



"W2202946"

E# 2202946 PG 1 OF 13  
DOUG CROFTS, WEBER COUNTY RECORDER  
23-AUG-06 103 PM FEE \$1.00 DEP KKA  
REC FOR: WEST HAVEN SPECIAL SERVICE DIS

**WEST HAVEN SPECIAL SERVICE DISTRICT  
EASEMENT AGREEMENT**

This AGREEMENT AND GRANT OF EASEMENT made this 24<sup>th</sup> day of September, 2003,  
by and between West Haven Special Service District, its assigns and the following individual(s),  
hereinafter referred to as Grantors:

Stokes, Don N. & Linda D. Stokes; Wall, Joyce Lavon Stokes & La Mar Ross Wall

West Haven Special Service District (office located at 2440 South 2050 West, West Haven,  
Utah 84401), a Service District organized and existing under the laws of the state of Utah, is in the  
process of developing and constructing a wastewater collection system (sewer) to serve the residents  
of the City of West Haven.

NOW, THEREFORE, for and in consideration of the sum of five hundred Dollars and other  
good and valuable consideration in hand paid, receipt of which is hereby acknowledged, owners of  
various parcels of land, the undersigned, hereinafter referred to as Grantor, do hereby grant and  
convey unto West Haven Special Service District, hereafter referred to as Grantee, a temporary  
construction easement of fifty (50) feet which shall overlap by thirty (30) feet a permanent easement  
which will not exceed twelve (20) feet, to survey, clear and excavate for, lay, construct, operate,  
inspect, maintain, protect, repair, replace or remove sewer utility pipeline (sewer) and appurtenances  
only for the transportation of waste water and waste materials to which can be transported through  
said sewer pipeline along a route on, under, across and through the following described land owned

by the Grantor (see Exhibit "1" attached), together with the right of ingress and egress to and from said easement over existing roads, situate on the County of Weber, State of Utah to wit:

See Exhibit "2" Attached hereto and by this reference made a part hereof:

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Utah.

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

1. Grantee shall be totally responsible for disposing of all trees, stumps, and roots and other debris unless the Grantor agrees in writing to assume responsibility for removal of all debris from clearing and grubbing the construction site.
2. Grantee shall backfill any trench and grade out the disturbed easement areas and return the area to the original condition which includes topsoil prior to construction. Grantee shall keep and maintain the sewer pipeline and backfill thereon in a good and workmanlike condition pursuant to pipeline construction.
3. 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.
4. Grantee shall fully pay for all materials joined or affixed to and labor performed upon said right of way and said other lands in connection with the construction, maintenance, repair, renewal or reconstruction of the sewer pipeline, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement or other lands for any work done or materials furnished thereon at the instance or request or on behalf of Grantee; and

Grantee shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

5. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damage grows out of, or arises because of the existence of the sewer pipeline or the operation, construction, maintenance, repair, renewal, modification, reconstruction, or removal of the sewer pipeline or any part thereof, or the contents therefrom or therein, provided, however, that the foregoing shall not apply to liability, loss, damage, claims, demands, costs and expenses to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents.

6. Grantor shall have the right to construct and maintain fences over and across the easement herein granted, as it may find necessary in operation of its business; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any other building or other improvement over or across the right of way, or change its contour without the written consent of Grantee.

7. Grantee shall pay reasonable damages for any injury to any and all improvements on said lands, including growing crops and native grasses, which injury may be caused by Grantee, its agents, employees or contractors; and Grantee shall use diligence and cooperate with Grantor in all respects so as to interfere as little as possible with Grantor's operations; Grantee shall reimburse

Grantor for any livestock loss sustained by such Grantor resulting from Grantee's activities on the a fore described lands.

8. Grantee shall restore to original or better condition bridges and current irrigation paths such as streams, creeks and ditches that may be damaged due to construction or heavy equipment.

9. Grantee shall be responsible for necessary fencing specified to contain livestock during construction and shall restore existing permanent fences to original or better condition following construction. Grantee shall not maintain upon the lands within this easement fences or other structures which will retard or prevent livestock from grazing the lands covered by this easement, without the written permission of Grantor.

10. Grantee shall lay, bury and maintain said sewer pipeline so it will avoid:

- interference with the present use of any ditch or roadway,
- interference with the present use of the surface of said premises,
- damage to existing springs and if such damage occurs, Grantee shall restore springs to original water supply as well as restore culinary water provided by springs,
- damage to existing septic tanks and connecting drain fields so as not to disrupt service to existing homes and if such damage occurs, Grantee will repair and restore septic tank or connecting drain to the satisfaction of the Grantor.

11. Other good and valuable consideration shall include:

11.1 Grantor shall consult with Grantee regarding manhole locations.

11.2 Grantee shall provide the complete installation of the sewer hook-up for three houses located at 3<sup>5</sup>/<sub>40</sub> S., 3575 S., and 3594 S. Midland Dr. This includes pumping the septic tank and filling the tank with sand.

