

2012012326



C2003-191  
**STORM WATER AND UTILITY  
 EASEMENT AGREEMENT**

E# 2012326 PG1 OF4  
 DOUG CROFTS, WEBER COUNTY RECORDER  
 18-FEB-04 903 AM FEE \$1.00 DEP SGC  
 REC FOR: WEBER.COUNTY.CLERK

**WHEREAS, Buddy C. Favero and Laura A. Favero**, the owners of real property located at Parcels 083940001, 080350031 and 080350012 in Weber County, State of Utah, and described more particularly in Exhibit "A" attached hereto (the "Grantor Property"); and

**WHEREAS**, Weber County, a political subdivision of the State of Utah (the "Grantee"), is installing storm water structures; and

**WHEREAS**, Grantor is willing to grant the necessary easements for construction and maintenance of storm water facilities across the Grantor Property, under the terms and conditions provided herein;

**NOW THEREFORE**, Grantor for good and valuable consideration hereby grants and conveys to the Grantee a one hundred(100) foot easement adjacent to the Hooper Slough for storm water facilities which is needed to reconfigure and maintain the slough.

Grantee, its officers, agents and employees, shall have the right of ingress and egress over and across the Grantor Property and all rights reasonably necessary or incident to the grant of said easement.

Grantor and its successors and assigns shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

No permanent buildings shall be placed on the property granted herein as easement, and Grantee shall not be liable for their removal if they are so placed. Grantor shall not plant trees or install other improvements that would interfere with Grantees access for installation and maintenance, although trees and improvements that do not interfere with the maintenance and function of the slough are encouraged.

After installation and in the event of any subsequent repair, replacement, inspection or maintenance work, Grantee shall restore all fences, ditches, culverts, water control structures and the surface of the ground to substantially the same condition as it was at the start of such work except for plants, trees or improvements which are in violation of this easement.

All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

Dated this 16<sup>th</sup> day of December, 2003.

GRANTOR:

By:

Buddy C. Favero

By:

Laura A. Favero

GRANTEE:

WEBER COUNTY, a political subdivision  
 of the State of Utah

By:

Kenneth A. Bischoff, Chair

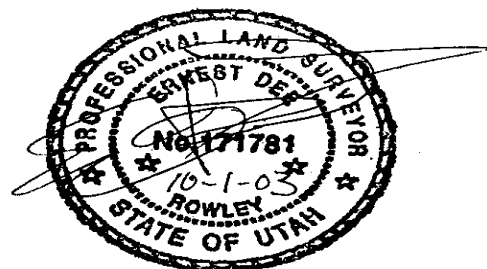
ATTEST:

By:

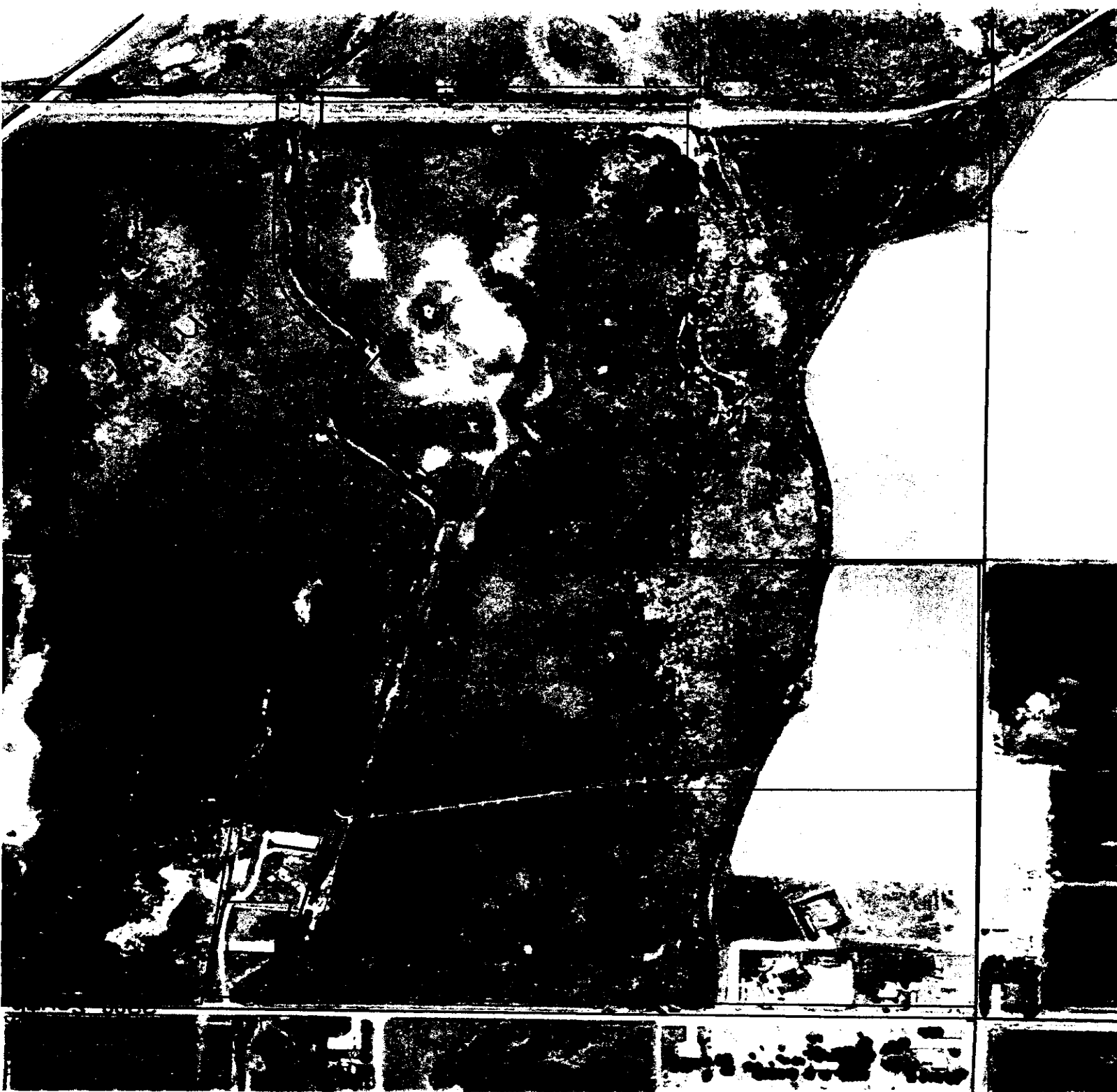
Linda G. Lunceford, CPO  
 Weber County Clerk/Auditor

**EXHIBIT A**

An easement being 100 feet in width, 50 feet on each side of the following described center line; said center line being located in the Northwest Quarter of Section 4, Township 5 North, Range 2 West, Salt Lake Base and Meridian, to wit:  
Commencing at a point located 33.00 feet South 00°16'26" West and 1573.00 feet South 89°16'10" East, from the Northwest Corner of said Section 4, said point being on the south right-of-way line of 3300 South street;  
RUNNING thence South 29°40'08" West 158.26 feet, the right-of-way lines are to be extended or trimmed to and along the south right-of-way line of said 3300 South street;  
thence South 13°53' West 391.25 feet;  
thence South 119.90 feet;  
thence South 13°54'18" West 656.50 feet, more or less, to the sixteenth section line of said Section 4, said line being the south property line as deeded and recorded in Book 1788 Page 2176 of the deed records of Weber County, Utah, said point being the point of terminus.



Fauers  
Easement



E4 2012326 PG3 OF4



E# 2012326 PG4 OF4