



W2955992

When recorded return to:

5238 West 2150 North
Ogden, Utah 84404

E# 2955992 PG 1 OF 11
Leann H. Kilts, WEBER COUNTY RECORDER
07-Dec-18 0133 PM FEE \$30.00 DEP TN
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

EASEMENT GRANT
INGRESS, EGRESS, INSTALLATION & MAINTENANCE
CULINARY AND SECONDARY WATER LINES

16-043-0054

Leslie Ann Meyer, Trustee of the Leslie Ann Meyer Living Trust, dated July 18, 2005 and amended November 14, 2017, are the owners of the fee estate in and to real property located in Weber County, State of Utah, which is more particularly described on attached Exhibit "A". A portion of the real property described on Exhibit "A" is to be burdened by an Easement Estate hereinafter described.

For good and valuable consideration, the receipt and sufficiency is acknowledged Leslie Ann Meyer, Trustee of the Leslie Ann Meyer Living Trust, dated July 18, 2005 and amended November 14, 2017, as "Grantor", do hereby grant, convey and transfer unto:

Mountain View Irrigation, Inc., a Utah Corporation,

as "Grantee", a **Ten Foot, (10), Non-exclusive Easement Estate**, on, over, underneath and across a portion of the real property owned by the "Grantor". The **Easement Estate** is more particularly described on attached Exhibit "B". **That portion of the fee estate owned by the "Grantor" which is part of the Easement Estate being conveyed to the "Grantee" is for the express purpose of the maintenance, repair and/or replacement of culinary and secondary water lines and related equipment.**

In addition to the **Non-Exclusive Easement Estate**, the "Grantor" grants, conveys and transfers to:

Randy Marriott Construction Company, Inc., a Utah Corporation

as "Grantee", a **Twenty Foot, (20), Temporary, Non-exclusive Easement Estate**, on, over, underneath and across a portion of the real property owned by the "Grantor". The **Temporary Easement Estate** is more particularly described on attached Exhibit "C". **That portion of the fee estate owned by the "Grantor" which is part of the Temporary Easement Estate being conveyed to the "Grantee" is for the express purpose of having sufficient area for construction equipment and personnel to install the culinary and secondary water lines and related equipment on, over or underneath the real property described on Exhibit "B".**

The Easement Estate is granted, conveyed and transferred for the following purposes:

The right of ingress and egress over and across the real property described on Exhibit "B", for pedestrian traffic, for vehicles and equipment required to install, maintain, operate, repair or replace culinary and secondary water lines and facilities which will be installed within the Easement Estate.

The Temporary Easement Estate is granted, conveyed and transferred for the following purposes:

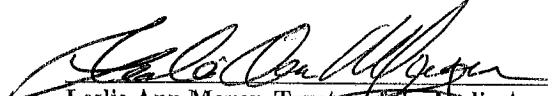
The right of ingress and egress over and across the real property described on Exhibit "C" for pedestrian traffic, for vehicles and equipment required to install culinary and secondary water lines and facilities necessary to operate the culinary and secondary water lines to be installed within the Easement Estate.

The Easement Estates are conveyed upon the following terms, conditions and stipulations:

1. **The Easement Estates are to be used solely for the purpose stated herein. The rights, authorities and grants conveyed to the Grantees herein do not convey, grant or transfer to the Grantees the right or authority to access to the real property described in the Easement Estates, for any other purpose without the express written consent of the Grantor.**
2. **The Easement Estates do not create, grant, convey or transfer any equitable interest in the real property described for the benefit of the Grantees.**
3. **The Temporary Easement Estate will terminate at such time that the materials and equipment installed by Randy Marriott Construction Company, Inc., a Utah Corporation to complete the culinary and secondary water lines have been accepted and approved by Mountain View Irrigation, Inc., a Utah Corporation and any applicable governmental authority.**
4. **The Easement Estate will terminate at such time that either of the following events occur:**
 - a. **The Grantor and the Grantee, of the Easement Estate, their successors or assigns, enter into a mutual agreement, in recordable form, which terminates the Easement Estate, or**
 - b. **At such time the real property owned by Rick E. Woodward and Karla Woodward, which at the time of the execution of this document is identified as Weber County, State of Utah, Tax Parcel Number 16-043-0035, is located on a dedicated public street which provides for the ability of the owner of said property to connect to culinary water and secondary water connections in the dedicated street. Evidence of such an ability will be the dedication of a public street which abuts the real property identified as Tax Parcel Number 16-043-0035.**
5. **The general landscape and contour of the Easement Estates will be restored to its general condition prior to the installation of the lines, facilities and equipment. The cost of the restoration of the property will be paid by Mountain View Irrigation Company, Inc. a Utah Corporation.**
6. **The Easement Estates will not be used to store any materials, vehicles or equipment other than the materials and equipment being used to install, construct, maintain, repair or replace the improvements on or in the Easement Estate described on Exhibit "B". Upon completion of the installation of the facilities and equipment the excess materials and equipment will be removed from the Easement Estate described on Exhibits "B" and "C".**

