

When Recorded Return to:
Lance Wood, General Manager
Central Weber Sewer Improvement District
2618 West Pioneer Road
Ogden, Utah 84404

PERPETUAL EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT, made this 8th day of March, 2001, by and between INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST, the owner(s) of certain real property located in Weber County, Utah, hereinafter referred to as "Grantor," and Central Weber Sewer Improvement District, created, organized and existing under the laws of the State of Utah, having its principal place of business at 2618 West Pioneer Road, Ogden, Utah, hereinafter referred to as "Grantee;"

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of a tract of land located in Weber County, Utah (Tax Parcel Id. No(s). **15-078-014**);

WHEREAS, Grantee requires a permanent easement and right-of-way across Grantor's land for the construction, operation, and maintenance of sewer lines and appurtenant structures across said tract of land owned by Grantor; and

WHEREAS, Grantor is willing to grant this right-of-way and easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of SEVEN THOUSAND SEVEN HUNDRED THREE DOLLARS (\$7,703.00) and other good and valuable consideration in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants, warrants and conveys to Grantee, its successors and assigns, a permanent easement and right-of-way 40 feet in width, 20 feet on the north side and 20 feet on the south side of the sewer line described below, for the purpose of construction, operation, repair, replacement, and maintenance of one or more sanitary sewer lines and/or drain lines and the necessary accessories and appurtenances used in connection

15-078-0035, 0015, 0068, 0107, 0088, 0009
0008, 0052, 0012, 0011, 0014, 0013
0084, 0083, 0089, 0085, 0090

E# 1757394 BK2 122 PG2407
DOUG CROFTS, WEBER COUNTY RECORDER
13-MAR-01 353 PM FEE \$.00 DEP JPM
REC FOR: CENTRAL.WEBER.SEWER

15-245-0001-0004
15-270-0001-0003
15-199-0001-0003
15-170-0001

therewith, together with the right to enter upon Grantor's premises for such purposes in, on, over, under, through, along and across said portion of the land of Grantor or so much thereof as is transversed by Grantee's easement and right-of-way, located in Weber County, Utah, the centerline of said sewer line which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with the right of ingress and egress across Grantor's property to and from said easement and right-of-way.

Grantor further grants, warrants and conveys to Grantee a temporary construction easement 140 feet in width, 100 feet on the north side and 40 feet on the south side of the centerline of said sewer line between sewerline stations 63+97 and 60+00 and then 200 feet in width, 100 feet on the north side and 100 feet on the south side for the remainder of the easement as described in attached Exhibit "A," to survey, clear and excavate, lay, construct, operate, inspect, maintain, protect, repair, replace and/or remove one or more sewer pipelines and appurtenances.

Said grant of easement is subject to the following conditions, requirements, exceptions and reservations:

1. Subject to paragraph 3 below, Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation, removal or reconstruction of the sewer pipeline(s) and, after construction, repair and maintenance activities, Grantee shall restore the area to substantially the same condition as before the activity. Grantee shall be responsible for fencing necessary to contain livestock during construction and shall restore existing permanent fences to substantially the same condition as existed prior to construction.

2. Grantor reserves the right to construct and maintain fences over and across the easement herein granted and the right to otherwise use the lands covered by this easement grant for Grantor's own purposes, so long as such use does not interfere with Grantee's use thereof.

3. Excluding fences as provided in paragraph 2 above, Grantor shall not construct or cause or allow to be constructed any permanent or temporary buildings or other structures upon the permanent easement described herein, whether the same shall have been brought, placed or constructed upon the said premises by Grantor or by Grantor's successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else. Grantee shall have no liability, responsibility or obligation respecting damage to or destruction of any building or other structure placed on or within the easement in violation of this covenant occasioned by Grantee's construction, repair and/or replacement activities and/or any other cause whatsoever.

4. Grantee shall be allowed access across Grantor's property to construct, operate, repair, replace and maintain its sewer system. Grantee will, however, reasonably attempt to provide notice to Grantor prior to performing routine maintenance and to schedule routine maintenance with Grantor. Nothing contained herein shall, however, preclude Grantee from entering upon Grantor's

property to perform emergency repairs or for any purpose where delay, in Grantee's judgment, could be disadvantageous or present a risk to life, health or property.