11.3 The WHSSD shall waive the Impact fee for building located on parcel 08-

006-005 when the sewer comes available. Only if owned by Don Stokes.

12. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer pipeline for transportation of water, waste matter, or products therefore, but should such use terminate and Grantee, its successors or assigns, fail to use line for a period of twenty-four (24) consecutive calendar months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its sewer pipeline and all of its fixtures, appurtenances and other property within the said easement, and shall remove the same within six (6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said sewer pipeline and all of the other property of Grantee, its successors or assigns, within said easement shall become and remain the property of Grantor, and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused Grantor thereby; such restoration shall include reseeded said ground to present conditions.

13. All rights herein granted are subject to all rights of way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights of way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such right of way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

14. The rights and permission granted thereunder are granted only for the purpose stated herein. The rights and permission granted thereunder are granted only to Grantee and Grantee's

agents, employees or contractors and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

15. Grantor reserves the right to use the lands covered thereunder for its own purposes, so long as such use does not interfere with the Grantee's use thereof.

16. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of Thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision thereunder shall survive such termination.

17. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys fees incurred in enforcing the terms of this agreement.

18. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right of privilege, but the same shall continue and remain in full force and effect.

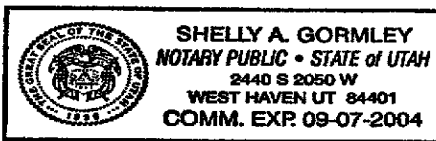
19. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

20. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt written notice of any such assignment to Grantor or its successor or assigns.

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

West Haven Special Service District

By: Robert W. Holmes  
Board Chairman



GRANTORS:  
[Signature]  
Grantor

[Signature]  
Grantor

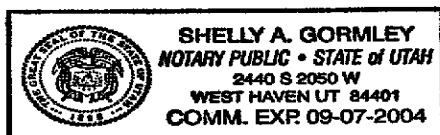
STATE OF UTAH )  
 ) : ss.  
COUNTY OF WEBER )

On the 24<sup>th</sup> day of September, 2003 personally appeared before me Robert Holmes, who being sworn by me did say that he is the Chairman of the West Haven Special Service District, and acknowledged before me that he executed the foregoing on behalf of the West Haven Special Service District.

Shelley A. Gormley  
NOTARY PUBLIC

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

On the 24<sup>th</sup> day of September, 2003 personally appeared before me Don & Lenda Stokes, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



Shelley A. Gormley  
NOTARY PUBLIC



**EXHIBIT 1**

PROPERTY DESCRIPTION (08-028-0002) *SC*

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 539.69 FEET NORTH ALONG THE QUARTER SECTION LINE AND NORTH 45D27'30" WEST 139.73 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING 290.4 FEET SOUTH 45D27'30" EAST FROM THE SOUTHEASTERLY LINE OF MIDLAND DRIVE, AND RUNNING THENCE SOUTH 44D32'30" WEST 150 FEET PARALLEL TO MIDLAND DRIVE, THENCE NORTH 45D27'30" WEST 290.4 FEET TO THE SOUTHEASTERLY LINE OF MIDLAND DRIVE, THENCE NORTH 44D32'30" EAST 150 FEET ALONG MIDLAND DRIVE, THENCE SOUTH 45D27'30" EAST 290.4 FEET TO BEGINNING. CONTAINING 1.0 ACRES.

ALSO,

PROPERTY DESCRIPTION (08-028-0012) *U*

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 539.69 FEET NORTH ALONG THE QUARTER SECTION LINE AND NORTH 45D27'30" WEST 139.73 FEET AND SOUTH 44D32'30" WEST 300 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; SAID POINT BEING SOUTH 45D27'30" EAST 290.4 FEET FROM THE SOUTHEASTERLY LINE OF MIDLAND DRIVE; RUNNING THENCE NORTH 45D27'30" WEST 290.4 FEET TO THE SOUTHEASTERLY LINE OF MIDLAND DRIVE; THENCE SOUTH 44D32'30" WEST 210 FEET; THENCE SOUTH 45D27'30" EAST 665 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE EAST 180 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 130 FEET TO A POINT SOUTH 45D27'30" EAST OF THE PLACE OF BEGINNING; THENCE NORTH 45D27'30" WEST 420 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. CONTAINING 3.65 ACRES, M/L. TOGETHER WITH A 1 ROD RIGHT-OF-WAY ADJOINING SAID PROPERTY ON THE EAST.

