

**After Recording, return to:**

Jordanelle Special Service District  
P.O. Box 519  
10420 North Jordanelle Blvd., Suite A  
Heber City, Utah 84032

Ent 240032 Bk 0573 Pg 0737-0742  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2002 AUG 27 3:31pm Fee No Fee MWC  
FOR JORDANELLE SPECIAL SER DIST

**JORDANELLE SPECIAL SERVICE DISTRICT  
ROADWAY AND UTILITY EASEMENT AGREEMENT**

This AGREEMENT AND GRANT OF EASEMENT made this 23 day of OCT., 2000, by and between Jordanelle Special Service District, hereinafter referred to as "District," its successors and assigns and the following individual (s) or entities: RICHARD VANDEN AKKER, DENNIS VANDEN AKKER, JOEL VANDEN AKKER, JILL V. MARTIN hereinafter referred to as "Grantor(s)."

Jordanelle Special Service District (office located at 10420 North Jordanelle Blvd., Suite A, P.O. Box 519, Heber City, Utah 84032), a Service District organized and existing under the laws of the State of Utah, is in the process of developing and constructing roadways, a culinary and irrigation water system (water), a wastewater collection system (sewer) and other necessary utility systems to serve the property owners and/or residents of the District.

NOW, THEREFORE, in consideration of the benefit received by the Grantor for the future installation of roadways and/or utilities to service Grantor's property, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor, as the owner or authorized agent of the owner, of the parcel of land herein described, does hereby grant and convey unto District, the following Easements:

1. A permanent easement, as described on the attached Exhibit "A", incorporated herein by reference, to survey, clear and excavate for, lay, construct, operate, inspect, maintain, protect, repair, replace or remove water system facilities, wastewater system facilities, maintenance roads, and any other public utility deemed necessary by Jordanelle Special Service District along a route on, under, across and through the subject property.

**EASEMENT**

2. A temporary construction easement, as shown on the attached Exhibit "A," during the initial construction of the roadway, sewer, water, water system facility, or other public utility, and appurtenances belonging to such improvements or utilities, for the accommodation of construction equipment, materials and excavated earth. The temporary construction easement for construction use of those portions of the property as may lie outside the boundaries of the permanent easement shall cease and terminate immediately following the completion of construction, final inspection, acceptance of the construction by JSSD, and upon full performance by District of the conditions and covenants set forth in this agreement related to the temporary easement.

3. A permanent easement, as described on the attached Exhibit "A," for the purpose of ingress and egress to the utilities constructed on the subject property for the purpose of

maintaining, repairing and keeping the facilities in good condition.

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

1. With respect to the temporary construction easement, District shall cause to be removed from the temporary construction easement parcel, all debris, surplus material, and construction equipment and shall leave such property in a neat and presentable condition following completion of construction of the improvement.

2. With respect to the temporary construction easement, District shall backfill any trench and grade out the disturbed easement areas and return the area to approximately the original condition which it was in prior to construction.

3. This easement shall be non-exclusive. Grantor may grant other easements, including but not limited to other utility easements on the same property; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any building or other improvement, including other utilities, over or across the permanent easement described herein or otherwise alter the property which is subject to the permanent easement in a manner which will in any way unreasonably interfere with District's ability to construct, operate, maintain, repair, or replace its facilities or other utilities, or any part thereof, without written consent of the District. District shall have the right to remove any such building or other improvement built upon the permanent easement without the prior written consent of the District.

4. Waiver by either Grantor or District 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 and shall not be deemed a modification of this Agreement; the failure of either Grantor or District to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or the 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.

5. This Agreement and Grant of Easement constitutes the entire agreement between the parties with respect to this easement. Modifications to this Agreement and Grant of Easement shall be in writing, signed by both parties.

6. This Agreement and Grant of Easement shall be interpreted and construed according to the laws of the State of Utah.

7. This Agreement and Grant of Easement shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

8. The signers of this Agreement and Grant of Easement acknowledges and warrants

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that they are the legally authorized agent or representative of the respective parties, with full legal authority to sign on behalf of, and bind, the respective parties.

