

When Recorded Mail to _____:
Dave Baus
Campbell-Hogue & Assoc.
1200 - 112th Avenue NE, Suite C-143
Bellevue, WA 98004-3708

RIGHT-OF-WAY EASEMENT AND CONTRACT

OGDEN-WEBER APPLIED TECHNOLOGY CENTER, a public body organized and existing under the laws of the State of Utah, whose address is 200 North Washington Boulevard, Ogden, Utah 84404, the owner of the property hereinbelow described, hereinafter called GRANTOR, for the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to WASHINGTON PARK ASSOCIATES, L.C., a Utah limited liability company, whose address is 1200 112th Avenue N.E., Suite C-143, Bellevue, Washington 98004, hereinafter called GRANTEE, an easement to construct, reconstruct, operate and maintain a storm drain over, under, and/or across the following described land situated in the County of Weber, State of Utah, to wit:

An eight (8) foot wide easement four (4) feet on each side of the following described Centerline:

A part of the Northeast Quarter of Section 17, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, U.S. Survey.

Beginning at a point South 00°58'40" West 702.90 feet and South 67°00'00" West 505.56 feet and North 00°49'56" East 9.39 feet from the Northeast corner of said Northeast Quarter, and running thence South 79°16'00" West 211.33 feet to the East right-of-way line of Washington Boulevard.

Grantee shall obtain liability insurance naming the Grantor as beneficiary in the amount of \$1,000,000. Grantee shall construct and make any and all necessary installation of said Storm Drain in accordance with applicable building codes and will bury the storm drain pipe at the appropriate depth. All installation, restoration and maintenance shall be at Grantee's sole cost and expense. Any and all damages to the premises caused thereby shall be promptly repaired by and at the expense of Grantee.

The right is granted on the condition that the following work shall be diligently pursued and performed in accordance with applicable building codes:

1. Replacement, restoration and compacting of road base on the access road where the storm drain pipe is or will be installed. (Drain pipe will be steel reinforced pipe, select pipe bedding, sand ground pipe, minimum 4-6" of road base in 6" lifts cover over pipe compacted to 95%.)
2. Paving of the upper road off of Adams Avenue to the bridge, paving over the bridge and placing concrete caps on the bridge. (Subgrade stable and non yielding, compacted to 95%. Road base 6-8" compacted to 96%, asphalt 3" compacted to 96%.)

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E# 1664285 BK2035 PG1580
DOUG CROFTS, WEBER COUNTY RECORDER
24-SEP-99 8:41 AM FEE \$14.00 DEP MW
REC FOR: APPLIED.TECHNOLOGY.CENTER

3. Complete restoration of the chain link fence including privacy slats.
4. Landscaping with trees and shrubs on the easement.
5. Grading and smoothing of the entire access road. (Access road grading 2% crown to facilitate drainage, compact existing to 95%.)
6. Replace culvert and headgate on the west side of the bridge off of Adams Ave.
7. Perpetual maintenance of the storm drain pipe and the access to said pipe.

Following any entry made under the terms of this Easement by Grantee, its agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to September of 1998.

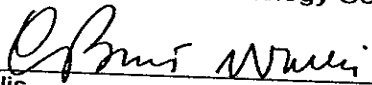
Said easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the right of ingress and egress to and from said strip of land; however, Grantor shall retain the full right, title, and possession of the property except for the limited easement granted herein. Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted.

This easement shall revert to the Grantor, its heirs or assigns upon Grantee's cessation or abandonment of the easement for the purpose set forth.

This provisions of this Right of Way Easment and Contract shall run with the land and be promptly recorded with the Weber County Recorder's Office.

IN WITNESS WHEREOF, Ogden-Weber Applied Technology Center has caused this instrument to be executed this 10th day of ~~July~~, 1999.

~~August~~
Ogden-Weber Applied Technology Center, Owner



Brent Wallis
Superintendent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this _____ day of July, 1999, personally appeared before me, _____ of the Ogden-Weber Applied Technology Center and that the foregoing instrument was signed on behalf of said Authority by statutory authority, and that the aforesaid Authority executed the same.

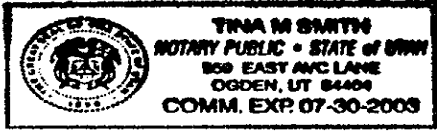
My Commission Expires: _____

NOTARY PUBLIC
Residing at: _____

State of Utah

County of Weber

Subscribed and sworn/affirmed to before me this 10th day of August,
1999, by C. Brent Wallis.



Tina M Smith
Notary Public

My Commission Expires: 7/30/2008

Attribution Clause: This Jurat Certificate is prepared for, and exclusively belongs to, the accompanying document entitled Right of Way Easement & Contract, which consists of 2 page(s) and is dated 8/10/99. If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

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