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PAGE 287

CALIFORNIA PAGE
DAVIS COUNTY RECORDER

NW-10-4N-1W

AGREEMENT AND GRANT OF EASEMENT

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This AGREEMENT AND GRANT OF EASEMENT made this 17th day of May 1991, 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 secondary water facilities, including wells, reservoirs, pipelines, canals, pumping stations and various other facilities related to the retention and transportation of water; and

WHEREAS, Weber Basin, in order to protect its new well located in Layton, Utah, from concentrated sources of chemical or biological pollution, needs a protection zone; and

WHEREAS, Grantor owns a parcel of land adjacent to Weber Basin's new well; and

WHEREAS, Grantor consents to the protection zone and agrees to grant Weber Basin an easement to facilitate the protection zone 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, Grantor hereby grants and conveys to Weber Basin a permanent easement and protection zone on the following described property:

A part of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 0 degrees 07'20" West 487.92 feet along the Section line and South 80 degrees 09' East 418.91 feet along the South right-of-way line of Highway 193 and South 0 degrees 07'20" West 210.57 feet from the Northwest Corner of said Section 10, and running thence North 89 degrees 52'40" West 124.00 feet; thence South 0 degrees 07'20" West 144.30 feet; thence Northwesterly, Northerly, Easterly and Southeasterly along the arc of a 100.00 foot radius curve to the right 358.56 feet (Central Angle is 205 degrees 26'31" and Long Chord bears North 39 degrees 35'13" East 195.09 feet); thence South 0 degrees 07'20" West 6.31 feet to the place of beginning.

2. Protection Zone. Grantor agrees not to locate or permit concentrated sources of pollution within the protection zone. The term "concentrated sources of pollution", as determined by the State of Utah Public

Drinking Regulation, includes septic tanks, drain fields, garbage dumps, pit privies, drain lines, sewer lines, corrals, feed lots, etc. Provided, however Grantor may otherwise develop and improve its property and shall not be required to remove therefrom any improvements not in violation of this paragraph.

3. Certification, upon Grantor's reasonable request, timely made and at Grantor's expense, Weber Basin shall certify as to compliance or no-compliance by Grantor with the terms of this easement.

4. Successors and assigns. This easement and restriction shall be binding upon and inure to the benefit of all heirs, successors and assigns of the parties to this Agreement.

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: 

KIER CORPORATION, A UTAH CORPORATION

BY: 

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

On the 17th day of May, 1991, personally appeared before me IVAN W. FLINT, who being duly sworn by me did say that he is the Secretary/Manager of WEBER BASIN WATER CONSERVANCY DISTRICT, and that he executed the foregoing on behalf of said District.

Sherrie A. Mobley
NOTARY PUBLIC
NOTARY PUBLIC
SHERRIE A. MOBLEY
2837 E. Highway 193
Layton, Utah 84040
My Commission Expires
December 4, 1993
STATE OF UTAH

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

On the 17th day of May, 1991 personally appeared before me JAMES E. KIER, who being by me duly sworn, 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 JAMES E. KIER duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC

