

08-323-0139
08-057-0040, 0054, 0060
08-417-0130
08-400-0243

08-473-0003
08-324-0138
08-580-0128, 0129
08-353-0137

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/07/2020 09:58 AM
FEE \$0.00 Pgs: 6
DEPT REC'D FOR FARMINGTON CITY C
GRP

WHEN RECORDED MAIL TO:
Weber Basin Water District
2837 E Highway 193
Layton, UT 84040

PARCEL ID # _____
POMA # _____

EXCLUSIVE PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

Farmington City, a municipal corporation of the State of Utah, Grantor[s], hereby grant[s] and convey[s], to the WEBER BASIN WATER DISTRICT, a special district organized under the laws of the State of Utah, Grantee, for the sum of ten dollars and other valuable consideration, a perpetual exclusive right-of-way and easement to locate, survey a route, conduct environmental and cultural surveys, construct, entrench, maintain, protect, inspect, operate, maintain, repair, replace and enlarge a water pipeline and associated communication lines and water system facilities and equipment (collectively referred to as the "Pipeline") over, under and through land situated in Davis County, State of Utah, more particularly described as follows:

See Exhibit "1"

hereinafter the "Easement Property." This right-of-way and easement shall carry with it the right of vehicular and pedestrian ingress and egress to and from, and access on and along the Easement Property, with the right to use existing and future roads and trails, for the purposes of constructing, inspecting, repairing, protecting and maintaining the Pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of the Pipeline with either like or different sized facilities.

This Agreement and the easement and right-of-way granted hereby are subject to the following terms and conditions:

1. Grantee may place in the Easement Property such air vents and valves, water vents, blow-offs, other valves, cathodic protection facilities and other structures it deems necessary for the normal operation and maintenance of the Pipeline.
2. Following the completion of any construction, repair or replacement of the Pipeline, Grantor's land shall be returned to a reasonable condition taking into account the nature of Grantee's use of the Easement Property and the restrictions and limitations placed on Grantor's use of the Easement Property by this Agreement. Should construction of the Pipeline precede Grantor's construction of the planned public street, or any of the side treatments of the street, Grantee agrees to cooperate in the restoration of the property to facilitate future construction of such improvements.
3. Grantor hereby reserves its own and other uses of the Easement Property, provided that such uses shall not interfere with the Pipeline or the other purposes for which this easement and right-of-way are granted. In allowing other uses of the Easement Property, Grantor shall comply with such safety and encroachment specifications as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations. In addition, Grantor agrees:

a. crossing utilities shall maintain a vertical offset of not less than an 18 inches from the outside wall of the Pipeline, with the exception of those specific utilities listed in Exhibit 2 to this Easement which is attached hereto and incorporated herein by reference. The Parties expressly acknowledge their understanding that the surface of the easement area will support a public street and related facilities and improvements.

b. angles of crossing utilities shall be 90 degrees in relation to the Pipeline whenever practicable, and not less than 60 degrees, unless otherwise approved in writing by Grantee;

c. except as to Grantor's new storm drain, existing utilities, and those specific utilities listed in Exhibit 2 to this Easement, parallel utilities shall maintain a horizontal offset of not less than 20 feet from the centerline of the Pipeline; and

d. Grantor shall notify Grantee of the grant of easements, licenses or rights-of-way within the Easement Property as specifically allowed by Agreement of the Grantor and Grantee and shall require the holders of such easements, licenses or rights-of-way to consult and cooperate with Grantee in the location, maintenance and operation of their facilities.

4. Grantor further agrees that:

a. Grantor shall not build, install, allow or otherwise place upon the Easement Property within forty five feet of the centerline of the Pipeline (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive Grantee's use of the easement and right-of-way granted under this Agreement. Upon demand of Grantee, Grantor shall remove any prohibited structure immediately from the Easement Property.

b. Grantor shall not plant trees within the Easement Property within twenty five feet of the centerline of the Pipeline, and shall not plant shrubs with root zones that would contact or interfere with the Pipeline;

c. Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, fencing of a type approved by Grantee, or other similar non-permanent improvements, but only upon the prior written consent of Grantee, which consent may not be unreasonably withheld, and upon such terms as Grantee may reasonably require.

5. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

6. This Agreement anticipates use of the Easement Property by Grantee for the Pipeline and for services it deems appropriate for the installation and operation of the Pipeline. In addition, Grantee is hereby given the right to use the Easement Property for additional water pipelines, utility lines, communications lines, and similar uses that do not materially increase the burden on Grantor's remaining property.

7. Grantee may at any time permanently abandon this easement and right-of-way and at its discretion may remove or abandon in place improvements constructed thereon. Upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this easement and right-of-way and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

8. This Agreement may be amended only by written instrument executed by all parties.

9. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

10. This Agreement, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

11. By accepting and recording this Agreement, Grantee agrees to be bound by its terms.

Executed this 14 day of April, 2020.



GRANTOR:

FARMINGTON CITY

By *[Handwritten Signature]*
Its *[Handwritten Signature]*

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the date first above written personally appeared before me H. James Talbot who, being by me duly sworn, did acknowledge that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, that the within and foregoing instrument was signed in behalf of Farmington City by authority of a resolution adopted at a regular meeting of the Farmington City Council held on the 14 of April 2020, and that Farmington City, a municipal corporation, executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Handwritten Signature]
Notary Public

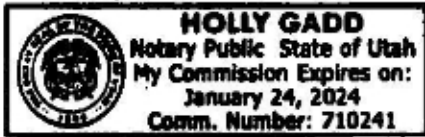


Exhibit "1"

A part of the Northeast Quarter of Section 15 and Northwest Quarter of Section 14 of T.3N., R.1W. SLB&M, Farmington City, Utah. Being more particularly described as follows:

Beginning at the northwest corner of Hunters Creek Subdivision No. 1 on the south right of way line of 950 North Street said point being N.00°03'56"W. 490.50 feet along the east line of said Section 15 and N.89°46'49"W. 105.17 feet from the East ¼ Corner of said Section 15; thence S.89°46'49"E. 652.79 feet along said south right of way line of 950 North Street to the east line of 1875 West Street; thence N.00°13'11"E. 80.00 feet to the north right of way line of 950 North Street; thence N.89°46'49"W. 2048.31 feet along said north right of way line of 950 North Street to a point on the east line of Parkwood Subdivision; thence S.00°09'03"E. (record S.00°06'47"E.) 22.53 feet along said east line of Parkwood Subdivision to the south line of Parkwood Subdivision; thence S.89°38'06"W. (record S.89°40'22"W.) 198.56 feet along said south line of Parkwood Subdivision to the west boundary line of Farmington City; thence S.00°16'01"W. 41.45 feet to the south right of way line of 950 North Street; thence S.89°46'49"E. 1593.95 feet along said south right of way line of 950 North Street; thence S.00°13'11"W. 14.00 feet to the point of beginning.

Containing 3.51 acres more or less.

Exhibit "2"

1. City culinary water
2. City storm drainage
3. Central Davis sewer

Exhibit C

1. City culinary water
2. City storm drainage
3. Central Davis sewer
4. Other public utilities