



W2732952

When Recorded Return to:
Taylor-West Weber Water Improvement District
2815 W 3300 S
West Haven, UT 84401-9791

EH 2732952 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
28-APR-15 455 PM FEE \$1.00 DEP JKC
REC FOR: TAYLOR WEST WEBER WATER

EASEMENT

For and in consideration of Ten DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the Taylor-West Weber Water Improvement District, created, organized and existing under the laws of the State of Utah having its principal place of business at 2815 West 3300 South, West Haven, County of Weber, State of Utah, hereinafter referred to as "GRANTEE," paid to X _____, the owner(s) of certain real property located in Weber County, Utah, hereinafter collectively and individually referred to as "GRANTOR"; GRANTOR HEREBY GRANTS, WARRANTS AND CONVEYS unto GRANTEE, its successors and assigns, a perpetual easement and right-of-way for the purpose of, but not limited to, installation, construction, operation, repair, removal, replacement, inspection, protection and maintenance of one or more water or storm drain pipelines along with the necessary accessories and appurtenances used in connection therewith (hereinafter called "Facilities"), together with the right to enter upon GRANTOR'S premises for such purposes, in, on, over, under, through, and along said portion of the land of GRANTOR or so much thereof as is traversed by the following easement and right-of-way located in Weber County, Utah, which is more particularly described as follows:

See Exhibits "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, in perpetuity, with the right of ingress and egress in GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods (including installation, repair, removal, replacement and maintenance activities), GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said easement and right-of-way as may reasonably be necessary in connection with the subject Facilities. GRANTEE or any contractor performing the work for GRANTEE shall restore all property through which the work traverses to substantially its original condition or as close thereto as is reasonably possible, except that restoration of base course and concrete work for any and all curbing and sidewalks damaged during said construction activities within or immediately adjacent to the described easement, along with the immediately adjoining landscaping (as necessary for base course placement and concrete formwork) and cleanup of said base course preparation and concrete work shall be the sole responsibility of the GRANTOR.

GRANTOR shall not build or construct or cause or allow to be built or constructed within, over or across the easement and right-of-way described herein any permanent or temporary buildings or structures, other than sidewalks or landscape curbing, 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, or change the contour thereof more than 3 feet without the prior written consent of GRANTEE, in GRANTEE'S sole discretion.

* Midland Partners One, LLC
Caradon II, LLC
Evergreen Holding, LLC

GRANTOR may use the subject Premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the Facilities or with the distribution and conveyance of water through said Facilities, or any other rights granted to the GRANTEE hereunder.

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 and may be assigned in whole or in part by GRANTEE..

IN WITNESS WHEREOF, the Grantor has executed this Easement this 28 day of April, 2015.

County Parcel Nos. 08-028-0077, 08-022-0090, 08-022-0089

Easement Area: 22,194 S.F. OR 0.509 ACRES

GRANTOR:

[Signature]
Signature

Neil Wall, Manager
Printed Name, Title

EVERGREEN HOLDINGS, LLC

State of Utah)
 §
County of DAVIS)

On this 28 day of April, 2015, personally appeared before me Neil Wall, whose identity is personally known to me

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MANAGER of Evergreen Holding LLC

(Title or Office) (Name of Corporation)
and that said document was signed by him/her in behalf of said *Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Neil Wall acknowledged to me that said *Corporation executed the same.

Judy Shupe
Notary Public



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County Parcel Nos. 08-028-0077, 08-022-0090, 08-022-0089

Easement Area: 22,194 S.F. OR 0.509 ACRES

GRANTOR:

[Signature]
Signature

Neil Wall, Manager
Printed Name, Title

EVERGREEN HOLDINGS, LLC

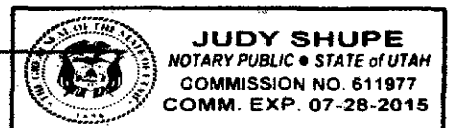
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)
County of DAVIS)

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Judy Shupe
Notary Public



GRANTOR: *Don Stokes*
Signature

Don Stokes
Printed Name, Title

CLARADON V. LLC

State of Utah)
County of Davis)

On this 28 day of April, 2015, personally appeared before me
Don Stokes, whose identity is personally known to me

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did
say that he/she is the Member of Claradon V, LLC

and that said document was signed by him/her in behalf of said *Corporation by
Authority of its Bylaws, or (Resolution of its Board of Directors), and said
Don Stokes acknowledged to me that said *Corporation executed the
same.

