



W2884736

When Recorded Return To:
Roy Water Conservancy District
5440 Freeway Park Drive
Riverdale, Utah 84405

EH 2884736 PG 1 OF 7
LEANN H KILTS, WEBER COUNTY RECORDER
18-OCT-17 1017 AM FEE \$1.00 DEP DC
REC FOR: HOOPER WATER IMPROV

(Above Space for Recorder's Use Only)

GRANT OF EASEMENT

HOOPER WATER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah ("Grantor"), for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, convey and grant to **ROY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah ("Grantee"), and its successors-in-interest and assigns, a perpetual, non-exclusive utility easement and right-of-way (the "Easement"), twenty-feet (20') in width, over, under, across and through that certain real property owned by Grantor more particularly described in EXHIBIT "A" hereto (the "Grantor Property"), to be utilized by Grantee for access, including ingress and egress to, and the construction, installation, use, operation, inspection, maintenance, repair and replacement of a secondary irrigation water main pipeline and related conduits, equipment and facilities (the "Pipeline Facilities"). That portion of the Grantor Property burdened by the Easement is more particularly described in EXHIBIT "B" and depicted in EXHIBIT "B-1" (the "Easement Corridor"), subject to the provisions of Section 1 herein.

TERMS AND CONDITIONS

1. Grantor and Grantee hereby expressly acknowledge that at the time the Pipeline Facilities are to be constructed and installed by Grantee, it may be in the interest of Grantor and/or Grantee to relocate the Pipeline Facilities within the Grantor Property to a location other than the Easement Corridor as defined herein; provided, notwithstanding anything herein to the contrary, that such relocated Easement Corridor does not exceed 20 feet in width and is located immediately adjacent to and abutting the exterior property line of the Grantor Property. If requested by either party, Grantor and Grantee shall cooperate with each other and in good faith determine the advisability of such a relocation. In the event it is determined that the Easement Corridor is to be relocated to a different location mutually agreeable to Grantor and Grantee, a new Grant of Easement in form and substance substantially similar to this Grant of Easement shall be prepared, executed and recorded to replace and supersede this Grant of Easement.

2. It is Grantee's standard policy to require, as a condition to providing secondary water service on property previously not served by Grantee, that the owner of the new property to be served dedicate to Grantee one or more shares of Davis & Weber Counties Canal Company ("D&WCCC") stock, in such amount as shall be determined by Grantee to be necessary in order to provide service to serve said property. Grantor owns two parcels within Grantee's service area, identified by Weber County as Parcel No. 09-073-0015 and Parcel No. 09-073-0036, previously not served by Grantee, as described and depicted in EXHIBIT "C" hereto (the "New Service Parcels"). Grantee has determined that in order for it to provide secondary water service to the New Service Parcels, the dedication and conveyance of one (1) share of D&WCCC stock would be required to be made by Grantor. As due and adequate consideration for the granting of the Easement to Grantee, Grantee hereby irrevocably waives the requirement that Grantor dedicate and convey any shares, with the understanding and agreement that Grantee will acquire or otherwise provide the D&WCCC shares necessary to facilitate service to the New Service Parcels.

3. Grantor hereby reserves the right to use the Easement Corridor for any use not inconsistent, or which would not otherwise unreasonably interfere with Grantee's permitted use of the Easement Corridor. Notwithstanding the foregoing, Grantor herein agrees for itself and for its successors or assigns, that the Easement Corridor shall be kept free from buildings or any other permanent structures or obstructions (except grass, and other landscaped areas, fences, sidewalks, roadways, pavement, curbs, or trees) that would unreasonably interfere with the Grantee's continued use of the Easement Corridor for the purposes stated herein. Notwithstanding the foregoing, Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction which may hereafter be situated within the Easement Corridor that may, in the Grantee's reasonable opinion, endanger, hinder or conflict with its easement rights and interests hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor within the Easement Corridor to the extent such damage arises out of or in connection with Grantee's use of the Easement Corridor consistent with its rights hereunder

4. Grantee shall promptly repair any damage to the Grantor's Property and any and all of Grantor's improvements, other than structures, which may be located thereon, caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same condition as existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents, ordinary wear and tear excepted. Grantee shall have no obligation to repair or restore any structures which may be placed by Grantor within the Easement Corridor.

