



\*W3248729\*

WHEN RECORDED, MAIL TO:  
Dinsdale Water Company, Inc  
c/o Stacey Kunz  
531 East 17<sup>th</sup> Street  
Ogden, Utah 84404

E# 3248729 PG 1 OF 10  
Leann H. Kilts, WEBER COUNTY RECORDER  
03-Aug-22 1100 AM FEE \$40.00 DEP TN  
REC FOR: OLD REPUBLIC TITLE (LAYTON)  
ELECTRONICALLY RECORDED

Parcel No: 12-125-0020  
12-125-0022  
12-125-0023

## 15-FOOT WIDE PERPETUAL PIPELINE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Parkridge, Inc.** (hereinafter referred to as “**Grantor**”), a Utah Company, hereby grants and conveys unto **Dinsdale Water Company, Inc.**, a Utah non-profit corporation (“**Grantee**”), a perpetual right-of-way and accompanying easement (hereinafter, the “**Easement**”), which is located on Weber County parcel no. 12-125-0020, 12-125-0022 and 12-125-0023 (“**Grantor’s Property**”)

### I. LEGAL DESCRIPTION

The Easement is more particularly described as follows:

A 15.00-foot-wide Irrigation Easement across a portion of 12-125-0023 and when combined into a new parcel shall include 12-125-0020 and 12-125-0022, more particularly as depicted on the recorded plat. The easement shall be 15 wide from the east property line to the west and the north property line to the south whence the line runs.

A property exhibit (“**Exhibit A**”) depicting is attached and incorporated herein.

### II. RUNS WITH THE LAND

All provisions of the Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit, obligation and use of the successors and assigns of the Parties hereto.

### III. GENERAL CONDITIONS

The Easement vests in Grantee a right of unimpaired ingress and egress to and from, across, on, under, and through Grantor’s Property as reasonably needed for Grantee to access, operate, maintain, protect, repair, inspect, patrol, alter, remove, and replace, if needed, a pipeline for the transportation of water, along with any appurtenances and other equipment and facilities reasonably incidental thereto (the pipeline and all such appurtenances are collectively referred to herein as the “**Pipeline**”). In exchange for the Easement, Grantee releases, relinquishes, surrenders, and abandons any and all other easements, sub-easements, licenses, covenants, conditions, restrictions, and other rights and claims of any kind that it may have to Grantor’s Property.

Grantor reserves the right to the use and enjoyment of the Grantor's Property except for the rights granted to Grantee herein, provided that such use and enjoyment will not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder.

Improvements, including grass and dryscaping will cross the Easement, as depicted in Exhibit B (collectively, "**the Improvements**"). Utilities, sidewalks, curbs, and gutters may be installed, operated, and maintained within the Improvements with the Company's prior approval and will not constitute an encroachment pursuant to the following:

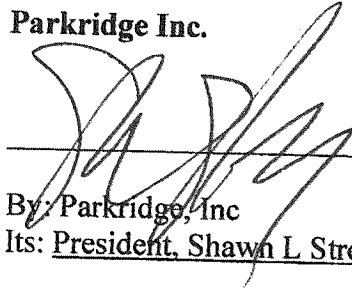
1. The portions of the Easement that intersect with the Improvements will be non-exclusive but the Company will have exclusive use of the Pipeline;
2. No utilities may be installed above the Pipeline and all utilities that intersect with the Pipeline must be installed beneath the Pipeline in a manner that will not interfere with, or cause damage to, the Pipeline, provided that power, gas, and communication utility infrastructure may be installed above the Pipeline if such infrastructure is installed outside of the roadway and is located behind curbs and sidewalks;
3. Grantee must provide its prior written approval before the Pipeline may be moved, altered, or modified in anyway by any person or entity accessing the Improvements, provided that Grantee will not unreasonably withhold, condition, or delay its approval;
4. For the purposes of the Easement, the term "utilities" means electricity, gas, water, sewage, cable, telecommunications, and other such services reasonably needed for a residential subdivision;
5. All other provisions of this Easement not in conflict with this Section will apply to the Improvements; and
6. Grantor will be responsible for paying for any and all reasonable costs associated with repairing or replacing any portion of the Improvements that Grantee needs to remove, damage, or otherwise modify to access the Easement and Pipeline; (b) except in cases of emergency, Grantee will provide reasonable notice to Grantor prior to conducting any activities that will remove, damage, or otherwise modify the Improvements; (c) Grantee will take reasonable steps to minimize the impacts of its activities on the Improvements if such steps will not increase Grantee's costs or liability; and (d) Grantee will have no obligation whatsoever regarding the operation and maintenance of the Improvements.

[execution on following page – remainder of page left blank intentionally]

EXECUTED THIS 7 day of Jan, 2022.

