

PLATTED VERIFIED
ENTERED MICROFILMED

07-080-0021, 0069
0012 J RRS

ES 1307268 BK 1727 PG 1233
DOUG CROFTS, WEBER COUNTY RECORDER
17-AUG-94 242 PM FEE \$0.00 DEP 1M
REC FOR: CENTRAL WEBER SEWER

AGREEMENT AND GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 8 day of August 1994, by and between Central Weber Sewer Improvement District, an Improvement District organized and existing under the laws of the State of Utah, its assigns and the following individual(s), hereinafter referred to as Grantors:

KNUDSON, WILLIAM O. - ETAL

RECITALS:

WHEREAS, Central Weber Sewer Improvement District is in the process of developing and constructing an extension to the wastewater collection system (sewer) to serve the residents of the Town of Uintah; and

WHEREAS, construction of the sewer system necessarily requires pipes being placed through various parcels of land within the Town of Uintah; and

WHEREAS, Grantors own a parcel of land through which Central Weber Sewer Improvement District's proposed sewer system will be constructed; and

WHEREAS, Grantors represent they are the owners of the parcel of land referred to herein located in Weber County, Utah and further described on Exhibit "I" hereto, and that Grantors are empowered to enter into this agreement; and

WHEREAS, Grantors consent to Central Weber Sewer Improvement District's sewer system crossing their property and agree to grant Central Weber Sewer Improvement District an easement to facilitate the crossing of Grantors' property to construct and maintain the sewer system under the terms and conditions set forth herein;

existing under the laws of the State of Utah;

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 Central Weber Sewer Improvement District, a 25-foot permanent easement and right-of-way for the installation, maintenance, repair or replacement of a sewer system pipeline through Grantors' property. A general description of Grantors' property through which the easement shall run is contained in Exhibit "1" attached hereto. The centerline of the permanent easement along the course of the sewer pipeline is described in the attached Exhibit "2".

2. **Grant of Temporary Construction Easement.** Subject to the terms and conditions of this agreement, Grantors also hereby grant and convey to Central Weber Sewer Improvement District a 45-foot wide temporary construction easement to allow Central Weber Sewer Improvement District to install the sewer system through Grantors' property. The temporary construction easement shall overlap the permanent easement and extend an additional 20.0 feet as indicated on Exhibit "2" and run the entire length of the permanent easement as it crosses Grantors' property. The temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release.

3. **Immediate Occupancy.** Grantors hereby grant Central Weber Sewer Improvement District immediate occupancy of the easement to begin construction of the sewer system.

4. **Temporary Access.** Grantors agree to allow Central Weber Sewer Improvement District temporary access from the nearest public roadway to the easement, provided travel across Grantors' property would not adversely affect Grantors' property.

5. **Clearing and Grubbing.** Grantors agree to allow Central Weber Sewer Improvement District to clear and grub the 45-foot temporary construction easement. It is agreed that tree stumps, roots and other debris will be removed from the property by Central Weber Sewer Improvement District. Central Weber Sewer Improvement District agrees to be totally responsible for disposing of all trees, stumps, roots and other debris removed from the Grantors' land unless Grantors' elect in writing to remove the debris themselves.

6. **No Permanent Structure.** Grantors agree not to place any permanent structure on the 25-foot permanent easement described herein and agree that Central Weber Sewer

Improvement District shall be allowed to keep the easement clear of any trees and scrubs. It is agreed that Central Weber Sewer Improvement District is not required to keep the easement clear of trees after installation but may do so if it chooses. Furthermore, Central Weber Sewer Improvement District will not compensate Grantors for any removal of trees and scrubs within the easement in connection with maintenance, repair, and replacement of sewer pipeline.

7. **Fencing and Livestock.** Central Weber Sewer Improvement District agrees to be responsible for temporary fencing and for restoration of existing permanent fences damaged on Grantors' property during construction. Grantors agree to control all livestock during construction of the sewer system. Furthermore, Grantors agree to be responsible for any permanent fencing and control of livestock after construction is completed.

