

When Recorded Return to:
Lance Wood, General Manager
Central Weber Sewer Improvement District
2618 West Pioneer Road
Ogden, Utah 84404

PERPETUAL EASEMENT

***576-7876**

THIS AGREEMENT AND GRANT OF EASEMENT, made this 31st day of JANUARY, 2001, by and between **Church of Jesus Christ of Latter-day Saints**, the owner(s) of certain real property located in Weber County, Utah, hereinafter referred to as "Grantor," and Central Weber Sewer Improvement District, created, organized and existing under the laws of the State of Utah, having its principal place of business at 2618 West Pioneer Road, Ogden, Utah, hereinafter referred to as "Grantee;"

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of a tract of land located in Weber County, Utah (Tax Parcel Id. No(s). ~~15-078-009~~);

WHEREAS, Grantee requires a permanent easement and right-of-way across Grantor's land for the construction, operation, and maintenance of sewer lines and appurtenant structures across said tract of land owned by Grantor; and

WHEREAS, Grantor is willing to grant this right-of-way and easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of TWO THOUSAND ONE HUNDRED TWENTY DOLLARS and other good and valuable consideration in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants, warrants and conveys to Grantee, its successors and assigns, a permanent easement and right-of-way 40 feet in width, 20 feet on the east side and 20 feet on the west side of the sewer line described below, for the purpose of construction, operation, repair, replacement, and maintenance of one or more sanitary sewer lines and/or drain lines and the necessary accessories and appurtenances used in connection therewith,

E# 1750930 BK2115 PG1401
DOUG CROFTS, WEBER COUNTY RECORDER
08-FEB-01 306 PM FEE \$.00 DEP JPM
REC FOR: CENTRAL.WEBER.SEWER

15-078-0008, 0009, 0011-0014, 0035, 0046, 0052, 0068,
15-078-0084, 0085, 0088-0090
15-170-0001

together with the right to enter upon Grantor's premises for such purposes in, on, over, under, through, along and across said portion of the land of Grantor or so much thereof as is transversed by Grantee's easement and right-of-way, located in Weber County, Utah, the centerline of said sewer line which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with the right of ingress and egress across Grantor's property to and from said easement and right-of-way.

Grantor further grants, warrants and conveys to Grantee a temporary construction easement 100 feet in width, 50 feet on the east side and 50 feet on the west side of the centerline of said sewer line described in attached Exhibit "A," to survey, clear and excavate, lay, construct, operate, inspect, maintain, protect, repair, replace and/or remove one or more sewer pipelines and appurtenances.

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

1. Subject to paragraph 3 below, 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(s) and, after construction, repair and maintenance activities, Grantee shall restore the area to substantially the same condition as before the activity. Grantee shall be responsible for fencing necessary to contain livestock during construction and shall restore existing permanent fences to substantially the same condition as existed prior to construction.

2. Grantor reserves the right to construct and maintain fences over and across the easement herein granted and the right to otherwise use the lands covered by this easement grant for Grantor's own purposes, so long as such use does not interfere with Grantee's use thereof.

3. Excluding fences as provided in paragraph 2 above, Grantor shall not construct or cause or allow to be constructed any permanent or temporary buildings or other structures upon the permanent easement described herein, whether the same shall have been brought, placed or constructed upon the said premises by Grantor or by Grantor's successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else. Grantee shall have no liability, responsibility or obligation respecting damage to or destruction of any building or other structure placed on or within the easement in violation of this covenant occasioned by Grantee's construction, repair and/or replacement activities and/or any other cause whatsoever.

4. Grantee shall be allowed access across Grantor's property to construct, operate, repair, replace and maintain its sewer system. Grantee will, however, reasonably attempt to provide notice to Grantor prior to performing routine maintenance and to schedule routine maintenance with Grantor. Nothing contained herein shall, however, preclude Grantee from entering upon Grantor's property to perform emergency repairs or for any purpose where delay, in Grantee's judgment, could be disadvantageous or present a risk to life, health or property.

5. In the event there is litigation to interpret or enforce the terms and conditions of this agreement, the substantially prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys' fees in addition to other available relief.

6. This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.



GRANTOR:

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation sole.

 AUTHORIZED AGENT R/S

GRANTEE:
 Central Weber Sewer Improvement District

By: Lucas J. Wood
 Title: GENERAL MANAGER

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

(Individual form of Acknowledgment)

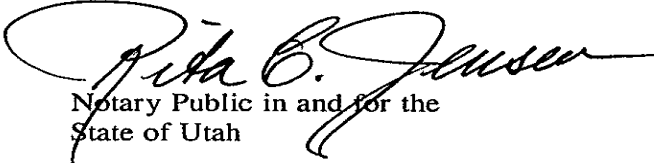
On this _____ day of _____, 20____, personally appeared before me _____ and _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

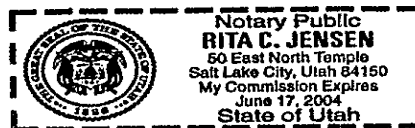
 Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 17th day of January, 2001, personally appeared before me Edwin J. Pond personally known to me to be the Authorized Agent of the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation sole**, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, and that the seal impressed on the within instrument is the seal of said Corporation; and the said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the said Corporation and that said Corporation executed the same.

