

AGREEMENT AND GRANT OF EASEMENT

SE-22-57-11
13-521-5053+0065

This AGREEMENT AND GRANT OF EASEMENT made this 24 day of February, 1992, by and between South Weber City, a municipality organized and existing under the laws of the State of Utah, its assigns and the following individual(s), hereinafter referred to as Grantors:

SMITH, WILLIAM E. AND ERMA P.

24 975297 BK 1501 PG 916
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 JUN 2 2:14 PM FEE .00 DEP DJW
REC'D FOR SOUTH WEBER CITY

RECITALS:

WHEREAS, South Weber City is in the process of developing and constructing a wastewater collection system (sewer) to serve the residents of South Weber City; and

WHEREAS, construction of the sewer system necessarily requires pipes being placed through various parcels of land within South Weber City; and

WHEREAS, Grantors own a parcel of land through which South Weber City's proposed sewer system will be constructed; and

WHEREAS, Grantors represent they are the owners of the parcel of land referred to herein located in Davis County, Utah and further described on Exhibit "1" hereto, and that Grantors are empowered to enter into this agreement; and

WHEREAS, Grantors consent to South Weber City's sewer system crossing their property and agree to grant South Weber City an easement to facilitate the crossing of Grantors' property to construct and maintain the sewer system under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Grant of Permanent Easement. Subject to the terms and conditions of this agreement, Grantors hereby grant and convey to South Weber City a 20-foot permanent easement and right-of-way for the installation, maintenance, repair or replacement of a sewer system pipeline through Grantors' property. A general description of Grantors' property

through which the easement shall run is contained in Exhibit "1" attached hereto. The centerline of the permanent easement along the course of the sewer pipeline is described in the attached Exhibit "2".

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2. **Grant of Temporary Construction Easement.** Subject to the terms and conditions of this agreement, Grantors also hereby grant and convey to South Weber City a 35-foot wide temporary construction easement to allow South Weber City to install the sewer system through Grantors' property. The temporary construction easement shall overlap the permanent easement and extend an additional 15.0 feet to the side of the permanent easement as shown on Exhibit "2" and run the entire length of the permanent easement as it crosses Grantors' property. The temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release.

3. **Immediate Occupancy.** Grantors hereby grant South Weber City immediate occupancy of the easement to begin construction of the sewer system.

4. **Temporary Access.** Grantors agree to allow South Weber City temporary access from the nearest public roadway to the easement, provided travel across Grantors' property would not adversely affect Grantors' property.

5. **Clearing and Grubbing.** Grantors agree to allow South Weber City to clear and grub the 35-foot temporary construction easement. It is agreed that tree stumps, roots and other debris will be removed from the property by South Weber City. South Weber City agrees to be totally responsible for disposing of all trees, stumps, roots and other debris removed from the Grantors' land unless Grantors' elect in writing to remove the debris themselves.

6. **No Permanent Structure.** Grantors agree not to place any permanent structure on the 20-foot permanent easement described herein and agree that South Weber City shall be

allowed to keep the easement clear of any trees and scrubs. It is agreed that South Weber City is not required to keep the easement clear of trees after installation but may do so if it chooses. Furthermore, South Weber City will not compensate Grantors for any removal of trees and scrubs within the easement in connection with maintenance, repair, and replacement of sewer pipeline.

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7. **Fencing and Livestock.** South Weber City agrees to be responsible for temporary fencing and for restoration of existing permanent fences damaged on Grantors' property during construction. Grantors agree to control all livestock during construction of the sewer system. Furthermore, Grantors agree to be responsible for any permanent fencing and control of livestock after construction is completed.

8. **Ground Restoration.** Upon completion of the sewer system pipeline, South Weber City shall backfill any trench and grade out the disturbed easement areas and return the area to the condition existing prior to construction, subject to the provisions of paragraph 6. South Weber City shall be responsible for a one year period after completion of the pipeline for any settlement of the trench and restore the trench area to a grade consistent with the existing surroundings.

9. **Post Construction Maintenance.** After construction and in the event repair, maintenance or replacement is needed on the sewer system, South Weber City agrees to reasonably restore fences and the disturbed land to their condition prior to the required repair, maintenance or replacement.