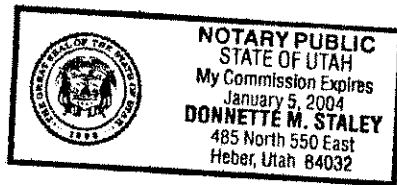
IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

Jordanelle Special Service District

By: [Signature]  
District Manager

STATE OF UTAH )  
:SS.  
COUNTY OF WASATCH )

On the 30 day of <sup>Oct.</sup> ~~May~~, 2000, personally appeared before me Dan H. Matthews, who being sworn by me did say that he is the District Manager of Jordanelle Special Service District, and acknowledged before me that he executed the foregoing on behalf of Jordanelle Special Service District.



[Signature]  
NOTARY PUBLIC

GRANTOR(S):

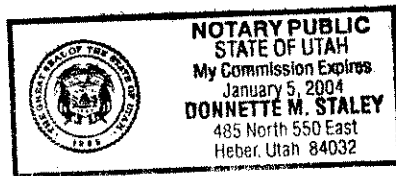
x [Signature]  
x [Signature]  
x [Signature]  
x [Signature]

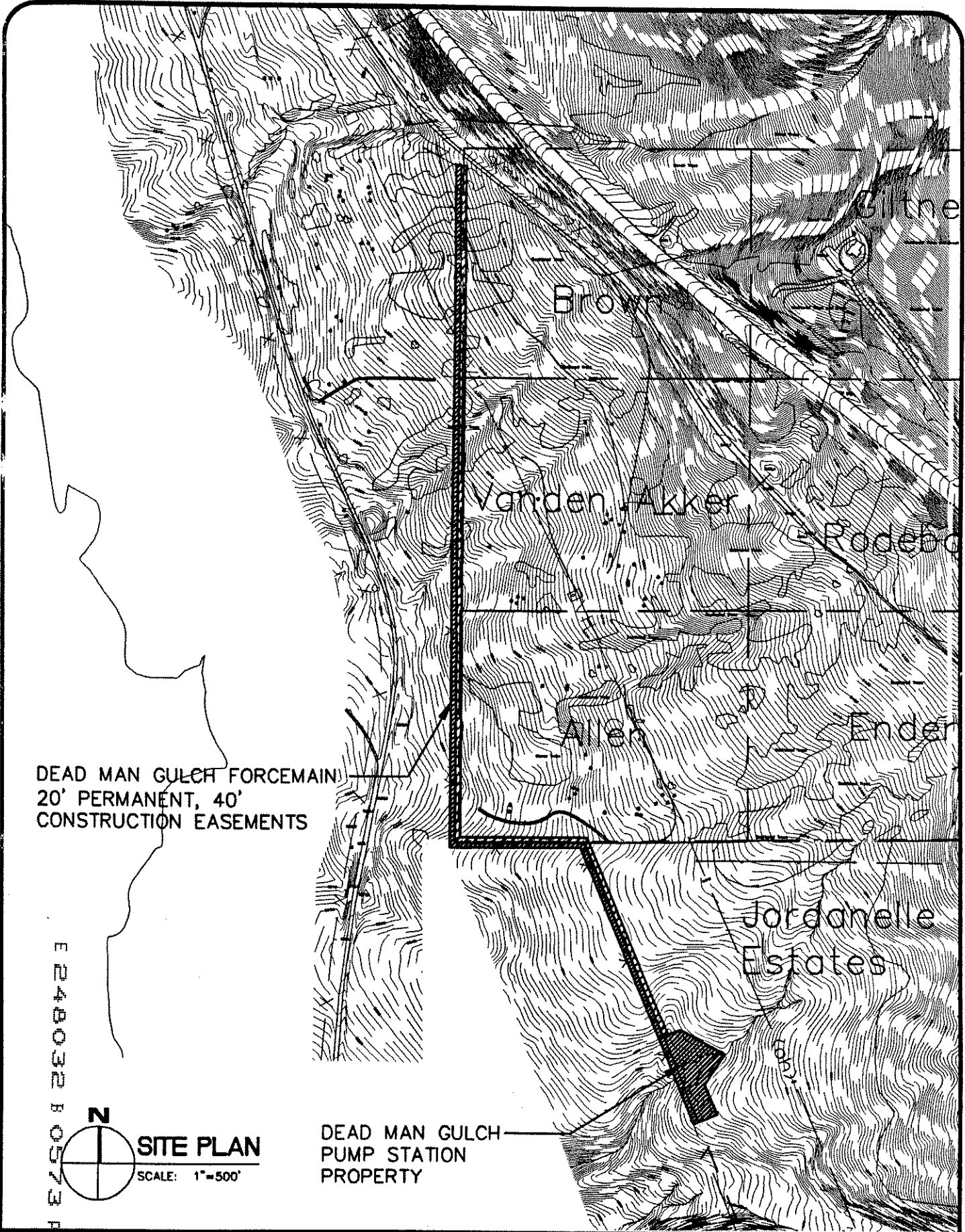
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STATE OF UTAH )  
:SS.  
COUNTY OF Wasatch )