My commission expires:
6/17 2004


Notary Public in and for the
State of Utah



STATE OF UTAH)
 : ss
COUNTY OF WEBER)

(Corporate Form of Acknowledgment)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, the Grantor named above, and that the foregoing instrument was signed by him/her on behalf of the said corporation, and that he was duly authorized to do the same, and acknowledged to me that the said corporation executed the same.

Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 31 day of January, 2001, personally appeared before me Lance L. Wood the signer of the above instrument, who duly acknowledged to me that he is the manager of CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, the Grantor named above, and that he executed the above instrument on behalf of the District as such manager.

John E. Cardon
Notary Public



CENTRAL WEBER

SEWER IMPROVEMENT DISTRICT WEST WEBER AREA OUTFALL SEWER EASEMENT PLAT

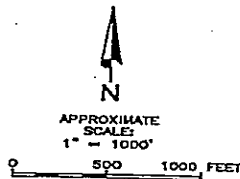
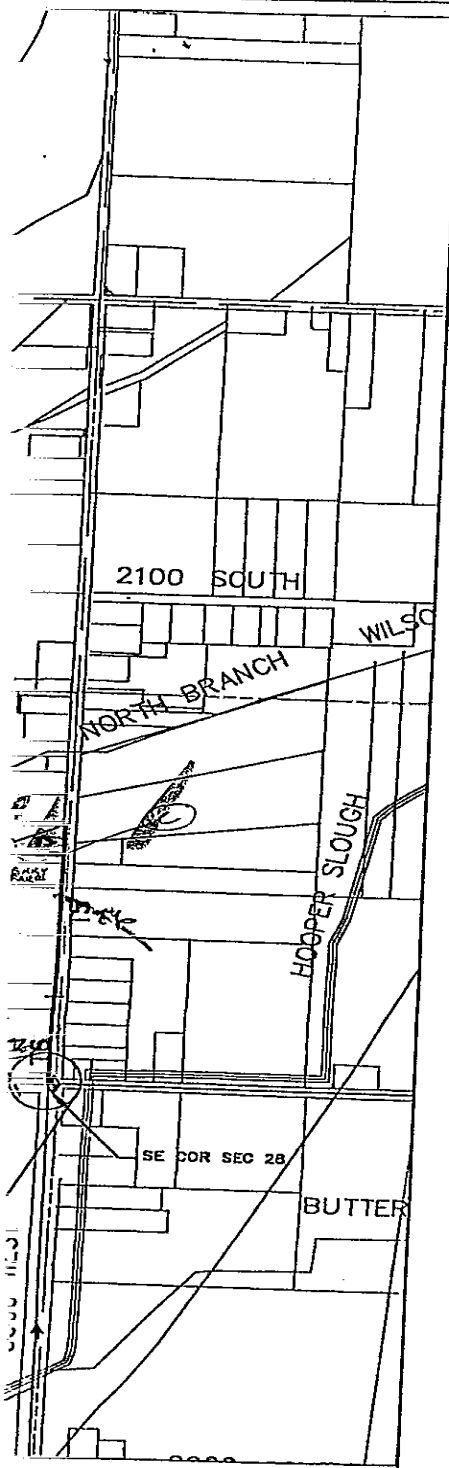
ALL THAT REAL PROPERTY SITUATED IN WEBER COUNTY BEING IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

40
670
A 30 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON RIGHT AND 15 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AS IT CROSSES PRIVATE PROPERTY:

BEGINNING AT A POINT NORTH 18.84 FEET AND EAST 8.54 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE S. 89° 28' 00" E. A DISTANCE OF 1500.00 FEET; THENCE S. 89° 12' 00" E. A DISTANCE OF 2838.00 FEET; THENCE S. 00° 00' 00" E. A DISTANCE OF 835.00 FEET; THENCE S. 90° 00' 00" E. A DISTANCE OF 922.00 FEET; THENCE S. 00° 48' 00" W. A DISTANCE OF 4568.00 FEET; THENCE S. 00° 45' 38" W. A DISTANCE OF 591.78 FEET; SAID POINT ALSO BEING 21.38 FEET WEST, AND 5.89 FEET NORTH OF THE NORTH 1/4 CORNER OF SECTION 28.

BASIS OF BEARING IS THE WEBER CO. COORDINATE SYSTEM.

Thence S 45° 43' 48" E, A DISTANCE OF 683.03'



LEGEND	
SECTION LINE	
W/MONUMENT	
SEWER LINE	
PROPERTY LINE	

TANGENT TABLE		
LABEL	BEARING	DISTANCE
T1	S. 89° 28' 00" E.	1500.00'
T2	S. 89° 12' 00" E.	2838.00'
T3	S. 00° 00' 00" W.	835.00'
T4	S. 90° 00' 00" E.	922.00'
T5	S. 00° 48' 00" W.	4568.00'
T6	S. 00° 45' 38" W.	591.78'

1518'
2700'
670'
T4 S 45° 43' 48" E
683.03'
560'
940'

1750930 BK2115 P61407

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL	WIDTH REQUIRED	
	LEFT	RIGHT
A TO B	100 FEET	100 FEET
C TO D	100 FEET	100 FEET

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

12
C 100 40
12+00
60+08
43+97

CONSTRUCTION SPA,
BEGIN
END
12+00
60+08
43+97

EASEMENTS - LINE B

EXHIBIT

A