10. **Additional Consideration.** As additional consideration for the granting of the

easement described herein, in the event Grantors elect to subdivide, build or otherwise develop their property described in the attached Exhibit "1" at any time within ten (10) years of the date of this agreement, South Weber City agrees to waive the main line connection charge associated with developing the property and connecting the main line to the sewer system. However, individual residence or user fees to connect individual residences or users to the sewer system are not waived. Grantors will be responsible for paying all expenses, costs and fees (whether in the form of permits, construction costs, or any other expenses) incurred or associated with connecting the main line to the sewer system, the main line connection charge only being waived. This waiver shall not be construed to waive any of the applicable regulations, codes, laws or ordinances associated with the building or developing of property in South Weber City.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

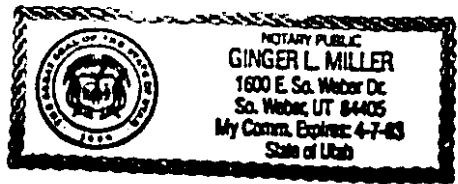
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SOUTH WEBER CITY
 By: *Rex Bouchard*
 Mayor

GRANTORS:
Emma P Smith
William E Smith

STATE OF UTAH)
) : ss.
 COUNTY OF DAVIS)

On the 24 day of February, 1992, personally appeared before me Rex Bouchard, who being sworn by me did say that he is the Mayor of South Weber City, and acknowledged before me that he executed the foregoing on behalf of South Weber City.

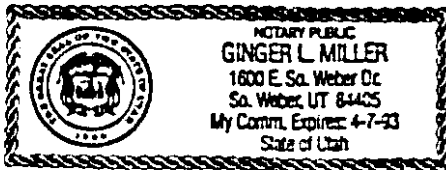


Ginger L Miller
 NOTARY PUBLIC

STATE OF UTAH)
)
) ss.
COUNTY OF DAVIS)

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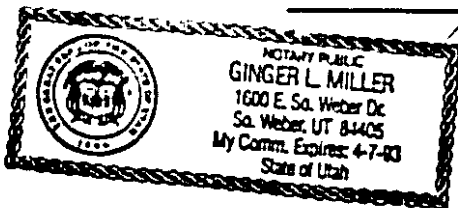
On the 24 day of February, 1992, personally appeared before me
William B. Smith, the signer(s) of the above instrument, who
duly acknowledged to me that he executed the same.



Ginger L. Miller
NOTARY PUBLIC

STATE OF UTAH)
)
) ss.
COUNTY OF DAVIS)

On the 24 day of February, 1992, personally appeared before me
William B. Smith, the signer(s) if the above instrument, who duly
acknowledged to me that he executed the same.



Ginger L. Miller
NOTARY PUBLIC

EXHIBIT "1"

Parcel 1

#: 975297 BK 1501 PG 921

BEG AT A PT 700.3 FT W & N 5°46'30" W 350.10 FT & N 83°52'30" W 322.36 FT & S 0°33'30" E 174.82 FT FR SE COR SEC 28 T5N-R1W; SLM; TH 0°33'30" E 174.82 FT TH N 83°52'30" W 254.02 FT; TH N 174.81 FT; TH S 83°52'30" E 252.62 FT TO POB. CONT. 1.00 ACRES TOGETHER WITH R/W DESC IN 368-436

