

24

**WHEN RECORDED RETURN TO:**  
Bear River Water Conservancy District  
c/o James E. Karkut  
PARSONS BEHLE & LATIMER  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84145-0898

082361 ✓ Bk 0610 Pg 0634  
LuAnn Adams, Box Elder County Recorder  
12/01/1995 8:52am FEE: 24.00 Dep:LA  
Rec'd For: HILLAM ABST & INS AGENCY INC

06-053-0025 ✓

**GRANT OF EASEMENT**

This GRANT OF EASEMENT is made this 25<sup>th</sup> day of November, 1995, by and between Don F. Carlile, Trustee and Lenis C. Carlile, Trustee, of the Don F. Carlile Family Trust, dated June 10, 1987 (hereinafter referred to as "Grantors") and the Bear River Water Conservancy District, a water conservancy district organized and existing under the laws of the State of Utah (hereinafter referred to as "Grantee").

The following recitals of fact are made a material part of this instrument:

A. Grantors are the owners of a tract of land situated in Box Elder County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").

B. Grantee is in the process of developing a water system to serve customers of the Grantee. To facilitate the development and use of this system, Grantee has requested Grantors to grant the easement provided herein.

C. Grantors wish to grant and Grantee wishes to receive an easement in, over, under, and across Parcel A to benefit the development and use of Grantees' water system.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants are made:

1. Grant of Permanent Easement. Grantors hereby grant and convey to Grantee, its heirs, successors, and assigns, a permanent easement and right-of-way (hereinafter referred to as the "Easement") twenty five (25) feet in width in, over, under, and across Parcel A for the construction, installation, operation, maintenance, repair or replacement of an underground pipeline and appurtenant facilities (hereinafter referred to as the "utilities"). The legal description of the Easement is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

2. Grant of Temporary Construction Easement. Grantors also hereby grant and convey to Grantee a temporary construction easement thirty-five (35) feet in width in, over, under, and across Parcel A to facilitate construction and installation of the utilities in the Easement. The legal description of the temporary construction easement is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The temporary construction easement shall terminate upon completion of construction and installation of the utilities in the Easement without the requirement of a recordable release.

3. Immediate Occupancy. Grantors hereby grant to Grantee the right of immediate occupancy of the temporary construction easement to begin construction and installation of the utilities in the Easement.

4. No Permanent Structure. Grantors shall not place any permanent structure on the Easement described herein or otherwise restrict or interfere with Grantee's ingress to, egress from, and use of the Easement.

5. Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the Easement.

6. Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings.

7. Post-Construction Maintenance. After construction and installation of utilities, whenever Grantee determines that maintenance, repair, or replacement of the utilities is appropriate or necessary, Grantee shall have ingress and egress for such activities and shall reasonably restore disturbed land in the Easement to its prior condition following such activities.

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, representatives, and employees of Grantors and Grantee.

9. Warranty of Title. Grantors warrant that Grantors have good title to Parcel A and Grantors have the right and authority to grant the Easement and temporary construction easement.

10. Entire Agreement. The grants, agreements, and covenants herein contained shall constitute the entire agreement between Grantors and Grantee and supersedes any prior understanding or representation of any kind preceding the date of this instrument.

11. Miscellaneous. This Grant of Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. If either party must institute legal action to enforce its rights hereunder, said party shall be entitled to recover reasonable attorneys' fees.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Grant of Easement to be executed and effective on the date indicated above.

GRANTORS:

Don F. Carlile  
Don F. Carlile, Trustee of the Don F. Carlile Family Trust, dated June 10, 1987

Lenis C. Carlile  
Lenis C. Carlile, Trustee of the Don F. Carlile Family Trust, dated June 10, 1987

GRANTEE:

BEAR RIVER WATER CONSERVANCY DISTRICT

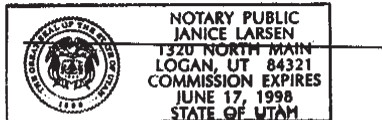
By Frank O. Nishigucht  
Frank O. Nishigucht, General Manager

STATE OF UTAH )  
                  ) :ss.  
COUNTY OF Cache )  
                  ) ~~BOX ELDER~~

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of November, 1995 by Don F. Carlile in his capacity as Trustee of the Don F. Carlile Family Trust, dated June 10, 1987.

Janice Larsen  
NOTARY PUBLIC  
Residing at: Logan, Cache, Utah

My Commission Expires:

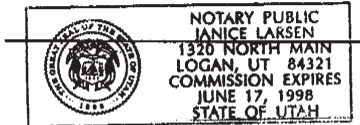


STATE OF UTAH )  
 )  
 ) *Cache* :ss.  
 ) COUNTY OF ~~BOX ELDER~~ )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1995 by Lenis C. Carlile in her capacity as Trustee of the Don F. Carlile Family Trust, dated June 10, 1987.

*Janice Larsen*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: *Logan, Cache, Utah*

My Commission Expires:



STATE OF UTAH )  
 )  
 ) : ss.  
 ) COUNTY OF BOX ELDER )

The foregoing instrument was acknowledged before me this 27 day of November, 1995 by Frank O. Nishiguchi, the General Manager of Bear Water Conservancy District.

*Robert Lee Allen*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
A rectangular notary seal stamp for Robert Lee Allen. It includes the text: Notary Public, ROBERT LEE ALLEN, 13225 North E.G. Road, Garland, Utah 84312, My Commission Expires April 1, 1999, State of Utah. To the left of the text is a circular emblem with a star and the words 'NOTARY PUBLIC STATE OF UTAH'.

My Commission Expires:

\_\_\_\_\_

OB2361 Bl 0610 Pg 0638

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL IDENTIFICATION: BOX ELDER COUNTY TAX ASSESSMENT # 06-053-0025

Beginning at a point 1184 feet South and 1105 feet East of the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M, West 200 feet, South 190 feet, East 120 feet, more or less, to the West side of the County Road, thence Northeasterly parallel to the County Road 196 feet to the beginning.

AREA: 1.04 ACRES M/L

082361 Bk 0610 Pg 0639

EXHIBIT B

EASEMENT DESCRIPTION

A 25 foot wide permanent utility easement over the Easterly 25 feet of the following: Beginning at a point 1184 feet South and 1105 feet East of the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M, West 200 feet, South 190 feet, East 120 feet, more or less, to the West side of the County Road, thence Northeasterly parallel to the County Road 196 feet to the beginning.

AREA: APPROX. 0.1 ACRES

082361 Blk 0610 Pg 0640

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A 35 foot wide temporary construction easement over the Easterly 35 feet of the following: Beginning at a point 1184 feet South and 1105 feet East of the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M, West 200 feet, South 190 feet, East 120 feet, more or less, to the West side of the County Road, thence Northeasterly parallel to the County Road 196 feet to the beginning.

AREA: APPROX. 0.1 ACRES