

The Order of the Court is stated below:

Dated: December 09, 2020.

/s/ CAMILLE NEIDER

02:11:25 AM

District Court Judge



JOSEPH E. MINNOCK, NO. 6281
MORGAN, MINNOCK, RICE & MINER, L.C.
Kearns Building, Eighth Floor
136 South Main Street
Salt Lake City, UT 84101
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STATE OF UTAH
COUNTY OF WEBER

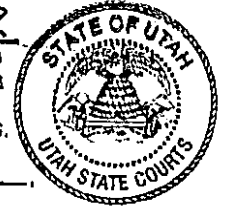
I hereby certify that the document to which this certificate is attached is a full, true and correct copy of the original filed in the Utah State Courts.

WITNESS my hand and seal this 17 day of DEC 2020

DISTRICT/JUVENILE COURT

Camille Neider

CLERK



IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
WEBER COUNTY, STATE OF UTAH

THE FRANK S. BLAIR LIMITED
PARTNERSHIP,

Plaintiff,

v.

CENTRAL WEBER SEWER
IMPROVEMENT DISTRICT; WHITAKER
CONSTRUCTION CO. INC., and DOES 1 - 5,

Defendants.

FINAL JUDGMENT OF
COMPENSATION AND
CONDEMNATION

Civil No. 18097931

Honorable Camille Neider



W3112259

EH 3112259 PG 1 OF 10
LEANN H KILTS, WEBER COUNTY RECORDER
22-DEC-20 120 PM FEE \$.00 DEP PV
REC FOR: CENTRAL WEBER SEWER

The Court, having reviewed the Stipulation and Joint Motion for Entry of Final Judgment of Just Compensation and Condemnation (the "Final Judgment of Just Compensation and Condemnation"), and being fully advised and for good cause appearing,

NOW ORDERS, ADJUDGES AND DECREES that:

1. The interest in those parcels of land hereinafter described in paragraph 7 (the "Condemned Property") are hereby condemned and acquired by the Central Weber Sewer

Improvement District ("CWSID") for purposes of extending CWSID's sewer lines and related appurtenances and facilities. CWSID has the right to condemn and acquire the Condemned Property for a public use as described in CWSID's Counterclaim.

2. The purpose of said condemnation is a public use authorized by law.

3. The full amount of just compensation for the Condemned Property acquired by CWSID in this proceeding, including a perpetual easement, a temporary construction easement, damages and interest, consists of two parts: (a) a total payment by CWSID to Blair of Six Hundred Thousand Dollars (\$600,000.00); plus (b) granting Blair or its assigns the right to hook on to the Marriott-Slaterville Pump Station as more fully set forth in paragraph 4 below.

The cash payment portion of the just compensation shall be payable as follows:

A. The sum of \$75,000.00 was previously paid to Blair, receipt of which Blair hereby acknowledges; and

B. CWSID shall pay the balance of the compensation, which is the sum of \$525,000.00, to Blair by issuing and delivering a certified check made payable to Kirton and McConkie Trust Account delivered to the following:

Thomas K. Checketts
 KIRTON McCONKIE
 50 E. South Temple, Suite 400
 Salt Lake City, UT 84111.

Said payment shall be delivered within five (5) business days after the entry of this Final Judgment of Just Compensation and Condemnation.

4. Blair or its assigns shall have the right to hook onto CWSID's sewer system at the Marriott-Slaterville Pump Station located at 1590 West 400 North in Marriott-Slaterville, Utah (including any substitute for or replacement of the Marriott-Slaterville Pump Station) to provide

sanitary sewer service to one or more developments of any kind that is/are reasonably determined by CWSID to generate wastewater having a collective volume up to that generated by sixty (60) equivalent residential units (ERUs), conditioned upon the execution and delivery of one or more applications for service, the payment of applicable impact and hookup fees and costs, and the satisfaction of applicable CWSID Rules and Regulations and the Rules, Regulations and requirements of the applicable retail sanitary sewer service provider (CWSID primarily being a wholesale service provider), including subsequently adopted Rules and Regulations and requirements and amendments to Rules and Regulations and requirements including, but not limited to, applicable industrial pretreatment requirements and regulations should any development include an industrial and/or commercial component. The right hereby granted to make hookups shall expire fifteen (15) years from the date this Final Judgment of Just Compensation and Condemnation is entered by the Court. CWSID shall reserve 60 ERUs of capacity in the Marriott – Slaterville Pump Station during the said 15-year time period.