5. At such time as Grantee needs to perform construction or maintenance work within the Easement Corridor in connection with the Easement, Grantee shall: (i) provide Grantor with at least two (2) days' prior written notice of such work, except in the event of an emergency when only the best possible notice shall be necessary; (ii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Corridor (there shall be no unreasonable interference or disruption to Grantor's use and occupancy of the Grantor Property lying outside the Easement Corridor); (iii) perform any and all such work at its sole cost and expense; and (iv) perform such work expediently and in an efficient and workmanlike manner.

6. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the Grantor Property; and as such, the terms, conditions, and provisions hereof shall extend to and be binding upon the successors and assigns of the Grantor hereto.

7. Each individual executing this Agreement on behalf of Grantor or Grantee hereby represents that the individual has the requisite authority to execute this Agreement on behalf of the party for which the individual is signing and that the said party has agreed to be and is bound hereby.

[SIGNATURES ON NEXT PAGE]

WITNESS THE HAND of Grantor this 17th day of October, 2017.

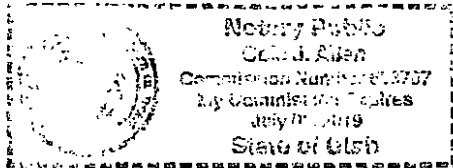
HOOPER WATER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah

By: Gary M. Kapp
Its: Chair of the Board of Trustees

STATE OF UTAH)
:SS
COUNTY OF WEBER)

This instrument was acknowledged before me on this 17th day of October, 2017, by Gary Kapp, as the Chair of the Board of Trustees of HOOPER WATER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah.

WITNESS my hand and official seal.



Chad Allen
Notary Public

GRANTEE hereby accepts the terms and conditions of this Grant of Easement and agrees to be and is hereby bound by the same.

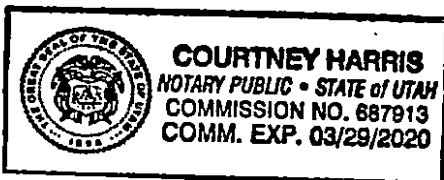
ROY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah

By: Tommy J. Smith
Its: Chair of the Board of Trustees

STATE OF UTAH)
:SS
COUNTY OF WEBER)

This instrument was acknowledged before me on this 11th day of October, 2017, by Tommy J. Smith, as the Chair of the Board of Trustees of ROY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah.

WITNESS my hand and official seal.



Courtney Harris
Notary Public

EXHIBIT A

(Legal Description of the Grantor's Property)

PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 11 AND IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE SECTION LINE AND SOUTH 34°21'00" WEST 2404.02 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE AND SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 581.78 FEET ALONG A 5696.65 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°51'05" (LONG CHORD BEARS SOUTH 31°25'28" WEST 581.52 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE 553.33 FEET ALONG SAID 5696.65 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°33'55" (LONG CHORD BEARS SOUTH 25°42'57" WEST 553.11 FEET); THENCE SOUTH 89°51'34" EAST 518.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OSL RAILWAY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 311.09 FEET ALONG A 8644.40 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°03'43" (LONG CHORD BEARS NORTH 18°19'42" EAST 311.08 FEET); THENCE NORTH 61°30'05" WEST 428.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY 30 FEET WIDE OVER THE WESTERLY PORTION THEREOF AND TOGETHER WITH A RIGHT OF WAY 30 FEET WIDE WHICH BEGINS AT THE INTERSECTION OF THE SOUTH LINE OF 4000 SOUTH STREET AND THE EAST LINE OF THE D&RGW RAILWAY RIGHT OF WAY AND RUNS SOUTHWESTERLY ADJOINING AND PARALLEL WITH THE EAST LINE OF SAID RAILROAD RIGHT OF WAY 3941.37 FEET TO GRANTORS SOUTH LINE.

CONTAINS 4.52 ACRES MORE OR LESS, TOTAL

EXHIBIT B

(Legal Description of Easement Corridor)

Secondary Water Easement

SAID EASEMENT BEING 20.00 FEET WIDE LOCATED IN THE WEST HALF OF SECTION 11 AND IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE SECTION LINE AND SOUTH 34°21'00" WEST 2404.02 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE AND SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 581.78 FEET ALONG A 5696.65 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°51'05" (LONG CHORD BEARS SOUTH 31°25'28" WEST 581.52 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE 553.33 FEET ALONG SAID 5696.65 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°33'55" (LONG CHORD BEARS SOUTH 25°42'57" WEST 553.11 FEET); THENCE SOUTH 89°51'34" EAST 518.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OSL RAILWAY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 20.94 FEET ALONG A 8644.40 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°08'20" (LONG CHORD BEARS NORTH 17°22'00" EAST 20.94 FEET); THENCE NORTH 89°51'34" WEST 494.54 FEET, THENCE NORTHEASTERLY 521.07 FEET ALONG SAID 5676.65 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°15'40" (LONG CHORD BEARS NORTH 25°52'05" EAST 521.07 FEET), THENCE NORTH 61°30'05" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.48 ACRES MORE OR LESS, as depicted on EXHIBIT "B-1".

