

When Recorded Mail To:  
Campbell-Hogue & Associates, Inc.  
Attn: Ardis L. Maine  
1200 - 112<sup>th</sup> 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 1200-112<sup>th</sup> Avenue NE, Suite C-143, Bellevue, WA 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:

~~12-059-0003~~ 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 construction and make any and all necessary installation of said Storm Drain in accordance with applicable building codes and will bury the storm drainpipe 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 preliminary practices.

#1700273 BK2067 PG873  
DOUG CROFTS, WEBER COUNTY RECORDER  
14-APR-00 11:43AM FEE \$ 16.00 DEP JPM  
REC FOR: FIRST AMERICAN TITLE

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1. Replacement, restoration and compacting of road base on the access road where the storm drainpipe 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%.)
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 drainpipe and 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.

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

E#1700273 BK2067 P6874

IN WITNESS WHEREOF, Ogden-Weber Applied Technology Center has caused this instrument to be executed this 10<sup>th</sup> day of August, 1999.

Ogden-Weber Applied Technology Center, Owner

By: Brent Wallis  
Brent Wallis, Superintendent

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 10<sup>th</sup> day of August, 1999, personally appeared before me, being duly sworn, did say that he is the Superintendent 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:

EH1700273 BK2067 PGB75

State of Utah  
County of Weber

On this 10<sup>th</sup> day of April, ~~19~~ <sup>2000</sup>, C. Brent Wallis personally  
appeared before me,  
\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_  
 who is personally known to me,  
\_\_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Tina M. Smith  
Notary Public  
My Commission expires: 7/30/03  
E#1700273 BK2067 P6876

*Attribution Clause: This Acknowledgment Certificate is prepared for, and exclusively belongs to, the accompanying document entitled*  
Right of Way Easement Contract, which consists of 3 page(s) and is dated 4/10/00  
*If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.*