignment or conveyance of such easements.
4. **Abandonment of Drain Fields:** Wasatch City/County Health Department (or similar governmental agency) has committed to the future installation of a main public sanitary sewer collection line into the area or near to which Big Pole Estates is located. The exact location and completion date of such main sewer line is presently unknown. Upon the completion of placement into service of such main sewer line, and with the construction of an extension sewer line into Big Pole Estates, such public sewer system will be made available for use of the lots in Big Pole Estates. Pursuant to existing agreements with Wasatch County, all lots in Big Pole Estates are required to connect to the county public sewer system when it becomes available. When such public sewer system in service and is made available to Big Pole Estates, all lots are required to disconnect from and cease using the drain fields and connect to the public sewer system. Part of the actual abandonment of the drain fields and drain field areas, shall be the restoration and re-vegetation of all areas drain field and construction areas to as close as possible the condition of such areas prior to the commencement of the construction, which such restoration and re-vegetation the lot owners shall be responsible and liable for. Such conversion, abandonment, restoration, and re-vegetation shall occur and be completed no longer than twelve (12) months following the availability of the public sewer system in Big Pole Estates to such lot. Each lot owner shall pay all costs associated with the conversion and connection to the public sewer systems and the abandonment, restoration and re-vegetation of the drain field areas associated with such lot. Grantor retains the absolute right to approve, disapprove or require modification of the proposed restoration and re-vegetation plans.

5. **Nature of Easements:** The easements created by this agreement are for the benefit and use of the lots owners in Big Pole Estates who have consented in writing to this Easement . Such easements shall be joint, reciprocal, and mutual between and among such lots in Big Pole Estates. Such easements include the right to ingress and egress upon the easement areas for the installation, construction and maintenance of the sewer and drain field facilities, including the right to dig and trench, cut and remove timber, tress, brush, overhanging branches and other obstructions which may injure or interfere with the use and enjoyment of such easements and the sewer and drain field facilities contained therein. No person shall erect or maintain any permanent structure or improvement in the easement areas which impedes or interferes with the use and enjoyment of such easements and the sewer and drain field facilities therein.
6. **Effective Date of Agreement.** This Agreement shall become effective on that date upon which the last party required to execute this Agreement has duly executed such Agreement, and has communicated the execution by such party to the other party. Such communication of execution may be by sending a facsimile copy of the Agreement showing such execution by the sending party.
7. **Partial Invalidity.** If any provision in this Agreement is held invalid, illegal or unenforceable in any respect or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, and any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, binding and enforceable to the fullest extent permitted by law, and as if this Agreement have never contained any such invalid, illegal or unenforceable provision.
8. **No Third Party Beneficiaries.** No person or entity, not a party to this Agreement, shall be deemed a third party beneficiary of this Agreement. Any owner or other party in interest of any lot in Big Pole Estates who does not join in or consent in writing to this Agreement shall not enjoy or have the use of any rights or easements created by this Agreement.
9. **Construction of Agreement.** The parties acknowledge that because all parties or their counsel participated in the negotiating and drafting of this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason on that party's role in drafting this Agreement. Specifically, any ambiguities appearing in this Agreement shall not be construed against GRANTORS.
10. **Governing Law/Venue.** This Contract shall be construed under the and in accordance with the laws of the State of Utah, and the exclusive venue for its enforcement and any action based upon this Contract shall be in Wasatch County, Utah, notwithstanding any choice of laws to the contrary.

11. **Complete Agreement.** This Agreement constitutes the entire agreement and understanding between the parties this contract and supersedes all prior or other agreements, contracts, representations, negotiations or stipulations between the parties whether or not such prior agreements were reduced to writing or signed.
12. **Attorney Fees.** In any action, controversy, mediation, or arbitration to interpret or enforce this Agreement, and including all actions on appeal, the prevailing party shall be entitled to recovery his attorney fees and court costs.
13. **Headings.** Any headings in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation.

Made and entered into as of the effective date specified in Paragraph 15.

GRANTOR: Dated: Oct 5, 2000 GRANTOR: Dated: Oct 5, 2000
 SACRED FOUNTAIN OF YOUTH, INC. BIG POLE ESTATES ASSOCIATION, INC.

BY: [Signature]
 Its: President

BY: [Signature]
 Its: President

STATE OF Utah :
 COUNTY OF Summit :

The foregoing instrument was acknowledged before me this 5th Day of October, by John Walden And _____ Who is/are personally known to me or who has/have produced driver's license As identification and did take an oath.

[Signature]

Signature of Notary

Deborah L. Barrow

Name of Notary Printed, Typed or stamped

Notary Seal



EXHIBIT A

Big Pole Estates

Hatched area represents
area of drainfield easement