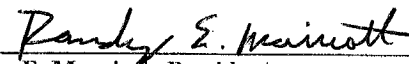
This grant shall inure to the benefit of the Grantor and Grantees, their successors and assigns and shall constitute a covenant running with the land for the benefit of the Grantor and the Grantees, their successors and assigns. The easement estate described herein may be modified, altered or more specifically defined from time to time. Any future modification, alteration or relocation of the easement estate will require and consent of the Grantor and the Grantees in writing.

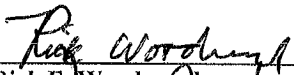
In the event of any default, under the terms and conditions of this grant, by either Grantor or Grantees, it is understood that the offended party shall be entitled to reimbursement of costs and fees required to perfect this agreement, including but not limited to the payment of attorneys fees and court costs. The undersigned have reviewed the contents of this agreement and agree to be bound by the same.


 11-20-18
Date
Leslie Ann Meyer, Trustee of the Leslie Ann Meyer Living Trust, dated July 18, 2005 and amended November 14, 2017

The terms and conditions this Easement Grant have been reviewed and accepted by the undersigned Grantees who agree to be bound by the terms, conditions and stipulations of stipulated to herein.

Mountain View Irrigation, Inc., a Utah Corporation

by:  12-4-18
Date
Randy E. Marriott--President

 11-28-18
Date
Rick E. Woodward

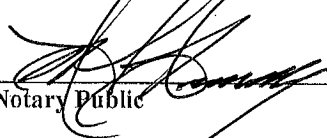
 11-28-18
Date
Karla Woodward

Randy Marriott Construction Company, Inc., a Utah Corporation

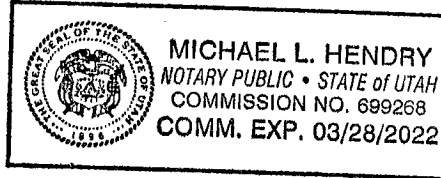
by:  12-4-18
Date
Randy E. Marriott--President

State of Utah
County of Weber

On this the ~~20~~ ^{November} day of ~~October~~ 2018, personally appeared before me, Leslie Ann Meyer, Trustee of the Leslie Ann Meyer Living Trust, dated July 18, 2005 and amended November 14, 2017, the signer of this document, who duly acknowledged to me that this document was executed by the same in accordance with the terms and conditions of the stated Trust Agreement.



Notary Public



State of Utah
County of Weber

On this the ~~4~~ ^{December} day of ~~October~~ 2018, personally appeared before me, Randy E. Marriott as President of Mountain View Irrigation, Inc., a Utah Corporation, the signer of this document who duly acknowledged to me that this document was executed by the same in the capacity stated and by authorities conveyed upon the same by resolution of the board of directors of said corporation.

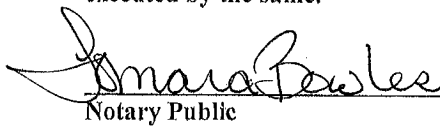


Notary Public

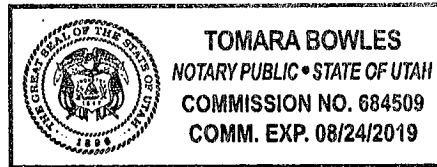


State of Utah
County of Weber

On this the ~~28~~ ^{November} day of ~~October~~ 2018, personally appeared before me, Rick E. Woodward and Karla Woodward, the signers of this document who duly acknowledged to me that this document was executed by the same.

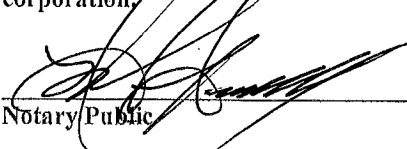


Notary Public



State of Utah
County of Weber

On this the ~~4~~ ^{December} day of ~~October~~ 2018, personally appeared before me, Randy E. Marriott as President of Randy Marriott Construction, Inc., a Utah Corporation, the signer of this document who duly acknowledged to me that this document was executed by the same in the capacity stated and by authorities conveyed upon the same by resolution of the board of directors of said corporation.



