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082359 ✓ Bk 0610 Pg 0620  
LuAnn Adams, Box Elder County Recorder  
12/01/1995 8:50am FEE: 23.00 Dep:LA  
Rec'd For: HILLAM ABST & INS AGENCY INC

**WHEN RECORDED RETURN TO:**  
Bear River Water Conservancy District  
c/o James E. Karkut  
PARSONS BEHLE & LATIMER  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84145-0898

Hillam

06-053-0026 ✓

**GRANT OF EASEMENT**

This GRANT OF EASEMENT is made this 24 day of November, 1995, by and between James G. Christensen (hereinafter referred to as "Grantor") and the Bear River Water Conservancy District, a water conservancy district organized and existing under the laws of the State of Utah (hereinafter referred to as "Grantee").

The following recitals of fact are made a material part of this instrument:

A. Grantor is the owner of a tract of land situated in Box Elder County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").

B. Grantee is in the process of developing a water system to serve customers of the Grantee. To facilitate the development and use of this system, Grantee has requested Grantor to grant the easement provided herein.

C. Grantor wish to grant and Grantee wishes to receive an easement in, over, under, and across Parcel A to benefit the development and use of Grantees' water system.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants are made:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to Grantee, its heirs, successors, and assigns, a permanent easement and right-of-way (hereinafter referred to as the "Easement") twenty five (25) feet in width in, over, under, and across Parcel A for the construction, installation, operation, maintenance, repair or replacement of an underground pipeline and appurtenant facilities (hereinafter referred to as the "utilities"). The legal description of the Easement is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

2. Grant of Temporary Construction Easement. Grantor also hereby grants and conveys to Grantee a temporary construction easement thirty-five (35) feet in width in, over, under, and across Parcel A to facilitate construction and installation of the utilities in the Easement. The legal description of the temporary construction easement is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The temporary construction easement shall terminate upon completion of construction and installation of the utilities in the Easement without the requirement of a recordable release.

3. Immediate Occupancy. Grantor hereby grants to Grantee the right of immediate occupancy of the temporary construction easement to begin construction and installation of the utilities in the Easement.
4. No Permanent Structure. Grantor shall not place any permanent structure on the Easement described herein or otherwise restrict or interfere with Grantee's ingress to, egress from, and use of the Easement.
5. Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the Easement.
6. Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings.
7. Post-Construction Maintenance. After construction and installation of utilities, whenever Grantee determines that maintenance, repair, or replacement of the utilities is appropriate or necessary, Grantee shall have ingress and egress for such activities and shall reasonably restore disturbed land in the Easement to its prior condition following such activities.
8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, representatives, and employees of Grantor and Grantee.
9. Warranty of Title. Grantor warrants that Grantor has good title to Parcel A and Grantor has the right and authority to grant the Easement and temporary construction easement.
10. Entire Agreement. The grants, agreements, and covenants herein contained shall constitute the entire agreement between Grantor and Grantee and supersedes any prior understanding or representation of any kind preceding the date of this instrument.
11. Miscellaneous. This Grant of Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. If either party must institute legal action to enforce its rights hereunder, said party shall be entitled to recover reasonable attorneys' fees.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Easement to be executed and effective on the date indicated above.

GRANTOR:

James G. Christensen  
James G. Christensen

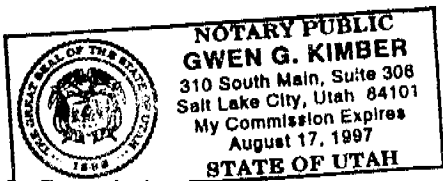
GRANTEE:

BEAR RIVER WATER CONSERVANCY DISTRICT

By Frank O. Nishiguchi  
Frank O. Nishiguchi, General Manager

STATE OF UTAH )  
 )  
 ) DAVIS :SS.  
COUNTY OF ~~BOX ELDER~~ )

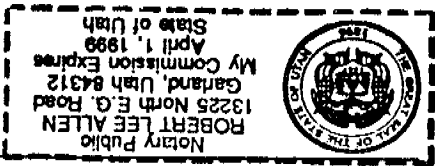
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1995 by James G. Christensen.



My Commission Expires:

Gwen G. Kimber  
NOTARY PUBLIC  
Residing at: Farmington Utah

My Commission Expires:



Residing at:

NOTARY PUBLIC

*Robert Lee Allen*

The foregoing instrument was acknowledged before me this 27 day of November, 1995 by Frank O. Nishiguchi, the General Manager of Bear Water Conservancy District.

STATE OF UTAH )  
COUNTY OF BOX ELDER )  
: ss.  
)

082359 Bk 0610 Pg 0624

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL IDENTIFICATION: BOX ELDER COUNTY TAX ASSESSMENT # 06-053-0026

Beginning at a point 2022 feet South and 733 feet East; thence 264 feet West, thence 160 feet North from the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M (being the true point of beginning) thence North 130 feet, thence East 387 feet, more or less to the West side of County Road, thence Southwesterly parallel along County Road 138 feet to a point East of the point of beginning; thence West 332 feet to the point of beginning.