5. Blair and the Defendants have resolved all claims and disputes related to the condemnation, CWSID's Project, and this proceeding, including but not limited to fair market value of the permanent and temporary easements, interest, and all damages claimed or that could be claimed by Blair, whether known or unknown.

6. The payments referred to in Paragraph 3 totaling \$600,000.00, together with the hook-on rights set forth in paragraph 4, constitute full Just Compensation to Blair and satisfy all claims Blair may have, known or unknown, for and/or related to the property interests being condemned, including all claims for additional compensation, accumulating interest, statutory and/or other damages, indirect or consequential damages, lost rent, business losses, attorneys fees, costs and for all other claims arising out of the taking of the property interests sought in this

action. The payment amounts do not, however, include any rights Blair may have to relocation benefits under state or federal law.

7. The permanent, perpetual sewer line easement hereby awarded to CWSID shall and does include the right to construct, replace, operate, repair and maintain sewer system facilities and improvements within, upon and across the real property described below in this paragraph 7. Blair reserves the right to use the permanent easement area for any use not inconsistent with CWSID's express use including, but not limited to, installing landscaping, parking lots, roads, and compatible utilities, but not buildings and/or other structures, in the easement area. No utility may be installed within the easement area unless (a) at least an 18 inch clearance is maintained for utilities that cross the pipeline or at least five feet of clearance is maintained for utilities that parallel the pipeline, or (b) the installation plans have been reviewed and approved by CWSID, which approval shall not unreasonably be withheld, but CWSID shall not be required to approve any utility installation that would conflict with or jeopardize CWSID's sanitary sewer lines and/or appurtenances. A copy of this Final Judgment of Just Compensation and Condemnation shall be filed with the County Recorder of Weber County, State of Utah, and thereupon the rights and interests of Blair in the following property shall vest in CWSID:

Permanent Easement:

Weber County Parcel # 15-031-0001:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the North Half of Section 12, Township 6

North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's apparent west property line and the center of a Central Weber Sewer Improvement District Pipeline at a point South 2,067.36 feet, and East 2,374.81 feet from the Northwest Corner of said Section 12, said Northwest Corner bears N89°32'59"E 2698.47 feet from the N 1/4 Corner of Section 11 of said T6N R2W (basis of bearing); thence along said pipeline the following seven courses: (1) S89°22'21"E 298.63 feet, (2) N62°02'40"E 193.12 feet, (3) N77°26'40"E 300.87 feet, (4) N45°04'11"E 25.00 feet, (5) N0°03'09"E 52.33 feet, (6) N45°04'05"E 25.00 feet and (7) S89°55'56"E 23.71 feet to a point on Grantor's east property line, said line also being the west line of the Willard Canal, said, point being S60°15'03"E 3,682.11 feet, more or less, from the northwest corner of said Section 12. Contains 0.4218 acre, more or less.

Weber County Parcel # 15-031-0015:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northwest Quarter of Section 12 of Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's apparent west property line, and the center of a Central Weber Sewer Improvement District Pipeline at a point South 2,057.67 feet, and East 1,490.09 feet from the Northwest Corner of said Section 12, said Northwest Corner bears N89°32'59"E 2698.47 feet from the N1/4 Corner of Section 11 (basis of bearing); thence S89°22'21"E 884.77 feet, more or less, along said pipeline to a point on Grantor's apparent easterly property line, said point being S48°57'33"E 3,148.61 feet, more or less, from the Northwest corner of said Section 12. Contains 0.4062 acre, more or less.

