

711-36-57-11

13-039-003

AGREEMENT AND GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT ("Agreement") made this 27 day of MAY, 1992, by and between South Weber City, a municipality organized and existing under the laws of State of Utah ("South Weber City") and SAVAGE ROCK PRODUCTS CORPORATION ("Savage").

RECITALS:

WHEREAS, South Weber City is in the process of developing and construction a wastewater collection system (sewer) to serve the residents of South Weber City; and

WHEREAS, construction of the sewer system necessarily requires pipes being placed through various parcels of land within South Weber City; and

WHEREAS, Savage owns a parcel of land described on Exhibit "1" hereto through which South Weber City's proposed sewer system will be constructed; and

WHEREAS, Savage consents to South Weber City's sewer system crossing their property and agree to grant South Weber City an easement to facilitate the crossing of Savage's property to construct and maintain the sewer system under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Grant of Permanent Easement.** Subject to the terms and conditions of this agreement, Savage hereby grants and conveys to South Weber City a 25-foot wide permanent easement and right-of-way for the installation, maintenance, repair or replacement of a sewer system pipeline through Savage's property. The centerline of the permanent easement along the course of the sewer pipeline is described in the attached Exhibit "2".

2. **Grant a Temporary Construction Easement.** Subject to the

terms and conditions of the agreement, Savage also hereby grants and conveys to South Weber City a 40-foot wide temporary construction easement to allow South Weber City to install the sewer system through Savage's property. The temporary construction easement shall overlap the permanent easement and extend an additional 15.0 feet to the side of the permanent easement as shown on Exhibit "2" and run the entire length of the permanent easement as it crosses Savage's property. The temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release or on December 31, 1993, whichever event occurs first.

3. **Immediate Occupancy.** Savage hereby grants South Weber City immediate occupancy of the easement to begin construction of the sewer system.

4. **Temporary Access.** Savage agrees to allow South Weber City temporary access from the nearest public roadway to the temporary construction easement, provided travel across Savage's property would not adversely affect Savage's property. The exact location of the temporary access shall be determined by Savage. The temporary access shall terminate at the time of termination of the temporary construction easement.

5. **Clearing and Grubbing.** Savage agrees to allow South Weber City to clear and grub the 40-foot temporary construction easement. It is agreed that tree stumps, roots and other debris will be removed from the property by South Weber City. South Weber City agrees to be totally responsible for disposing of all trees, stumps, roots and other debris removed from Savage's land unless Savage elects in writing to remove the debris itself.

6. **No Permanent Structure.** Savage agrees not to place any permanent structure on the 25-foot permanent easement described herein and agrees that South Weber City shall be allowed to keep the easement clear of any trees and shrubs. It is agreed that South Weber City is not required to keep the easement clear of trees after installation but may do so if it chooses. Furthermore, South Weber City will not compensate Savage for any removal of trees and shrubs within the easement in connection with

maintenance, repair, and replacement of sewer pipeline.

7. **Fencing and Livestock.** South Weber City agrees to be responsible for temporary fencing and restoration of existing permanent fences damaged on Savage's property during construction. Savage agrees to control all livestock during construction of the sewer system. Furthermore, Savage agrees to be responsible for any permanent fencing and control of livestock after construction is completed.

ET 975669 BK 1502 PG 599

8. **Ground Restoration.** Upon completion of the sewer system pipeline, South Weber City shall backfill any trench and grade out the disturbed easement areas and return the area to the condition existing prior to construction, subject to the provisions of paragraph 6. South Weber City shall be responsible for a three year period after completion of the pipeline for any settlement of the trench and restore the trench area to a grade consistent with existing surroundings.

9. **Hold Harmless.** South Weber City agrees to defend and hold Savage harmless on account of any claims associated with the sewer system pipeline and the acts and/or omissions of South Weber City in connection therewith as the same pertains to Savage's property.

10. **Post Construction Maintenance.** After construction and in the event repair, maintenance or replacement is needed on the sewer system, South Weber City agrees to reasonably restore fences and the disturbed land to their condition prior to the required repair, maintenance or replacement.

11. **Additional Consideration.** As additional consideration for the granting of the easement described herein, in the event Savage elects to subdivide, build or otherwise develop its property described in the attached Exhibit "1" at any time within ten (10) years of the date of the agreement, South Weber City agrees to waive the main line connection charge associated with developing the property and connecting the main line to the sewer system. However, individual residence or user fees to connect individual residences or users to the sewer system are not waived. Savage will be responsible for paying all expenses, costs and fees

(whether in the form of permits, construction costs, or any other expenses) incurred or associated with connecting the main line to the sewer system, the main line connection charge only being waived. This waive shall not be construed to waive any of the applicable regulations, codes, laws of ordinances associated with the building or developing of property in South Weber City.

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

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SOUTH WEBER CITY

BY Rex Bouchard  
Mayor

SAVAGE ROCK PRODUCTS CORPORATION

BY H. Benson Lewis  
Its Asst. Secretary

STATE OF UTAH )  
                          :  
COUNTY OF DAVIS )

On the 27 day of May, 1992, personally appeared before me Rex Bouchard, who being sworn by me did say that he is the Mayor of South Weber City, and acknowledged before me that he executed the foregoing on behalf of South Weber City.



GINGER L. MILLER  
1000 E. So. Weber Ct.  
So. Weber, UT 84405  
My Comm. Expires: 4-7-93  
State of Utah

Ginger L. Miller  
Notary Public

STATE OF UTAH )  
                          :  
COUNTY OF SALT LAKE )

On the 27th day of May, 1992, personally appeared before me H. Benson Lewis, the signer of the above instrument, who duly acknowledged to me that he is the Exec. Vice President of Savage Rock Products, a Utah corporation and that executed the above instrument for and on behalf of Savage Rock Products.

H. Kathleen Haslam  
Notary Public



## EXHIBIT "1"

Beginning at the Southwest corner of the Northwest 1/4 of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian and running thence North 1320.00 feet more or less to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 36; thence East 514 feet more or less to a highway as conveyed by 313-611; thence Southerly 743.0 feet more or less along the arc of a 2789.79 foot radius curve to the right along said Highway; thence South 86°43'00" West 40 feet to a point 115.0 foot perpendicular distant Westerly from the center line of said Highway; thence Southerly 349.79 feet along the arc of a 2749.79 foot radius curve to the right along the Westerly line of a frontage road; thence South 4°00' West 234 feet more or less to the South line of said Northwest 1/4; thence West 550 feet more or less along said South line of said Northwest 1/4 to a point 94 feet East of Southwest corner of said Northwest 1/4; thence North 180.60 feet; thence West 70.00 feet; thence South 180.60 feet; thence West 24.00 feet to the point of beginning.

Parcel contains 19.591 acres more or less.