AREA: 1.07 ACRES M/L

EXHIBIT B

EASEMENT DESCRIPTION

A 25 foot permanent utility easement over the Easterly 25 feet of the following: Beginning at a point 2022 feet South and 733 feet East; thence 264 feet West, thence 160 feet North from the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M (being the true point of beginning) thence North 130 feet, thence East 387 feet, more or less to the West side of County Road, thence Southwesterly parallel along County Road 138 feet to a point East of the point of beginning; thence West 332 feet to the point of beginning.

AREA: APPROX. 0.08 ACRES

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A 35 foot temporary construction easement over the Easterly 35 feet of the following: Beginning at a point 2022 feet South and 733 feet East; thence 264 feet West, thence 160 feet North from the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M (being the true point of beginning) thence North 130 feet, thence East 387 feet, more or less to the West side of County Road, thence Southwesterly parallel along County Road 138 feet to a point East of the point of beginning; thence West 332 feet to the point of beginning.

AREA: APPROX. 0.08 ACRES

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The following recitals of fact are made a material part of this instrument:

A. Grantor is the owner of a tract of land situated in Box Elder County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").

B. Grantee is in the process of developing a water system to serve customers of the Grantee. To facilitate the development and use of this system, Grantee has requested Grantor to grant the easement provided herein.

C. Grantor wish to grant and Grantee wishes to receive an easement in, over, under, and across Parcel A to benefit the development and use of Grantees' water system.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants are made:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to Grantee, its heirs, successors, and assigns, a permanent easement and right-of-way (hereinafter referred to as the "Easement") twenty five (25) feet in width in, over, under, and across Parcel A for the construction, installation, operation, maintenance, repair or replacement of an underground pipeline and appurtenant facilities (hereinafter referred to as the "utilities"). The legal description of the Easement is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

2. Grant of Temporary Construction Easement. Grantor also hereby grants and conveys to Grantee a temporary construction easement thirty-five (35) feet in width in, over, under, and across Parcel A to facilitate construction and installation of the utilities in the Easement. The legal description of the temporary construction easement is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The temporary construction easement shall terminate upon completion of construction and installation of the utilities in the Easement without the requirement of a recordable release.



3. Immediate Occupancy. Grantor hereby grants to Grantee the right of immediate occupancy of the temporary construction easement to begin construction and installation of the utilities in the Easement.

4. No Permanent Structure. Grantor shall not place any permanent structure on the Easement described herein or otherwise restrict or interfere with Grantee's ingress to, egress from, and use of the Easement.

5. Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the Easement.

6. Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings.

7. Post-Construction Maintenance. After construction and installation of utilities, whenever Grantee determines that maintenance, repair, or replacement of the utilities is appropriate or necessary, Grantee shall have ingress and egress for such activities and shall reasonably restore disturbed land in the Easement to its prior condition following such activities.

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, representatives, and employees of Grantor and Grantee.

9. Warranty of Title. Grantor warrants that Grantor has good title to Parcel A and Grantor has the right and authority to grant the Easement and temporary construction easement.

10. Entire Agreement. The grants, agreements, and covenants herein contained shall constitute the entire agreement between Grantor and Grantee and supersedes any prior understanding or representation of any kind preceding the date of this instrument.

11. Miscellaneous. This Grant of Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. If either party must institute legal action to enforce its rights hereunder, said party shall be entitled to recover reasonable attorneys' fees.



082359 Bk 0610 Pg 0623

STATE OF UTAH )  
 : ss.  
COUNTY OF BOX ELDER )

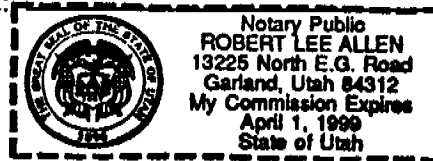
The foregoing instrument was acknowledged before me this 27 day of November, 1995  
by Frank O. Nishiguchi, the General Manager of Bear Water Conservancy District.



NOTARY PUBLIC

Residing at:

My Commission Expires:  
\_\_\_\_\_



082359 Bk 0610 Pg 0624

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL IDENTIFICATION: BOX ELDER COUNTY TAX ASSESSMENT # 06-053-0026

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AREA: 1.07 ACRES M/L

082359 Bk 0610 Pg 0625

**EXHIBIT B**

**EASEMENT DESCRIPTION**

A 25 foot permanent utility easement over the Easterly 25 feet of the following: Beginning at a point 2022 feet South and 733 feet East; thence 264 feet West, thence 160 feet North from the Northwest Corner of the Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLB&M (being the true point of beginning) thence North 130 feet, thence East 387 feet, more or less to the West side of County Road, thence Southwesterly parallel along County Road 138 feet to a point East of the point of beginning; thence West 332 feet to the point of beginning.

**AREA: APPROX. 0.08 ACRES**

**EXHIBIT C**

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