5. In the event there is litigation to interpret or enforce the terms and conditions of this agreement, the substantially prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys' fees in addition to other available relief.

6. This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

7. The Grantee will have the Contractor construct a twelve (12) foot wide roadway over the pipeline easement from Stations 60+00 to 63+97. The roadway shall be constructed with a minimum of twelve (12) inches of gravel the top two (2) inches being crushed roadbase.

8. The Grantee will also place a 12" culvert across the roadway described in item 7 above at approximately Station 61+00 in the exact location as specified by the Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

GRANTORS:

Irving C. Gars

GRANTEE:

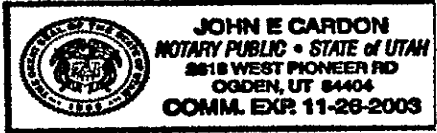
Central Weber Sewer Improvement District

By: James J. Wood
Title: GENERAL MANAGER

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

(Individual form of Acknowledgment)

On this 8th day of March, 2001, personally appeared before me Ivez C. Farr and _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



John E. Cardon
Notary Public

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

(Corporate Form of Acknowledgment)

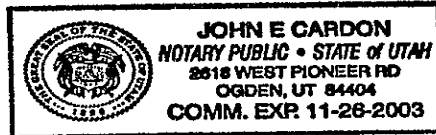
On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that ___he is the _____ of _____, the Grantor named above, and that the foregoing instrument was signed by him/her on behalf of the said corporation, and that ___he was duly authorized to do the same, and acknowledged to me that the said corporation executed the same.

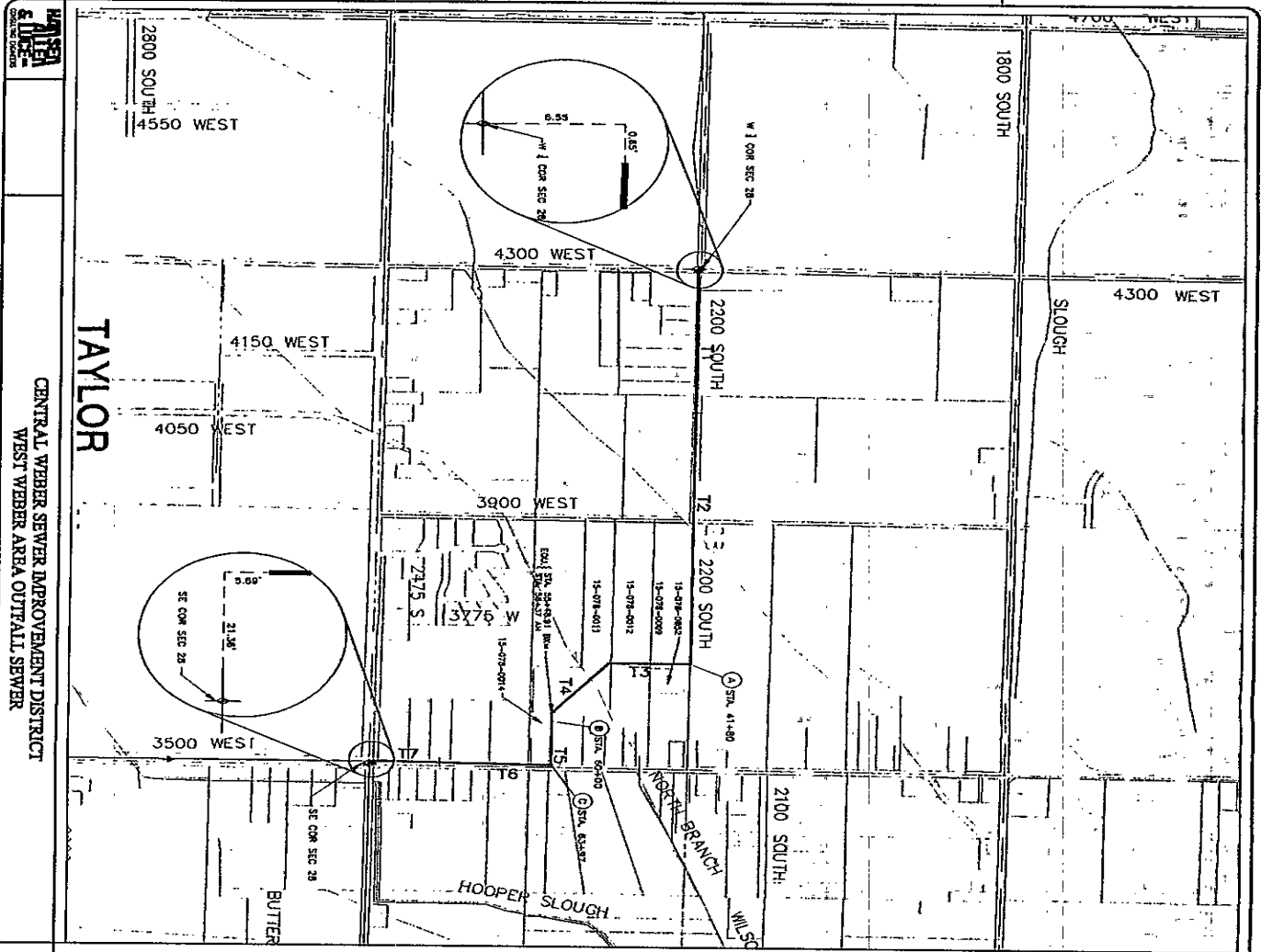
Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 8th day of March, 2001, personally appeared before me Lance L. Wood, the signer of the above instrument, who duly acknowledged to me that ___he is the Manager of CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, the Grantor named above, and that ___he executed the above instrument on behalf of the District as such Manager.