On the 30 day of <sup>Oct.</sup> ~~May~~, 2000 personally appeared before me the above grantors, the signer(s) of the above instrument, who duly acknowledge to me that they executed the same.

[Signature]  
NOTARY PUBLIC





DEAD MAN GULCH FORCEMAIN  
 20' PERMANENT, 40'  
 CONSTRUCTION EASEMENTS

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**SITE PLAN**  
 SCALE: 1"=500'

DEAD MAN GULCH  
 PUMP STATION  
 PROPERTY

FILE = J:\J321399\DESIGN\DWGS\DM1-F1.DWG 07/20/99



Stantec Consulting Inc.  
 3995 S 700 E Ste. 300  
 Salt Lake City, UT  
 84107-2540  
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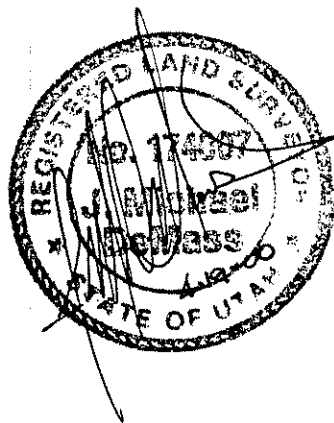
**JORDANELLE SPECIAL  
 SERVICE DISTRICT**  
**AREA A SEWER**

**PROPERTY/EASEMENTS PLAN**  
**DEAD MAN GULCH**

## 20.00' Wide Utility Easement Centerline Description

Beginning at a point which is  $N89^{\circ}32'41''E$  along the Section Line 1318.73 feet and  $S00^{\circ}27'19''E$ , 70.55 feet from the Northwest Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence parallel with and perpendicularly adjacent to an existing fence line being 10.00 either side of the following described centerline:  $S00^{\circ}24'55''W$ , 2577.24 feet; thence  $N89^{\circ}19'52''E$ , 496.88 feet; thence  $S22^{\circ}23'25''E$ , 809.55 feet to the Northerly line of the pump station property. Basis of bearing is between the Northwest Corner and the Northeast Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said bearing being  $N89^{\circ}32'41''E$ .

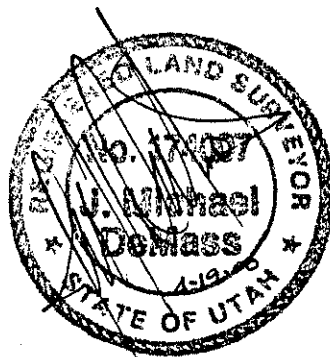
OWC-0098-2



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## Temporary Construction Easement Legal Description

A temporary 40.00 foot wide construction easement being more particularly described as follows: Beginning at a point on a fence line said point being  $N89^{\circ}32'41''E$  along the Section Line, 1308.73 feet and  $S00^{\circ}27'19''E$ , 70.40 feet from the Northwest Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence  $S89^{\circ}35'05''E$ , 40.00 feet; thence  $S00^{\circ}24'55''W$ , 2546.67 feet; thence  $N89^{\circ}19'52''E$ , 486.65 feet; thence  $S22^{\circ}23'25''E$ , 830.81 feet to the Northerly line of the pump station property; thence  $S69^{\circ}21'12''W$  along said Northerly line, 40.02 feet to an existing fence line; thence Northerly along said existing fence line the following courses:  $N22^{\circ}23'25''W$ , 802.47 feet; thence  $S89^{\circ}19'52''W$ , 500.29 feet; thence  $N00^{\circ}24'55''E$ , 2587.43 feet to the point of beginning. Basis of bearing is between the Northwest Corner and the Northeast Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said bearing being  $N89^{\circ}32'41''E$ .



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