

4, was. front End. Park A

WHEN RECORDED MAIL TO:

South Davis County Sewer Improvement District
P.O. Box 4000
Bountiful, UT 84011-4000

E 1765993 B 3074 P 1328
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 JUN 28 2:44 PM FEE .00 DEP MT
REC'D FOR ASSOCIATED TITLE COMPANY

330904

Space above for County Recorder's use
PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT
UT

Construction, Inc., a Utah corporation, with a principal business address of 139 East South Temple, Suite 310, Salt Lake City, Utah 84111, Grantor, of Salt Lake County, State of Utah, does hereby convey and warrant against all those claiming by, through or under Grantor, to SOUTH DAVIS COUNTY SEWER IMPROVEMENT DISTRICT ("District"), an improvement district and political subdivision of the State of Utah with its principal business address at 1800 West 1200 North, West Bountiful, Utah 84087, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an exclusive, perpetual right-of-way and easement fifteen (15) feet in width to construct, install, maintain, operate, repair, inspect, protect, remove and replace one (1) underground sanitary sewer main collection line and manholes, service lines, telemetering wires and cables and all other facilities, accessories and appurtenances used by South Davis County Sewer Improvement District in connection with its underground sanitary sewer main collection line and any wires, conduits and other materials located within the sanitary sewer main collection line (hereinafter collectively called "Facilities") through and across the following-described land and premises (the "Easement Area") situated in the County of Davis, State of Utah, to-wit:

See attached Exhibit "A," which is incorporated herein by this reference.

Together with a temporary construction easement twenty (20) feet in width lying immediately adjacent to and east of the fifteen (15) foot perpetual easement described above and depicted in attached Exhibit "A."

TO HAVE AND TO HOLD the same unto said South Davis County Sewer Improvement District, its successors and assigns, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the Facilities.

This Easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements:

1. Promptly after construction of any Facilities and promptly after any repair or maintenance activity that requires disturbance of the surface or any allowed improvements or landscaping including irrigation systems, located within the Easement Area or within the temporary construction easement area, Grantee shall restore, at its sole cost and expense, the disturbed portion of the Easement Area or of the temporary construction easement area, as near as reasonably possible, to its condition prior to the disturbance. Reseeding will be required only in native vegetation areas where the vegetation cannot reasonably be expected to restore itself without reseeding.

2. Grantor shall have the right to use the Easement Area, except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee under this Easement or violate any requirement or restriction of this Easement. Grantor shall not use any portion of the Easement Area for wetlands mitigation nor build or construct, nor in any way permit to be built, installed or constructed, any building, footings or any utilities or other improvements in, over, under or across the Easement Area, nor change its contour without the prior written consent of Grantee, provided, however, that Grantor may add up to five (5) feet of fill material across all or a portion of the Easement Area (with prior notice to Grantee to enable coordination of the raising of the manholes and subject to such reasonable requirements as may be imposed by Grantee) and further provided that Grantor shall not be prohibited from building or constructing, or permitting to be built or constructed, the following items, so long as said improvements do not damage the Facilities or interfere with any of the rights of the Grantee under this Easement: curb and gutter, sidewalks, pavement, driveways, fences, signs (excluding billboards), area lighting, flagpoles, and landscaping provided that deep-rooted plants shall not be located within five (5) horizontal feet of the center of any pipeline of Grantee and no landscaping rocks shall be located closer than ten (10) horizontal feet from the center of Grantee's pipeline.

3. Neither the Grantor nor any other persons shall have recourse whatsoever against the Grantee in the event any structure or improvement not permitted under paragraph 2, or any portion thereof, must be removed and/or relocated in order to maintain, repair, operate or replace any of the Facilities located within the Easement Area and Grantee shall not be liable for any damage to such structures or improvements resulting from maintenance, repair, operation or replacement activities.

4. Facilities installed by the District shall be located at the centerline of the Easement area. Grantee, thirty (30) days prior to installing or constructing any Facilities, shall provide to Grantor at the address provided above in the first paragraph of this Easement or at such other address as may be designated in writing by Grantor to Grantee, notice of Grantee's intention to commence work. Notwithstanding anything to the contrary in this Easement, the above thirty (30) day notice requirement shall apply only to new construction and pipeline replacement and not to maintenance activities or work necessitated by an emergency as reasonably determined by the Grantee. The thirty (30) day notice requirement may be waived, in writing, by the affected parties.

5. The perpetual grant and easement set forth above in this document, and the obligations and benefits provided herein, shall at all times be deemed to be and shall be continuing covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee. References in this Easement to "Grantor" and to "Grantee" shall include their respective successors and assigns.