John E. Cardon
Notary Public





CENTRAL WEBER

SEWER IMPROVEMENT DISTRICT

WEST WEBER AREA

OUTFALL SEWER

EASEMENT PLAT

EASEMENTS - LINE B

NOTE: WITH REQUIREMENTS SHOWN ABOVE ARE ASSUMED PERPENDICULAR DISTANT FROM THE DESCRIBED HEREIN PERMANENT OBSTRUCTION

TEMPORARY CONSTRUCTION EASEMENT	WIDTH REQUIRED	CONSTRUCTION STATION
① TO ②	100.0 FEET	100+00 TO 60+40
③ TO ④	100.0 FEET	40+00 TO 65+57

LEGEND

- SECTION LINE
- W/ADJUNCT
- SEWER LINE
- PROPERTY LINE

TANGENT TABLE

LABEL	BEARING	DISTANCE
T1	S. 87° 28' 21" E.	1518.00
T2	S. 89° 12' 09" E.	2088.00
T3	S. 87° 02' 07" W.	6742.00
T4	S. 87° 02' 07" E.	6742.00
T5	S. 87° 02' 07" W.	6742.00
T6	S. 87° 02' 07" E.	6742.00
T7	S. 07° 45' 35" W.	581.76

ALL THAT REAL PROPERTY SITUATED IN WEBER COUNTY BEING IN SECTION 28, TOWNSHIP 10 NORTH, RANGE 5 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A 40 FOOT WIDE PERMANENT EASEMENT 28 FEET ON RIGHT AND 22 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CONDUIT AS IT CROSSES PRIVATE PROPERTY:
 BEGINNING AT A POINT NORTH 8.55 FEET AND EAST 0.85 FEET FROM THE WEST 1/4 CORNER OF 30th SECTION 28, THENCE S89°28'21"E. A DISTANCE OF 1518.00 FEET; THENCE S89°12'09"E. A DISTANCE OF 2088.00 FEET; THENCE S87°02'07"W. A DISTANCE OF 6742.00 FEET; THENCE S87°02'07"E. A DISTANCE OF 6742.00 FEET; THENCE S87°02'07"W. A DISTANCE OF 6742.00 FEET; THENCE S07°45'35"W. A DISTANCE OF 581.76 FEET; THENCE S10°45'35"W. A DISTANCE OF 581.76 FEET; THENCE S07°45'35"W. A DISTANCE OF 581.76 FEET; THENCE S10°45'35"W. A DISTANCE OF 581.76 FEET TO THE SOUTH EAST CORNER OF SAID SECTION 28.
 BASIS OF BEARING IS THE WEBER CO. COMMERCE SYSTEM.