8. **Ground Restoration.** Upon completion of the sewer system pipeline, Central Weber Sewer Improvement District shall backfill any trench and grade out the disturbed easement areas and return the area to the condition existing prior to construction, subject to the provisions of paragraph 6. Central Weber Sewer Improvement District shall be responsible for a one year period after completion of the pipeline for any settlement of the trench and restore the trench area to a grade consistent with the existing surroundings.

9. **Post Construction Maintenance.** After construction and in the event repair, maintenance or replacement is needed on the sewer system, Central Weber Sewer Improvement District agrees to reasonably restore fences and the disturbed land to their condition prior to the required repair, maintenance or replacement.

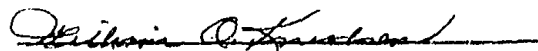
IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

Central Weber Sewer Improvement District

By: 

Chairman

GRANTORS:





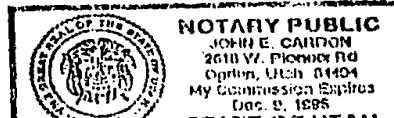
STATE OF UTAH)
)
) : ss.
COUNTY OF WEBER)

On the 9th day of August, 1994, personally appeared before me
Brad Dee, who being sworn by me did say that he is the Chairman of Central
Weber Sewer Improvement District, and acknowledged before me that he executed the foregoing
on behalf of Central Weber Sewer Improvement District.

John E. Cardon

NOTARY PUBLIC

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



On the 8 day of August, 1994, personally appeared before me
Scott Knudson, the signer(s) of the above instrument,
who duly acknowledged to me that he executed the same.



Ginger L. Miller

NOTARY PUBLIC

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

On the 8 day of August, 1994, personally appeared before me
William Knudson, the signer(s) of the above instrument, who duly acknowledged
to me that he executed the same.



Ginger L. Miller

NOTARY PUBLIC

EX 1307268 BK1727 PG1237

EXHIBIT "1"

Parcel "1"

PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 21, THENCE NORTH 36 FEET TO THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE NORTH 67° WEST ALONG SAID RIGHT-OF-WAY 1027.6 FEET, THENCE SOUTH 11°22' WEST 38 FEET, THENCE TO THE LEFT ALONG THE ARC OF A 277 FOOT RADIUS CURVE 178.88 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 73°41' WEST A DISTANCE OF 175 FEET, THENCE SOUTH 55°16' WEST 250 FEET; THENCE SOUTH 60.84 FEET; THENCE SOUTH 55°16' WEST 220 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF THE WEBER RIVER, THENCE SOUTHEASTERLY ALONG SAID RIVER TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID QUARTER SECTION, THENCE EAST ALONG SAID QUARTER SECTION LINE 1470 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

PERMANENT EASEMENT DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN WEBER AND DAVIS COUNTIES BEING IN THE NORTHWEST QUARTER OF SECTION 28, AND THE SOUTH HALF OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 23 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON THE LEFT AND 10 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 500.53 FEET WEST AND 172.98 FEET SOUTH OF THE SOUTH CORNER OF SAID SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, AND POINT BEING AT THE INTERSECTION OF AN EXISTING SEWER MANHOLE AND A NEW 21" SEWER INTERCEPTOR PIPELINE; THENCE N. 65° 45' 47" E. 232.28 FEET; THENCE N. 56° 23' 20" E. 197.50 FEET; CROSSING THE WEBER RIVER; THENCE N. 50° 27' 39" E. 512.39 FEET; ON THE WILLIAM O. JOHNSON PROPERTY; THENCE N. 80° 17' 59" E. 118.70 FEET; THENCE S. 67° 02' 03" E. 320.32 FEET; CROSSING ONTO THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE CONTINUING THROUGH THE SAID RAILROAD RIGHT-OF-WAY; THENCE S. 67° 02' 03" E. 118.70 FEET; THENCE N. 80° 17' 59" E. 512.39 FEET; THENCE N. 56° 23' 20" E. 197.50 FEET; AND THESE TERMINATING ON THE ROODROCK BKG. PROPERTY;

