



W2246361

E# 2246361 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
05-MAR-07 4:19 PM FEE \$20.00 DEP JC
REC FOR: METRO NATIONAL TITLE - OGDEN
ELECTRONICALLY RECORDED

When recorded return to:

Wolf Creek Sewer Improvement District
3918 North Wolf Creek Drive
Eden, Utah 84310

SEWER EASEMENT

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged **EDWARD ALLAIN ADAIR and CHERYL KATHRYN BROWNING ADAIR, Trustees of the EDWARD ALLAIN ADAIR AND CHERYL KATHRYN BROWNING ADAIR FAMILY TRUST DATED SEPTEMBER 15, 1999** (collectively, the "**Grantor**"), whose address for the purposes hereof is 3428 North Wolf Creek Drive, Eden, Utah, hereby grant, convey, sell, and set over unto **WOLF CREEK SEWER IMPROVEMENT DISTRICT**, a body politic of the State of Utah, its successors and assigns, ("**Grantee**"), whose address for the purposes is set forth above, a perpetual easement and right-of-way for sanitary sewer lines, pump and lift stations and related equipment and facilities and other sewer transmission and distribution structures and facilities (collectively, the "**Facilities**") in, on, over and across that certain real property (the "**Parcel**") situated in Weber County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The right-of-way and easement granted herein shall be twenty feet (20') wide perpetual right-of-way and easement, extending ten feet (10') from each side of the survey line, as such survey line is depicted and/or described on Exhibit B attached hereto and incorporated herein by reference. To the extent that any discrepancy exists between the description and survey line set forth on Exhibit B and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right of way and easement running parallel to and extending ten feet (10') on each side of the actual location of the centerline of the pipeline as it is buried on Grantor's property.

TOGETHER WITH the right to construct, maintain, operate, repair, inspect, protect, install, remove and replace such Facilities.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assign, perpetually, with a right of ingress and egress in said Grantee, its officers, employees, agents, invitees and assigns, to enter upon the above described Parcel for the use of said easement and right-of-way for the purposes hereof. Notwithstanding the foregoing, nothing in this instrument shall be construed to obligate Grantee to maintain or construct the Facilities or any improvements within said easement and right-of-way.

Grantor shall have the right to use the Parcel except for the purpose for which such easement and right-of-way is granted. Notwithstanding the foregoing, Grantor shall not interfere, disrupt, obstruct or otherwise impede the use of such easement and right-of-way by Grantee, shall not damage or interfere with the Facilities, and shall not otherwise adversely affect any other rights granted to Grantee hereunder. In no event shall Grantor build or construct or permit to be built or constructed any building, structure, fence, gate or other improvement on, over, under or across, or otherwise obstruct access to or use of, said easement and right-of-way, and Grantor shall not change the grade of such easement and right-of-way.

Grantee shall have the right to convey and transfer its rights under this Sewer Easement to a person or entity for the purpose of exercising the rights and performing the obligations of Grantee hereunder.

This instrument does not create any fiduciary or other relationship between the parties except as grantor and grantee. Any obligation or liability whatsoever of Grantee which may arise at any time under this instrument or any obligation or liability which may be incurred by Grantee pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of Grantee's managers, members, officers, employees, agents, attorneys or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

This easement, right-of-way and these covenants shall be construed under and shall be enforceable in accordance with the laws of the State of Utah, shall run with the land, and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.


IN WITNESS WHEREOF, Grantor has executed this Sewer Easement as of the 2nd day of March, 2007.

Edward Allain Adair
EDWARD ALLAIN ADAIR, TRUSTEE
of the Edward Allain Adair and Cheryl Kathryn Browning
Adair Family Trust dated September 15, 1999

Cheryl Kathryn Browning Adair
CHERYL KATHRYN BROWNING ADAIR, TRUSTEE
of the Edward Allain Adair and Cheryl Kathryn Browning
Adair Family Trust dated September 15, 1999

STATE OF UTAH)
 :SS
County of WEBER)

On this 2nd day of March, 2007 personally appeared before me **Edward A. Adair**, Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, who being duly sworn, did say that he is the signer of the foregoing Agreement and duly acknowledged to me that he executed the same on behalf of and with full authority as Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust dated September 15, 1999.