STATE OF UTAH NOTARY PUBLIC
JENNY WALL
COMMISSION # 681763
MY COMMISSION EXPIRES:
03-28-2019

Jenny Wall
Notary Public

GRANTOR:

Don Stokes
Signature

Don Stokes
Printed Name, Title

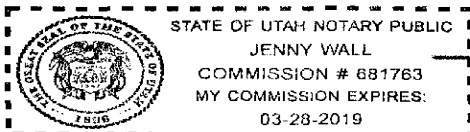
CLARADON V, LLC

State of Utah)
County of Davis)

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Jenny Wall
Notary Public

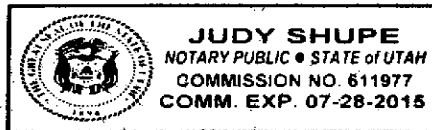
GRANTOR:

[Signature]
Signature

Neil Wall, Manager
Printed Name, Title

MIDLAND PARTNERS ONE, LLC

State of Utah)
County of DOUGLAS)



On this 28 day of APRIL, 2015, personally appeared before me
Neil Wall, whose identity is personally known to me
(name of document signer)

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did
say that he/she is the MANAGER of Midland Partners LLC
(Title or Office) (Name of Corporation)

and that said document was signed by him/her in behalf of said *Corporation by
Authority of its Bylaws, or (Resolution of its Board of Directors), and said
Neil Wall acknowledged to me that said *Corporation executed the
(name of document signer)
same.

Judy Shupe
Notary Public

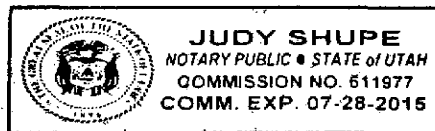
GRANTOR:

[Signature]
Signature

Neil Wall - Manager
Printed Name, Title

MIDLAND PARTNERS ONE, LLC

State of Utah)
)
County of DAVIS)



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same.

Judy Shupe
Notary Public



"EXHIBIT A"
LEGAL DESCRIPTION
15' UTILITY EASEMENT

PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

A 15 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT, SAID POINT BEING S00°51'40"W 2619.05 FEET AND S89°08'20"E 1562.26 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S45°56'11"E 221.68 FEET TO A POINT 7.5' PERPENDICULARLY NORTH OF THE GRANTOR'S SOUTH PROPERTY LINE; THENCE ALONG A LINE 7.5' PERPENDICULARLY NORTH OF AND PARALLEL WITH SAID SOUTH PROPERTY LINE THE FOLLOWING 3 COURSES: ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 231.33 FEET, A RADIUS OF 770.50 FEET, A CHORD BEARING OF S85°23'56"E, AND A CHORD LENGTH OF 230.46 FEET; THENCE TO A POINT 7.5' PERPENDICULARLY WEST OF THE GRANTOR'S EAST PROPERTY LINE N86°00'00"E 512.68 FEET TO A POINT 7.5' PERPENDICULARLY WEST OF THE GRANTOR'S EAST PROPERTY LINE; THENCE ALONG A LINE 7.5' PERPENDICULARLY WEST FROM AND PARRALLEL WITH SAID EAST PROPERTY LINE N77°38'44"E 203.42 FEET; THENCE N00°41'05"E 196.71 FEET; THENCE N89°26'20"W 113.75 FEET TO THE POINT OF TERMINUS. THE SIDES OF SUCH EASEMENT ARE EXTENDED OR TERMINATED AT GRANTOR'S PROPERTY.

CONTAINING 22,194 S.F. OR 0.509 ACRES



**"EXHIBIT A"
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15' UTILITY EASEMENT**

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CONTAINING 22,194 S.F. OR 0.509 ACRES

08-022-0090 A LK
08-022-0089
08-028-0079