EXHIBIT B-1

(Illustration for Exhibit B)

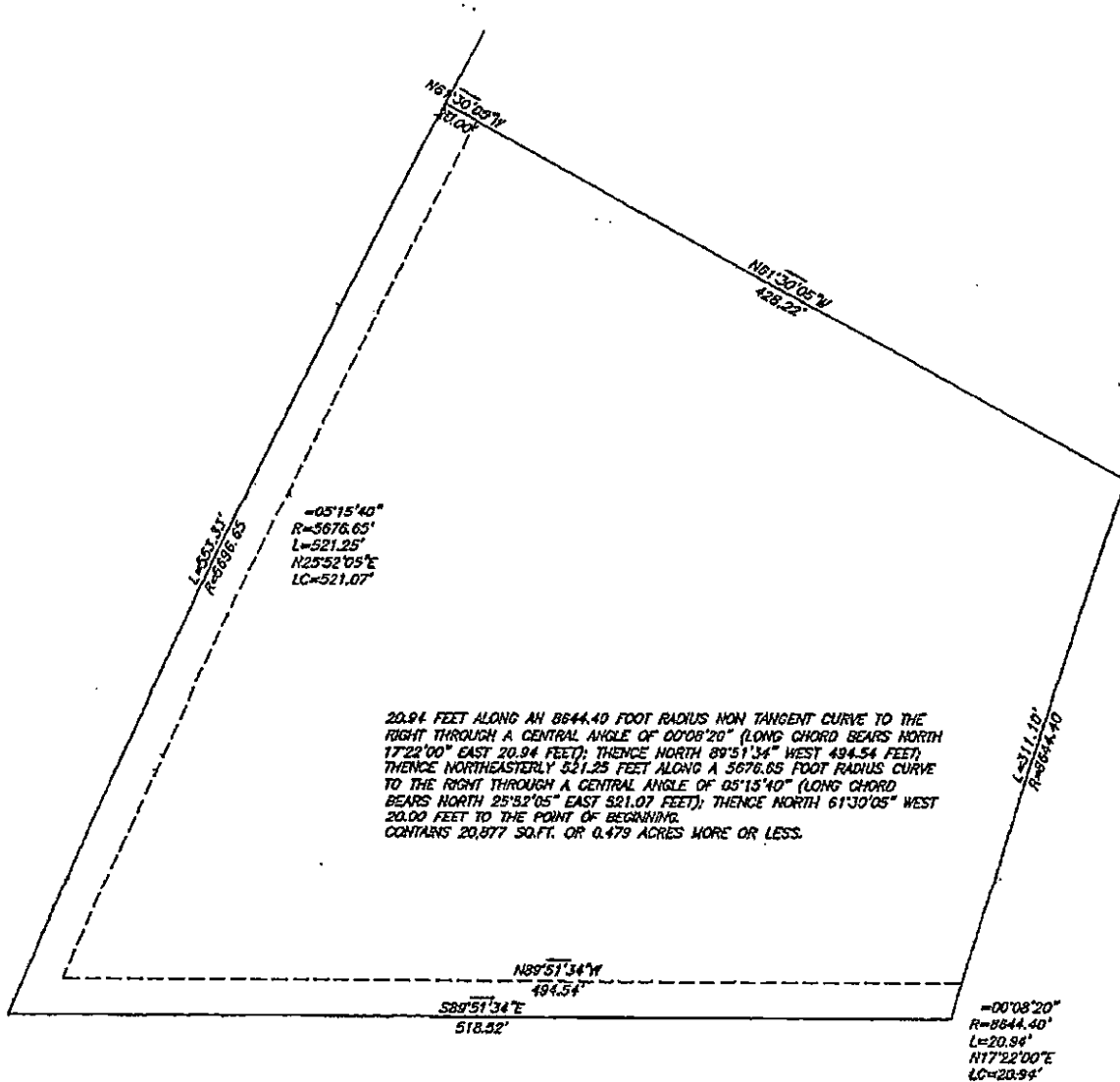


EXHIBIT C

(New Service Parcels)