Notary Public

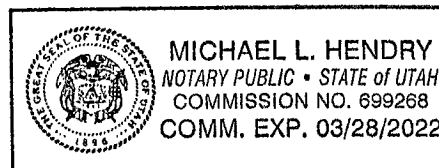


EXHIBIT "A"
FEE ESTATE OWNED BY THE "GRANTOR"

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL: 16-043-0054

PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, US SURVEY: BEGINNING AT A POINT 272 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE SOUTH 1D37' WEST 854.19 FEET, THENCE EAST 236.10 FEET, THENCE NORTH 10D07' EAST 219.86 FEET, THENCE NORTH 20D28 EAST 170 FEET, THENCE NORTH 0D45' EAST 265 FEET, THENCE WEST 157 FEET, THENCE NORTH 200 FEET, THENCE WEST 158 FEET TO THE PLACE OF BEGINNING. CONTAINING 5.02 ACRES MORE OR LESS. TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368) SUBJECT TO A RIGHT OF WAY (1345-369)

EXHIBIT "B"
LEGAL DESCRIPTION OF THE
EASEMENT ESTATE
A PORTION OF WHICH IS THE FEE ESTATE OF THE
"GRANTOR"

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT ESTATE
WHICH IS IN PART OWNED BY
LESLIE ANN MEYER LIVING TRUST UAD 7-18-05-AMENDED 11-14-17

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

A 10-FOOT WIDE, NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS, ACCESS AND INSTALLATION OF CULINARY AND SECONDARY WATER LINES ALONG THE EASTERLY LINE OF THAT PARCEL AS RECORDED IN ENTRY NO. 2891099 IN THE WEBER COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION IN THE WEST LINE OF STONE CREST SUBDIVISION PHASE 2 AS RECORDED IN BOOK 82 AT PAGE 62 IN THE WEBER COUNTY RECORDER'S OFFICE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF THAT PARCEL RECORDED IN ENTRY NO. 2625063 IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT IS NORTH 89°01'11" WEST 2,142.52 FEET ALONG THE SOUTH LINE OF SAID SECTION 21, AND NORTH 3,088.97 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21; RUNNING THENCE NORTH 88°36'36" WEST 10.10 FEET ALONG THE NORTH LINE OF SAID PARCEL AS RECORDED IN ENTRY NO. 2625063; THENCE NORTH 07°57'06" EAST 172.09 FEET PARALLEL TO THE WEST LINE OF SAID STONE CREST SUBDIVISION PHASE 2; THENCE SOUTH 88°58'08" EAST 10.07 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 07°57'06" WEST 172.15 FEET ALONG SAID WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINS 1,721 SQUARE FEET OR 0.039 ACRES MORE OR LESS.

TEMPORARY INGRESS/EGRESS ACCESS AND CULINARY AND SECONDARY WATER EASEMENT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

A 10-FOOT WIDE TEMPORARY INGRESS/EGRESS ACCESS AND CULINARY AND SECONDARY WATER EASEMENT ALONG THE EASTERLY LINE OF THAT PARCEL AS RECORDED IN ENTRY NO. 2891099 IN THE WEBER COUNTY RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