6. This Easement is being entered into as a consequence of the Legacy Parkway highway project undertaken by the Utah Department of Transportation ("UDOT"). As part of the Legacy Parkway project, the Grantee expects to enter into an agreement entitled "Legacy Parkway Utility and Third Party Work Agreement" with UDOT (the "Utility Agreement"). Should the Grantee and UDOT fail to enter into the Utility Agreement or should the Utility Agreement be terminated by either UDOT or Grantee, the Grantee shall have the right and option, but not the obligation, to terminate this Easement, in which event this Easement shall be null and void between Grantor and Grantee except for obligations having accrued prior to the effective date of the termination and Grantor's obligation immediately to return to Grantee all consideration paid for this Easement. The termination shall be accomplished by Grantee recording a notice to that effect in the official records of the Recorder of Davis County, Utah, with a copy to be delivered to Grantor. After Grantee records the notice of termination and Grantor returns the consideration paid by Grantor, this Easement shall be inoperative and Grantee shall not thereafter have any rights, duties or obligations under this Easement. Once Grantee's Facilities, or a portion thereof, have been installed in the Easement Area, Grantee shall record a notice in the office of the Recorder of Davis County, Utah, with a copy to be delivered to Grantor, waiving Grantee's right to terminate the Easement, after which this paragraph shall be inoperative and Grantee shall no longer have a unilateral right to terminate its rights, duties and obligations under this Easement.

7. It is hereby understood that any parties securing this Easement on behalf of Grantees are without authority to make any representations, covenants or agreements not herein expressed.

8. This Easement is granted by Grantor and accepted by Grantee subject to all the foregoing terms and conditions, and each party agrees to fully comply with, perform, and carry out the same on its part.

WITNESS the execution hereof this 27th day of JUNE, 2002.

GRANTOR:

CONSTRUCTION, INC.,
a Utah corporation

By: Christopher J. Robinson
Its President

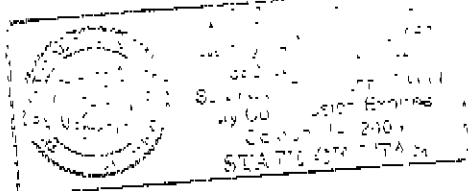
GRANTEE:

SOUTH DAVIS COUNTY SEWER
IMPROVEMENT DISTRICT

By: Mark L Payne
Its Chairman

STATE OF UTAH)
)
 : ss.
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 27 day of June, 2002, by Christopher F. Roberson, the President of CONSTRUCTION, INC., a Utah corporation.

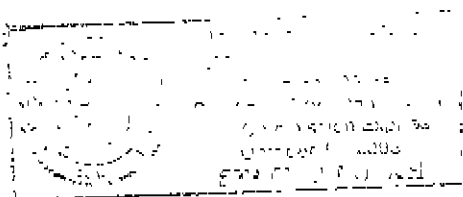


Notary Public:

[Signature]

STATE OF UTAH)
)
 : ss.
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this 27th day of June, 2002, by Charles L. Payne, the Chairman of South Davis County Sewer Improvement District.



Notary Public:

[Signature]

EXHIBIT A**15 FOOT WIDE EASEMENT ACROSS A TRACT OF LAND IDENTIFIED BY
TAX SERIAL NO. 01-092-0008**

A perpetual easement, upon part of an entire tract of property, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, T 1N., R. 1W., S.L.B. & M., in Davis County, Utah.

Said part of an entire tract is a strip of land 4.572 m (15.0 ft) wide, adjoining the easterly right of way line of highway Project No. 0067. The boundaries of said strip of land are described as follows:

BEGINNING at a point on the south line of Lot 4, Wasatch Front Industrial Park, Plat "A", and the east right-of-way line of Utah Department of Transportation Project No. 0067, otherwise known as the Legacy Parkway, said point being 249.083 meters (817.20 feet) North 89°45'51" West along the south line of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian to said east right-of-way line and 152.657 meters (500.84 feet) North 03°14'14" West from the Davis County monument found marking the South Quarter Corner of said Section 3, and thence North 03°14'14" West 152.657 meters (500.84 feet) along said right-of-way line to the north line of said Lot 4; thence South 89°45'51" East 4.580 meters (15.03 feet) to a point 4.572 meters (15.00 feet) perpendicularly distant easterly of said right-of-way line; thence South 03°14'14" East 152.657 meters (500.84 feet) to said south line of Lot 4; thence along said south line North 89°45'51" West 4.580 meters (15.03 feet) to the **POINT OF BEGINNING**. Said easement encompasses 7,510 square feet or 0.17 acres, more or less.

(Note: Rotate above bearings 0° 04' 32" clockwise to equal highway bearings.)

