

RETURNED

JUN 18 1993

AGREEMENT AND GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 5th day of APRIL ^{NW 10 4N-1W}, 1993, by and between WEBER BASIN WATER CONSERVANCY DISTRICT, a conservancy district organized and existing under the laws of the State of Utah (hereinafter "Weber Basin"), and THE KIER CORPORATION, (hereinafter "Grantor").

RECITALS:

WHEREAS, Weber Basin owns and operates culinary and irrigation water facilities, including wells, reservoirs, pipelines, canals, pumping stations, power transmission lines and various other facilities related to the retention and transportation of water; and

WHEREAS, Weber Basin, in order to operate its pump station in Layton, Utah, must discharge some sediment laden water into the storm drain located on Fairfield Road;

WHEREAS, Grantors own a parcel of land, adjacent to Weber Basin's new pump station, through which this discharge pipeline must go; and

WHEREAS, Grantor agrees to grant Weber Basin an easement for this discharge pipeline 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 Weber Basin a permanent easement on the following described property:

Part of property 09-050-00)Beginning at a point South 0 deg 22' West 929.27 ft. along Section line from Northeast corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Thence S 89 deg 52'40" E 289.0 ft. to the Southwest corner of Weber Basin's property; thence N 0 deg 7'20" E 15 ft.; thence N 89 deg 52'40" W 289 ft.; thence S 0 deg 7'20" W 15 ft. to the point of beginning.

pt 09-050-003240042

2. Storm Drain Hookup. Weber Basin hereby grants to Grantor, the right to connect to Weber Basin's pipeline for storm water drainage from Grantor's property, of approximately 3.76 acres, at no cost to Weber Basin. The flowrate entering into the Weber Basin pipeline shall not exceed Layton City's restrictions of 0.2 cubic feet per second (cfs) per acre or approximately 0.75 cfs.

3. Successors and Assigns. This easement and restrictions shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties to this agreement.

E 1043314 B 1628 P 244
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 JUN 18 10:55 AM FEE 12.00 DEP MEC
REC'D FOR WEBER BASIN WATER CONS DIST

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

WEBER BASIN WATER CONSERVANCY DISTRICT

By [Signature]
Secretary/Manager

GRANTOR: [Signature]
KIER CORPORATION, A UTAH CORPORATION

STATE OF UTAH)
COUNTY OF DAVIS)

: ss.

E 1043314 B 1628 P 245

On the 16 day of June, 1993, personal appeared before me Juan W. Furr, who being duly sworn by me did say that he is Secretary/Manager of Weber Basin Water Conservancy District, and that he executed the foregoing on behalf of said District.

NOTARY PUBLIC
SHERIEA A. MOBLEY
2217 E. Highway 163
My Commission Expires: 06/04/93
STATE OF UTAH

[Signature]
NOTARY PUBLIC
Residing at: Layton, UT

On the 05 day of APRIL, 1992, personal appeared before me JAMES F KIER, who being duly sworn by me did say that he is the PRESIDENT of THE KIER CORPORATION, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said SECRETARY duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
LORI J. BURUSON
3710 O. Way Ave.
Ogden, Utah 84403
My Commission Expires
May 18, 1994
STATE OF UTAH
05/18/94

[Signature]
NOTARY PUBLIC
Residing at: OGDEN, UT