

COURTESY RECORDING

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EASEMENT AGREEMENT

FOR

INSTALLATION AND MAINTENANCE OF SANITARY SEWER

E# 1387860 BK1791 PG1592
DOUG CROFTS, WEBER COUNTY RECORDER
13-FEB-96 947 AM FEE \$12.00 DEP MH
REC FOR: MOUNTAIN.VIEW.TITLE

AGREEMENT made the 2nd day of February 1996, between Don M. Jones, residing at 3841 North Westwood Drive, Ogden, Utah 84414, hereinafter called the "Grantor", and Thomas O. Harward residing at 4253 Sumac Ct., Cedar Hills, Utah 84062, hereinafter called the "Grantee".

1. GRANT. The Grantor agrees to grant to the grantee a 15 foot wide easement, for the construction and maintenance of an 8 inch sanitary sewer line, along the west side of a 20 acre parcel of land that is more particularly described and identified as follows:

A part of the Northwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey:

Beginning at a point on the existing fence line said point being South 1°11'01" East 267.21 feet along a section line; South 88°22'17" East 185.45 feet and South 1°09'10" West 96.17 feet from the Northwest corner of said Section 32; and running thence South 89°17'56" East 662.10 feet to an existing fence corner; South 88°41'53" East 493.20 feet along a fence; thence South 89°04'28" East 500.59 feet along a fence to a fence corner; thence South 0°53'05" West 569.33 feet along a fence to a fence corner; thence North 89°08'44" West 1384.24 feet along an extended fence line and a fence to a fence corner; thence North 0°58'25" East 165.16 feet along a fence to a fence corner; thence North 88°38'59" West 273.80 feet along a fence to a fence corner; thence North 1°09'10" East 404.51 feet along a fence to the point of beginning.

Contains 20.701 Acres

The 15 foot wide strip of property that the easement covers is more particularly described and identified as follows:

A part of the Northwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey:

Beginning at a point on the existing fence line said point being South 1°11'01" East 267.21 feet along a section line; South 88°22'17" East 185.45 feet and South 1°09'10" West 96.17 feet from the Northwest corner of said Section 32; and running thence South 89°17'56" East 15 feet; thence South 1°09'10" West 404.51 feet to a fence; thence North 89°17'56" West 15 feet to a fence corner; thence North 1°09'10" East 404.51 feet along a fence to the point of beginning.

2. PURPOSE FOR EASEMENT. The purpose for this easement is to provide for the construction and maintenance of a sanitary sewer line.

3. CONSTRUCTION AND OTHER OBLIGATIONS. Installation is to be completed by September of 1997. When construction starts it is to be completed in a timely manner. If during the course of construction there are any livestock

1592

on the property, then the grantee must provide an adequate fence around the construction zone so as to prevent movement into or through the zone. Grantee assumes all liability for any damage or injury to livestock or equipment.

To facilitate construction use of an additional 10 feet is authorized if required for maneuvering equipment. In any case the surface must be restored to level pasture and reseeded where grass has been destroyed with pasture grass seed. Maintenance of the sewer line in the future is confined to the 15 foot easement described in 1. above.

The grantor shall have the right to connect to the sanitary sewer line in the future at any time and at any place along its length within the above described property.

4. CONSIDERATION. In consideration of ten dollars, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

5. COMPLETENESS OF CONTRACT. All understandings and agreements heretofore had between the parties hereto are merged in this agreement which alone fully and completely expresses their agreement, and this contract is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.

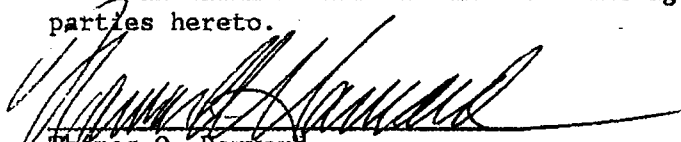
6. ORAL MODIFICATION. This agreement may not be changed or terminated orally.

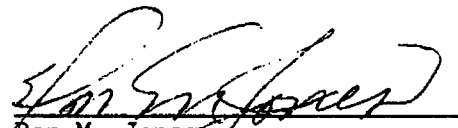
7. BINDING EFFECT. The stipulations in this contract are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

8. DURATION. This easement agreement is to exist in perpetuity.

9. CONSTRUCTION. If two or more persons constitute either the Grantor or the grantee, the word "Grantor" or the word "grantee" shall be construed as if it read "Grantors" or "grantees" whenever the sense of this contract so requires.

IN WITNESS WHEREOF this easement agreement has been duly executed by the parties hereto.


Thomas O. Harward


Don M. Jones

STATE OF UTAH

WEBER COUNTY:ss

ON THE 2ND DAY OF FEBRUARY, A.D. 1996, PERSONALLY APPEARED BEFORE ME DON M. JONES AND THOMAS O. HARWARD THE SIGNERS OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