Parcel 2

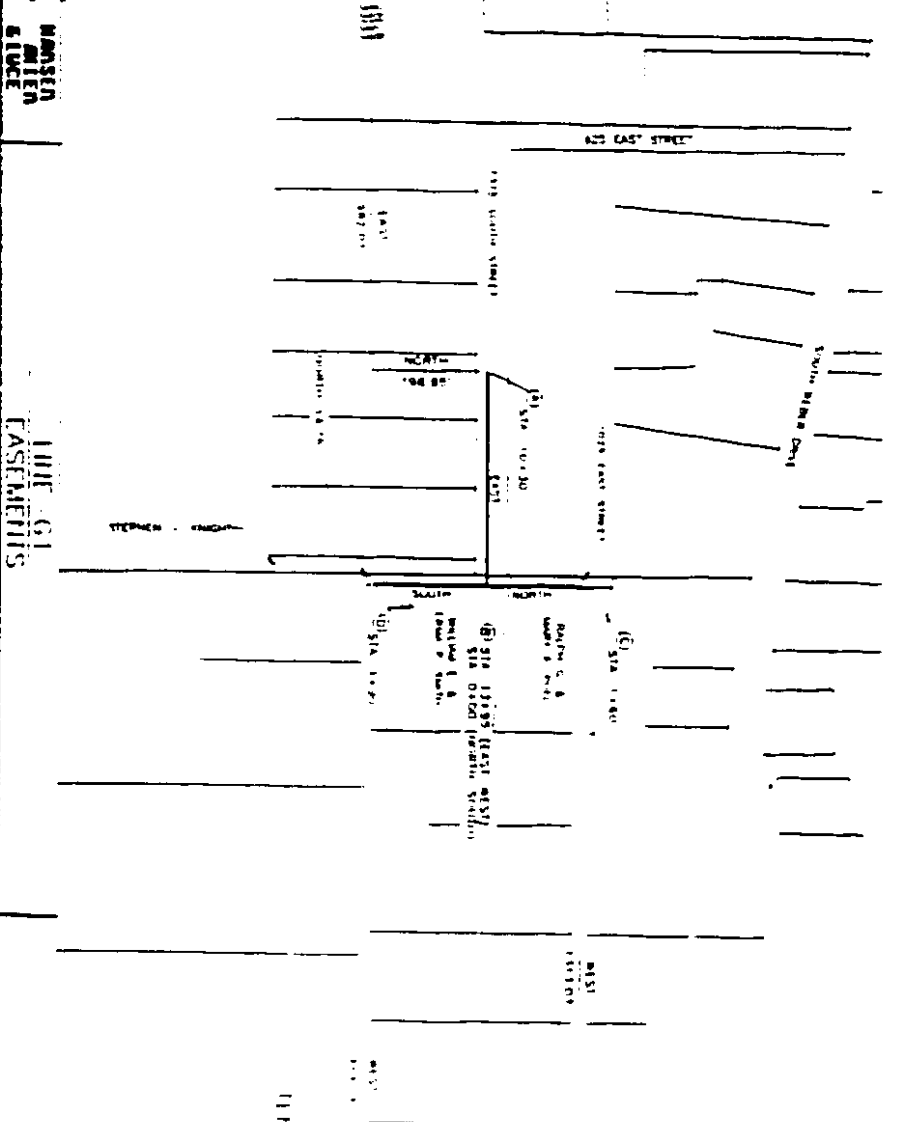
BEG AT A PT 700.3 FT W & N 5°46'30" W 350.1 FT & N 83°52'30" W 573.05 FT & S 174.81 FT FR THE SE COR OF SEC 28-5N-1W; SLM; & RUN TH S 174.81 FT; TH N 83°52'30" W 12.45 FT; TH N 174.81 FT; TH S 83°52'30" E 12.45 FT TO THE POB. CONT. 0.05 ACRES OUT OF 13-021-0003

WILLIAM E & ERMA P SMITH 13:021:0053; 13:021:0065

SOUTH WEBER CITY

SANITARY SEWER SYSTEM

EASEMENT PLAN



REMARKS (EASTWARD) DESCRIPTION:

ALL THIS EYA. PROPERTY SITUATED IN DAVIS COUNTY BEING IN THE SOUTH QUARTER OF SECTION 28 TOWNSHIP 5 NORTH RANGE 10 WEST SAID LOT 1 BASE AND MEASUREMENT BEING LEVEL PARTICULARS DESCRIBED AS FOLLOWS:

A 20 FOOT WIDE EASEMENT EASTWARD 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES

Beginning at a Point 188.85 FEET NORTH AND 89.2 FEET EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION 28 TOWNSHIP 5 NORTH RANGE 10 WEST SAID POINT BEING AT THE INTERSECTION OF A STATE HIGHWAY AND STATE HIGHWAY 7175 SOUTH STREET, SOUTH WEBER CITY, IOWA; EAST, CONTINUING ALONG 7175 SOUTH STREET, 345.00 FEET, TO CONSTRUCTION STATION 13+93 ON 1025 EAST STREET; THENCE NORTH, CONTINUING ALONG 1025 EAST STREET, 100.00 FEET ALONG ON 1535 FEET NORTH CORNER AND THEN TERMINATING SAID CORNER ALSO BEING 1535 FEET NORTH AND 1313.03 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 28

ALSO BEGINNING AT THE SAID CONSTRUCTION STATION 13+93 ON THE 1025 EAST STREET AND CONTINUING SOUTH 190.00 FEET, ALONG 1025 EAST STREET ON 1535 TO A STATE HIGHWAY AND THEN TERMINATING SAID CORNER ALSO BEING NORTH 19.75 FEET AND WEST 113.03 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 28

BASES OF BEARING IS THE DAVIS COUNTY CORNER SYSTEM

PROPERTY CONSTRUCTION EASEMENTS

STATION TO STATION	FEET	BEARING
(A) 1	100.00	250° 00' 00"
(B) 10	100.00	250° 00' 00"
(C) 10	250.00	000° 00' 00"

NOTE: ALL CONSTRUCTION EASEMENTS SHOWN ABOVE ARE BASED UPON THE PROPERTY CORNER SYSTEM OF THE DAVIS COUNTY CORNER SYSTEM.

LEGEND

CONCRETE	_____
STEEL	_____
WOOD	_____
IRON	_____
STEEL	_____