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL WIDTH REQUIRED

LEFT RIGHT

(A) TO (B) 30.0 FEET 15.0 FEET

NOTES: WIDTH REQUIREMENTS SHOWN ABOVE ARE METERS; PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

SOUTH WEBER - UINTAH TRUNK SEWER LINE

EASEMENT PLAT

RECORDED IN DEEDS
BOOK 78
PAGE 28

(B) STA. 20+21

UNION PACIFIC
RAILROAD

LOUISE JENETTE
HERNELL

WILLIAM O. JOHNSON
JEAN P. JOHNSON

SOUTH 122.95'

WEBER COUNTY
DAVIS COUNTY

F. A. SIGH

STA. 0+00

LEGEND

COUNTY LINE	---
SEWER LINE	---
PROPERTY LINE	---
CITY BOUNDARY	---
RAILROAD TRACKS	---

TANGENT TABLE

LABEL	BEARING	DISTANCE
T1	N. 66° 55' 47" E.	232.32'
T2	N. 56° 23' 20" E.	197.50'
T3	N. 50° 27' 39" E.	512.39'
T4	N. 80° 17' 59" E.	118.70'
T5	S. 67° 02' 03" E.	320.32'
T6	N. 19° 50' 00" E.	820.00'

EXHIBIT 2

LINE-R
EASEMENTS

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CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

PERMANENT EASEMENT DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN WEBER AND DAVIS COUNTIES BEING IN THE NORTHWEST QUARTER OF SECTION 20, AND THE SOUTH HALF OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND METROMAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 28 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON THE LEFT AND 10 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 400.83 FEET WEST AND 172.88 FEET SOUTH OF THE CORNER QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST; SAID POINT BEING AT THE INTERSECTION OF AN EXISTING SEWER MANHOLE AND A NEW 21" SEWER INTERCEPTOR PIPELINE; THENCE N. 65° 55' 47" E. 232.28 FEET; THENCE N. 56° 23' 20" E. 167.50 FEET; CROSSING THE WEBER RIVER; THENCE N. 56° 27' 39" E. 517.39 FEET; ON THE WILLIAM O. RAJLUSON PROPERTY; THENCE N. 82° 17' 39" E. 116.70 FEET; THENCE S. 87° 02' 03" E. 420.32 FEET; CROSSING ONTO THE LANDS OF WEST-OF-WAY AND LOUIELLE KENDALL PROPERTY; THENCE N. 19° 50' 00" E. 630.00 FEET MORE OR LESS TO A SEWER MANHOLE AND THERE TERMINATING ON THE RODBROCK INC. PROPERTY;

SOUTH WEBER - UJINTAH TRUNK SEWER LINE
EASEMENT PLAT

RODBROCK INC.
ANDREW S. STEPHENS
CLARE R. STEPHENS

UNION PACIFIC
RAILROAD

LOUIELLE KENDALL

WILLIAM O. RAJLUSON
-EVA P. RAJLUSON

SOUTH 122.95'

WEBER COUNTY
DAVIS COUNTY

WEST
SULLY

F. A. SMITH

LINE-S
EASEMENTS

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL WIDTH REQUIRED
A TO B 30.0 FEET 15.0 FEET

NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE MEASURED PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

LEGEND

- COUNTY LINE
- SEWER LINE
- PROPERTY LINE
- CITY BOUNDARY
- RAILROAD TRACKS

TANGENT TABLE		
LABEL	BEARING	DISTANCE
T1	N. 65° 55' 47" E.	232.28'
T2	N. 56° 23' 20" E.	167.50'
T3	N. 56° 27' 39" E.	517.39'
T4	N. 82° 17' 39" E.	116.70'
T5	S. 87° 02' 03" E.	420.32'
T6	N. 19° 50' 00" E.	630.00'

N
NOT TO SCALE

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EXHIBIT 2