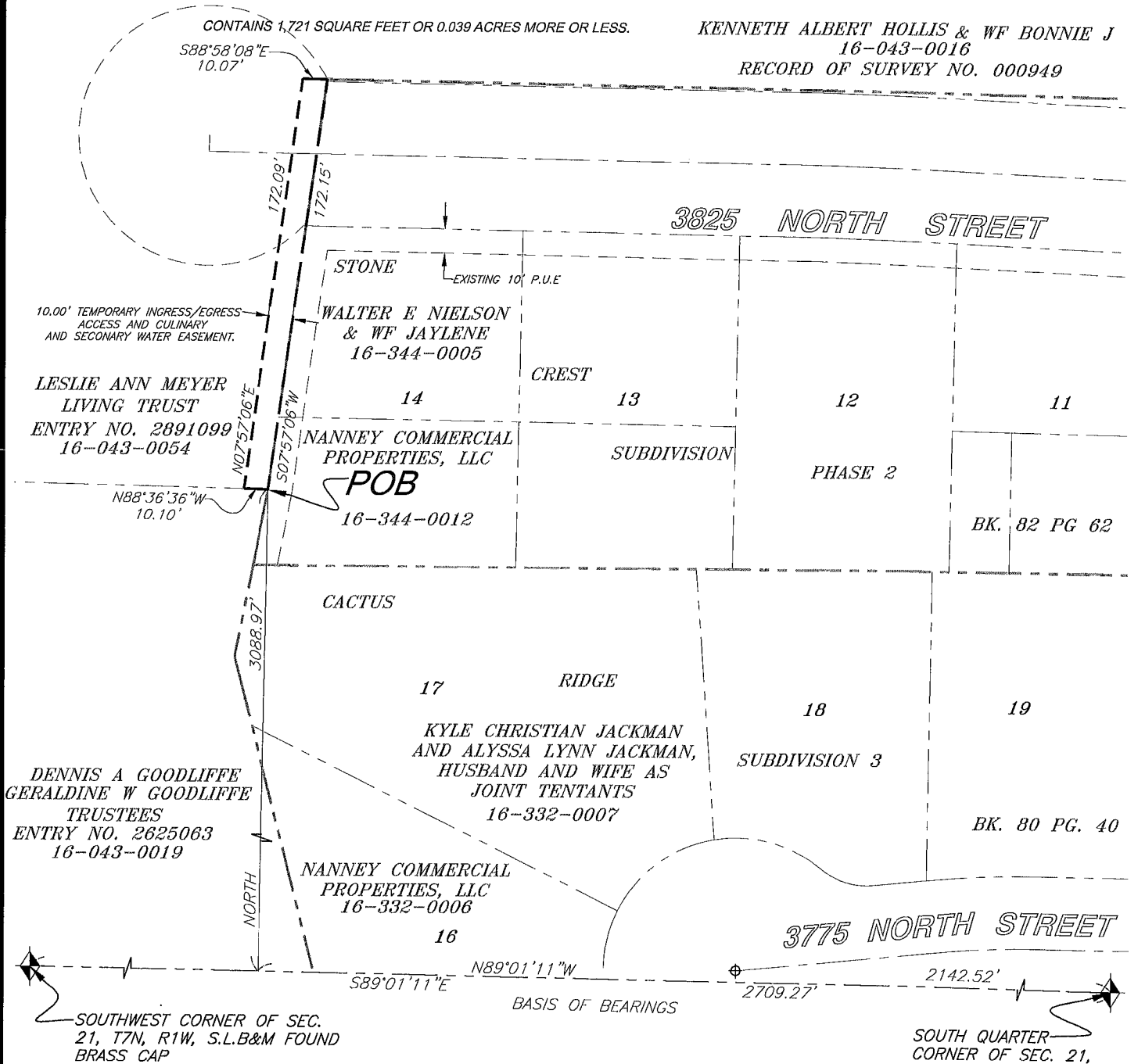
BEGINNING AT THE POINT OF INTERSECTION IN THE WEST LINE OF STONE CREST SUBDIVISION PHASE 2 AS RECORDED IN BOOK 82 AT PAGE 62 IN THE WEBER COUNTY RECORDER'S OFFICE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF THAT PARCEL RECORDED IN ENTRY NO. 2625063 IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT IS NORTH 89°01'11" WEST 2,142.52 FEET ALONG THE SOUTH LINE OF SAID SECTION 21, AND NORTH 3,088.97 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21; RUNNING THENCE NORTH 88°36'36" WEST 10.10 FEET ALONG THE NORTH LINE OF SAID PARCEL AS RECORDED IN ENTRY NO. 2625063; THENCE NORTH 07°57'06" EAST 172.09 FEET PARALLEL TO THE WEST LINE OF SAID STONE CREST SUBDIVISION PHASE 2; THENCE SOUTH 88°58'08" EAST 10.07 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 07°57'06" WEST 172.15 FEET ALONG SAID WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINS 1,721 SQUARE FEET OR 0.039 ACRES MORE OR LESS.

KENNETH ALBERT HOLLIS & WF BONNIE J
16-043-0016
RECORD OF SURVEY NO. 000949

E# 2955992 PG 9 OF 11

SCALE: 1" = 60'



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Mountain View
Irrigation &
Rick Woodward

EXHIBIT A
TEMPORARY INGRESS/EGRESS
ACCESS AND CULINARY AND
SECONDARY WATER
EASEMENT

SHEET:
1
OF 1 SHEETS

EXHIBIT "C"
LEGAL DESCRIPTION OF THE
TEMPORARY EASEMENT ESTATE
A PORTION OF WHICH IS THE FEE ESTATE OF
"GRANTOR"

EXHIBIT "C"

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE POINT OF INTERSECTION IN THE WEST LINE OF STONE CREST SUBDIVISION PHASE 2 AS RECORDED IN BOOK 82 AT PAGE 62 IN THE WEBER COUNTY RECORDER'S OFFICE, WHICH POINT IS ALSO THE NORTHEAST CORNER OF THAT PARCEL RECORDED IN ENTRY NO. 2625063 IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT IS NORTH 89°01'11" WEST 2,142.52 FEET ALONG THE SOUTH LINE OF SAID SECTION 21, AND NORTH 3,088.97 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21; RUNNING THENCE NORTH 88°36'36" WEST 20.00 FEET ALONG THE NORTH LINE OF SAID PARCEL AS RECORDED IN ENTRY NO. 2625063; THENCE NORTH 07°57'06" EAST 172.09 FEET PARALLEL TO THE WEST LINE OF SAID STONE CREST SUBDIVISION PHASE 2; THENCE SOUTH 88°58'08" EAST 20.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 07°57'06" WEST 172.15 FEET ALONG SAID WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.