ALSO,

PROPERTY DESCRIPTION (08-028-0015) *y*

PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 539.69 FEET NORTH ALONG THE QUARTER SECTION LINE AND NORTH 45D27'30" WEST 139.73 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING 290.4 FEET SOUTH 45D27'30" EAST FROM THE SOUTHEASTERLY LINE OF MIDLAND DRIVE, AND RUNNING THENCE NORTH 44D32'30" EAST 70 FEET PARALLEL TO MIDLAND DRIVE, THENCE NORTH 45D27'30" WEST 290.4 FEET TO SAID DRIVE, THENCE SOUTH 44D32'30" WEST 70 FEET ALONG SAID DRIVE, THENCE SOUTH 45D27'30" EAST 290.4 FEET TO THE PLACE OF BEGINNING.

ALSO,

PROPERTY DESCRIPTION (08-028-0017) *RX* ✓

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 810 FEET WEST FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST ALONG THE SECTION LINE TO A POINT THAT IS 245.15 FEET EAST OF THE EAST LINE OF MIDLAND DRIVE; THENCE NORTH 45D31'27" WEST 177.34 FEET TO THE EAST LINE OF MIDLAND DRIVE, THENCE NORTHEASTERLY ALONG SAID EAST LINE OF MIDLAND DRIVE 30.74 FEET, THENCE SOUTH 45D27'30" EAST 200 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

PROPERTY DESCRIPTION (08-028-0023) *y*

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 539.69 FEET NORTH ALONG THE QUARTER SECTION LINE AND NORTH 45D27'30" WEST 139.73 FEET AND SOUTH 44D32'30" WEST 150 FEET AND NORTH 45D27'30" WEST 145.2 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING SOUTH 45D27'30" EAST 145.2 FEET FROM THE SOUTHEASTERLY LINE OF MIDLAND DRIVE; RUNNING THENCE SOUTH 44D32'30" WEST 150 FEET; THENCE NORTH 45D27'30" WEST 145.2 FEET TO THE SOUTHEASTERLY LINE OF MIDLAND DRIVE; THENCE NORTH 44D32'30" EAST 150 FEET ALONG

MIDLAND DRIVE; THENCE SOUTH 45D27'30" EAST 145.2 FEET TO BEGINNING.

ALSO,

PROPERTY DESCRIPTION (08-028-0050) <sup>7</sup>

PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 539.69 FEET NORTH ALONG THE QUARTER SECTION LINE AND NORTH 45D27'30" WEST 139.73 FEET (TO A POINT SOUTH 45D27'30" EAST 290.4 FEET FROM THE SOUTHEASTERLY LINE OF MIDLAND DRIVE) AND SOUTH 44D32'30" WEST 510 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 45D27'30" WEST 290.4 FEET TO THE SOUTHEASTERLY LINE OF MIDLAND DRIVE; THENCE SOUTH 44D32'30" WEST 386.42 FEET ALONG SAID MIDLAND DRIVE; THENCE SOUTH 44D12'55" EAST 49.74 FEET, THENCE SOUTH 25D28'46" EAST 103.57 FEET, THENCE SOUTH 11D52'20" EAST 66.66 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 655 FEET, MORE OR LESS, TO A POINT SOUTH 45D27'30" EAST OF THE PLACE OF BEGINNING; THENCE NORTH 45D27'30" WEST 380 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

PROPERTY DESCRIPTION ~~(08-028-0059)~~

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE, SAID POINT BEING SOUTH 89D11'20" EAST 1498.86 FEET AND NORTH 44D28'33" EAST ALONG SAID RIGHT OF WAY LINE 200.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION (BASIS OF BEARINGS BEING NORTH 00D51'40" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION); THENCE NORTH 44D28'33" EAST ALONG SAID RIGHT OF WAY LINE 73.58 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE SOUTH 44D12'55" EAST 49.74 FEET, SOUTH 25D28'46" EAST 103.57 FEET AND SOUTH 11D52'20" EAST 66.66 FEET; THENCE NORTH 45D31'27" WEST 202.52 FEET TO THE POINT OF BEGINNING

*PL 08-028-0017*

**EXHIBIT 2**

*08-028-0058, 0001, 0032*

A **Permanent sewer line easement** 20 feet wide more or less; situated in the Northwest quarter of section 2, township 5 north, range 2 west, Salt Lake Base and Meridian; and bounded on the Northwest by the Southeast right of way line of Midland drive 10' left more or less and by a line on the Southeast 10' feet right of the following described centerline:

Beginning at a point which is South 0°51'40" West 13.42 feet along the West section line, and South 89°08'20" East 1499.32 feet more or less from the West quarter corner of Section 2, Township 5 North, Range 2 West, and running thence:

North 45°15'19" East 1063.48 feet; North 0°36'20" East 33.16 feet more or less to the Southeast right of way line of Midland drive.

**Temporary Construction Easement**

Same as said permanent sewer line easement, but being fifty (50) feet wide into said parcels. To be used only during construction of sewer line.

