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REC FOR: WEST HAVEN SPECIAL SERVICE DIS

**WEST HAVEN SPECIAL SERVICE DISTRICT
EASEMENT AGREEMENT**

This AGREEMENT AND GRANT OF EASEMENT made this ___ day of _____, 2002, by and between West Haven Special Service District, its assigns and the following individual(s), hereinafter referred to as Grantors:

ROBERT MILLER SAUNDERS - TRUSTEE = 1/3, ETAL

West Haven Special Service District (office located at 2440 South 2050 West, West Haven, Utah 84401), a Service District organized and existing under the laws of the state of Utah, is in the process of developing and constructing a wastewater collection system (sewer) to serve the residents of the City of West Haven.

NOW, THEREFORE, for and in consideration of the sum of Two Thousand One Hundred Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, owners of various parcels of land, the undersigned, hereinafter referred to as Grantor, do hereby grant and convey unto West Haven Special Service District, hereafter referred to as Grantee, a temporary construction easement of fifty (50) feet which shall overlap by twenty five (25) feet a permanent easement which will not exceed twenty five (25) feet, to survey, clear and excavate for, lay, construct, operate, inspect, maintain, protect, repair, replace or remove sewer utility pipeline (sewer) and appurtenances only for the transportation of waste water and waste materials to which can be transported through said sewer pipeline along a route on, under, across and through the following described land owned by the Grantor (see Exhibit "1" attached), together with the right of

ingress and egress to and from said easement over existing roads, situate on the County of Weber, State of Utah to wit:

See Exhibit "2" Attached hereto and by this reference made a part hereof:

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Utah.

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

1. Grantee shall be totally responsible for disposing of all trees, stumps, and roots and other debris unless the Grantor agrees in writing to assume responsibility for removal of all debris from clearing and grubbing the construction site.
2. Grantee shall backfill any trench and grade out the disturbed easement areas and return the area to the original condition which includes topsoil prior to construction. Grantee shall keep and maintain the sewer pipeline and backfill thereon in a good and workmanlike condition pursuant to pipeline construction.
3. 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.
4. Grantee shall fully pay for all materials joined or affixed to and labor performed upon said right of way and said other lands in connection with the construction, maintenance, repair, renewal or reconstruction of the sewer pipeline, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement or other lands for any work done or materials furnished thereon at the instance or request or on behalf of Grantee; and Grantee shall

indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

5. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damage grows out of, or arises because of the existence of the sewer pipeline or the operation, construction, maintenance, repair, renewal, modification, reconstruction, or removal of the sewer pipeline or any part thereof, or the contents therefrom or therein, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents.

6. Grantor shall have the right to construct and maintain fences over and across the easement herein granted, as it may find necessary in operation of its business; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any other building or other improvement over or across the right of way, or change its contour without the written consent of Grantee.

7. Grantee shall pay reasonable damages for any injury to any and all improvements on said lands, including growing crops and native grasses, which injury may be caused by Grantee, its agents, employees or contractors; and Grantee shall use diligence and cooperate with Grantor in all respects so as to interfere as little as possible with Grantor's operations; Grantee shall reimburse Grantor for any livestock loss sustained by such Grantor resulting from Grantee's activities on the a fore described

lands.

8. Grantee shall restore to original or better condition bridges and current irrigation paths such as streams, creeks and ditches that may be damaged due to construction or heavy equipment.

9. Grantee shall be responsible for necessary fencing specified to contain livestock during construction and shall restore existing permanent fences to original or better condition following construction. Grantee shall not maintain upon the lands within this easement fences or other structures which will retard or prevent livestock from grazing the lands covered by this easement, without the written permission of Grantor.

10. Grantee shall lay, bury and maintain said sewer pipeline so it will avoid:

- interference with the present use of any ditch or roadway,
- interference with the present use of the surface of said premises,
- damage to existing springs and if such damage occurs, Grantee shall restore springs to original water supply as well as restore culinary water provided by springs,
- damage to existing septic tanks and connecting drain fields so as not to disrupt service to existing homes and if such damage occurs, Grantee will repair and restore septic tank or connecting drain to the satisfaction of the Grantor.

11. Other good and valuable consideration shall include:

12. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer pipeline for transportation of water, waste matter, or products therefore, but should such use terminate and Grantee, its successors or assigns, fail to use line for a period of twenty-four (24) consecutive calendar months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such

event, Grantee, its successors or assigns, may remove its sewer pipeline and all of its fixtures, appurtenances and other property within the said easement, and shall remove the same within six (6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said sewer pipeline and all of the other property of Grantee, its successors or assigns, within said easement shall become and remain the property of Grantor, and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused Grantor thereby; such restoration shall include reseeding said ground to present conditions.

13. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

14. The rights and permission granted thereunder are granted only for the purpose stated herein. The rights and permission granted thereunder are granted only to Grantee and Grantee's agents, employees or contractors and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

15. Grantor reserves the right to use the lands covered thereunder for its own purposes, so long as such use does not interfere with the Grantee's use thereof.

16. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor declare this Easement terminated and

said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of Thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision thereunder shall survive such termination.

17. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys fees incurred in enforcing the terms of this agreement.

18. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right of privilege, but the same shall continue and remain in full force and effect.

19. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice

shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

20. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt written notice of any such assignment to Grantor or its successor or assigns.

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

West Haven Special Service District

By: Robert W. Holmes
Board Chairman

GRANTORS:

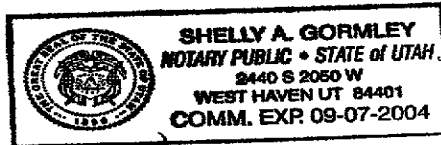
[Signature]
Grantor

[Signature]
Grantor

[Signature]

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 22 day of May, 2002 personally appeared before me Robert Holmes, who being sworn by me did say that he is the Chairman of the West Haven Special Service District, and acknowledged before me that he executed the foregoing on behalf of the West Haven Special Service District.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 21 day of May, 2002 personally appeared before me Robert Saunders, Ryan Saunders, ^{28, of May} Kimberly Peters, the ^{30th} signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



[Signature]
NOTARY PUBLIC

Robert Miller Saunders

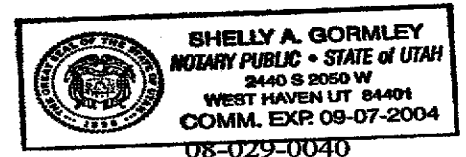
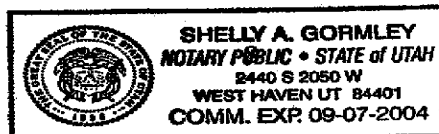


EXHIBIT 1

PROPERTY DESCRIPTION (08-029-0040) 

BEGINNING AT A POINT 2186.25 FEET WEST OF THE SOUTHEAST CORNER SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, AND RUNNING THENCE NORTH 80 RODS; THENCE WEST 173.25 FEET; THENCE SOUTH 80 RODS; THENCE EAST 173.25 FEET TO THE POINT OF BEGINNING. CONTAINING 5.25 ACRES.