(Seal and Expiration Date)  JOHN F. DOXEY
NOTARY PUBLIC - STATE OF UTAH
670 12TH STREET
OGDEN, UT 84404
COMM. EXP. 06-01-2007

[Signature]

Notary Public

STATE OF UTAH)
 :SS
County of WEBER)

On this 2nd day of March, 2007 personally appeared before me **Cheryl Kathryn Browning Adair**, Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, who being duly sworn, did say that she is the signer of the foregoing Agreement and duly acknowledged to me that she executed the same on behalf of and with full authority as Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust dated September 15, 1999.

(Seal and Expiration Date)  JOHN F. DOXEY
NOTARY PUBLIC - STATE OF UTAH
670 12TH STREET
OGDEN, UT 84404
COMM. EXP. 06-01-2007

[Signature]

Notary Public

EXHIBIT A
TO
SEWER EASEMENT

(Parcel Description)

The "Parcel" referred to in the foregoing Sewer Easement is located in Weber County, Utah and is more particularly described as follows:

BEGINNING AT A POINT SOUTH 89°07'34" EAST ALONG THE SECTION LINE 1501.14 FEET AND NORTH 384.00 FEET FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 01°50'26" WEST (SOUTH 1°20'00" WEST PER DEED) 375.67 FEET, THENCE SOUTH 05°24'26" WEST (SOUTH 04°54'00" WEST PER DEED) 378.41 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UTAH POWER AND LIGHT PROPERTY, THENCE NORTH 76°33'00" WEST (NORTH 76°65'00" WEST PER DEED) ALONG SAID NORTH RIGHT OF WAY LINE 36.68 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WOLF CREEK DRIVE, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY ALONG THE ARC OF A 1159.60 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 77°23'26" EAST) THROUGH A CENTRAL ANGLE OF 31°31'20" A DISTANCE OF 637.97 FEET TO A POINT OF A COMPOUND CURVE, THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTHERLY ALONG THE ARC OF A 865.42 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 71°05'14" EAST) THROUGH A CENTRAL ANGLE OF 8°15'24" A DISTANCE OF 124.71 FEET TO THE POINT OF BEGINNING.

Parcel No.: 22-016-0016

LESS AND EXCEPTING:

A part of the Southwest Quarter of Section 22, T7N, R1E, SLB&M, Beginning at a point on the Easterly Right of Way of SR-158, said point being an extension of an existing fence line that runs northerly, point being more or less South 2,241.58 feet and West 1,158.44' from the Center Quarter Corner of said Section 22 (Basis of Bearing N 89°14'39" W from said Quarter Corner to the West Corner of said Section 22); thence as follows:

S 00°45'07" E	227.33 feet along an extension of an existing fence line to the corner of said existing fence; thence
N 82°25'13" W	89.91 feet along an existing wood fence, to the Easterly Right of Way of SR 158 and along said Right of Way the following two courses:
Northeasterly	78.46 feet along a non-tangent curve to the right (R=1159.60', D=3°52'35", T=39.24', CH=78.44',

Northeasterly CHB=N 17°07'33" E) to a compound curve; thence
457.23 feet along said a curve to the right (R=865.42',
D=10°12'28", T=77.30', CH=153.98', CHB=N 24°10'05" E) to the
Point of Beginning.

Area: 11,238.89 Sq.Ft. 0.258 Acres

EXHIBIT B
TO
SEWER EASEMENT

(Parcel Description)

The centerline of the easement described in the foregoing document is more particularly described as follows:

Edward Allain Adair and Cheryl Kathryn Browning Adair, Trustees of the Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust

A twenty-foot wide easement (ten feet either side of pipe centerline) for sewer lines and related facilities contiguous to Edward Allain Adair and Cheryl Kathryn Browning Adair, Trustees of the Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, described as follows:

Adair Easement

*Ac 22-016 0016 ✓
22-016-0006 ✓*

A part of the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, T7N, R1E, SLB&M, Beginning at a point on the Boundary of Wolf Creek Properties LC and the center of an existing sewer pipe, point being, more or less, South 2,626.86 feet and West 1,153.38' from the Center Quarter Corner of said Section 22 (Basis of Bearing N 89°14'39" W from said Quarter Corner to the West Corner of said Section 22); thence as follows:

- N 88°18'45" W 11.14 feet more or less along the centerline of an existing sewer line to the center of an existing sewer manhole; thence
- S 05°56'00" W 204.45 feet more or less along the centerline of an existing sewer line to the center of an existing sewer manhole; thence
- S 64°45'34" W 103.78 feet more or less along the centerline of an existing sewer line to the Easterly Right of Way of SR-158 (Wolf Creek Drive).