Weber County Parcel # 15-031-0020:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 11 and the Northwest Quarter of Section 12 of Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's west property line, said line also being the east R/W line of Interstate 15 and the center of a Central Weber Sewer Improvement District Pipeline at a point South 1786.68 feet, and West 79.02 feet from the Northeast Corner of said Section 11, said Northeast Corner bears N89°32'59"E 2698.47 feet from the N 1/4 Corner of said Section 11 (basis of bearing);

thence along said pipeline the following five courses: (1) S89°59'28"E 25.36 feet, (2) S44°58'20"E 16.00 feet, (3) S1°57'58"E 226.24 feet, (4) S46°57'58"E 25.00 feet and (5) S89°22'21"E 1506.51 feet to a point on Grantor's apparent easterly property line, said point being S35°54'39"E 2540.55 feet, more or less, from the northeast corner of said Section 11. Contains 0.8260 acre, more or less.

Weber County Parcel # 15-032-0010:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 12, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's apparent southerly property line and the center of a Central Weber Sewer Improvement District Pipeline at a point South 1,608.29 feet, and East 4,260.23 feet from the Northwest Corner of said Section 12, said Northwest Corner bears N89°32'59"E 2698.47 feet from the N 1/4 Corner of Section 11 of said T6N,R2W (basis of bearing); thence along said pipeline the following three courses: (1) N0°12'03"W 117.16 feet, (2) N44°59'37"E 25.00 feet and (3) S89°22'22"E 302.50 feet to a point on Grantor's easterly property line, said point being S72°07'43"E 4,812.17 feet, more or less, from the northwest corner of said Section 12. Contains 0.2042 acre, more or less.

Weber County Parcel #s 15-032-0022, 15-032-0024, and 15-032-0041:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 12,

Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's apparent west property line and the center of a Central Weber Sewer Improvement District Pipeline at a point South 1,827.31 feet, and East 3,389.48 feet from the Northwest Corner of said Section 12, said Northwest Corner bears N89°32'59"E 2698.47 feet from the N1/4 Corner of Section 11 of said T6N,R2W (basis of bearing); thence along said pipeline the following three courses: (1) S89°55'51"E 25.70 feet, (2) N75°56'57"E 437.39 feet, (3) N89°20'21"E 15.17 feet to a point on Grantor's east property line, said point being S61°40'13"E 3,850.67 feet, more or less, from the northwest corner of said Section 12. Contains 0.219.6, acre, more or less.

Weber County Parcel # 15-032-0041:

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 12, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah and being more particularly described as follows:

Beginning on Grantor's apparent west property line and the center of a Central Weber Sewer Improvement District Pipeline at a point South 1,720.96 feet, and East 3,854.65 feet from the Northwest Corner of said Section 12, said Northwest Corner bears N89°32'59"E 2698.47 feet from the N 1/4 Corner of Section 11 of said T6N,R2W (basis of bearing); thence along said pipeline the following four courses: (1) N89°20'16"E 203.37 feet, (2) S84°30'31"E 185.78 feet, (3) N45°00'00"E 25.00 feet and (4) N0°12'02"W 110.43 feet to a point on Grantor's northerly property line, said point being S69°19'04"E 4,553.70 feet, more or less, from the northwest

corner of said Section 12. Contains 0.2409 acre, more or less.

8. The construction for which the temporary construction easements were obtained has been completed and those easements have lapsed and, therefore, the legal descriptions for the temporary construction easements are not included herein.

9. Each party shall bear its own costs and attorneys' fees.

**ENTERED BY THE COURT EFFECTIVE AS OF THE DATE THE
COURT'S STAMP IS AFFIXED TO THE FIRST PAGE OF THIS DOCUMENT.**

APPROVED AS TO FORM:

KIRTON McCONKIE

/s Thomas K. Checketts
Signed with permission 11/13/2020
THOMAS K. CHECKETTS
DAVID M. WAHLQUIST
Attorneys for Blair

CERTIFICATE OF MAILING

I certify that on this 14th day of November 2020, I caused a true and correct copy of
FINAL JUDGMENT OF COMPENSATION AND CONDEMNATION to be sent via
electronic filing to the following:

Thomas K. Checketts
KIRTON MCCONKIE
50 East South Temple
Suite 400
Salt Lake City, UT 84111
tchecketts@kmclaw.com

/s Joseph E. Minnock