**GRANTOR:**

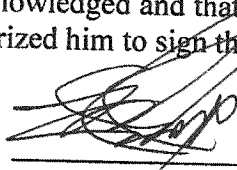
**Parkridge Inc.**

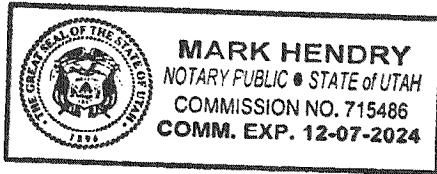
  
By: Parkridge, Inc  
Its: President, Shawn L Strong

State of Utah )  
:SS

County of DAVIS )

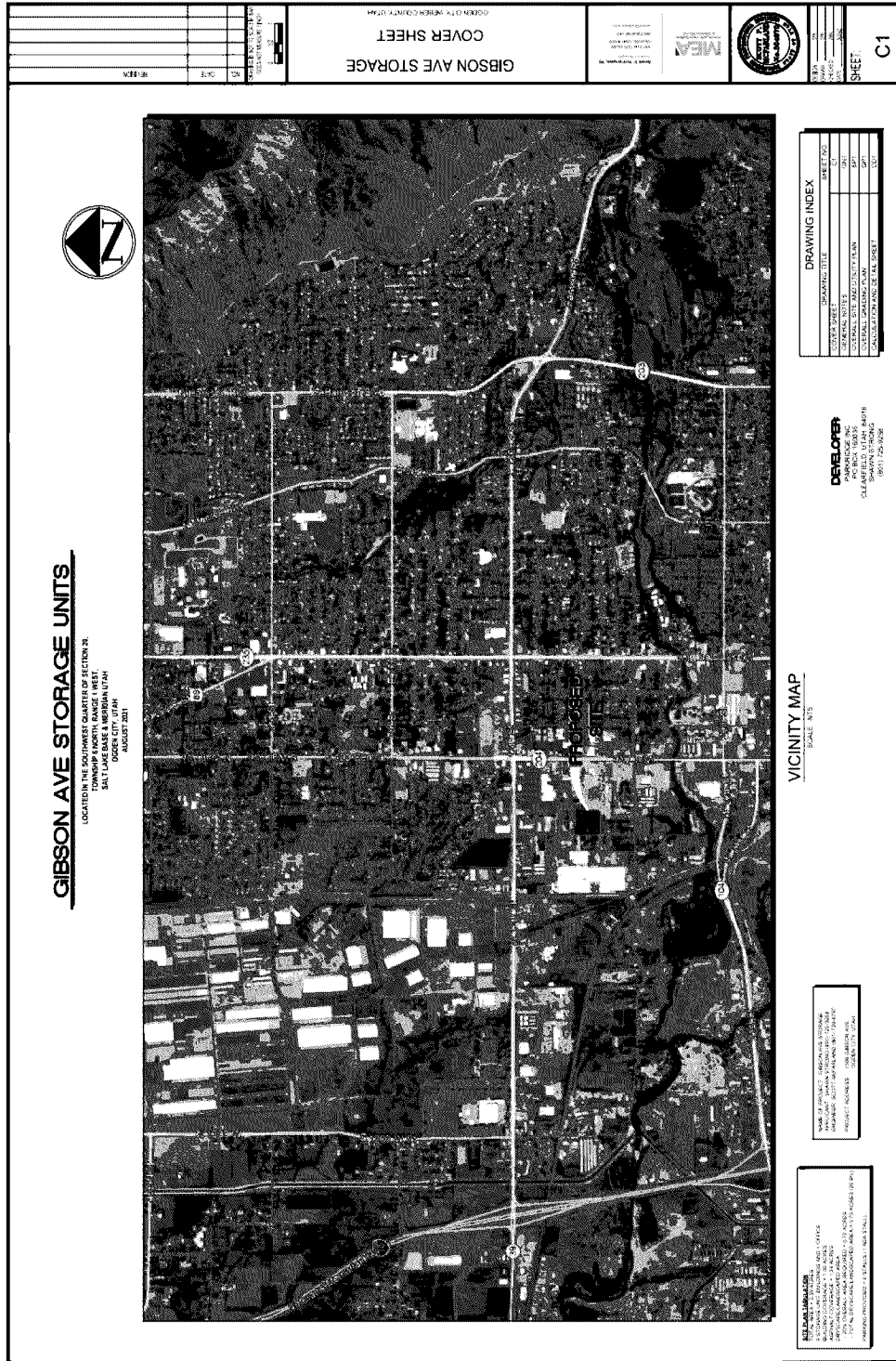
On this 7 day of Jan, 2022, personally appeared before me Shawn L Strong, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged and that he signed said document on behalf of PARKRIDGE, INC., which duly authorized him to sign the same.

  
\_\_\_\_\_  
Notary Public



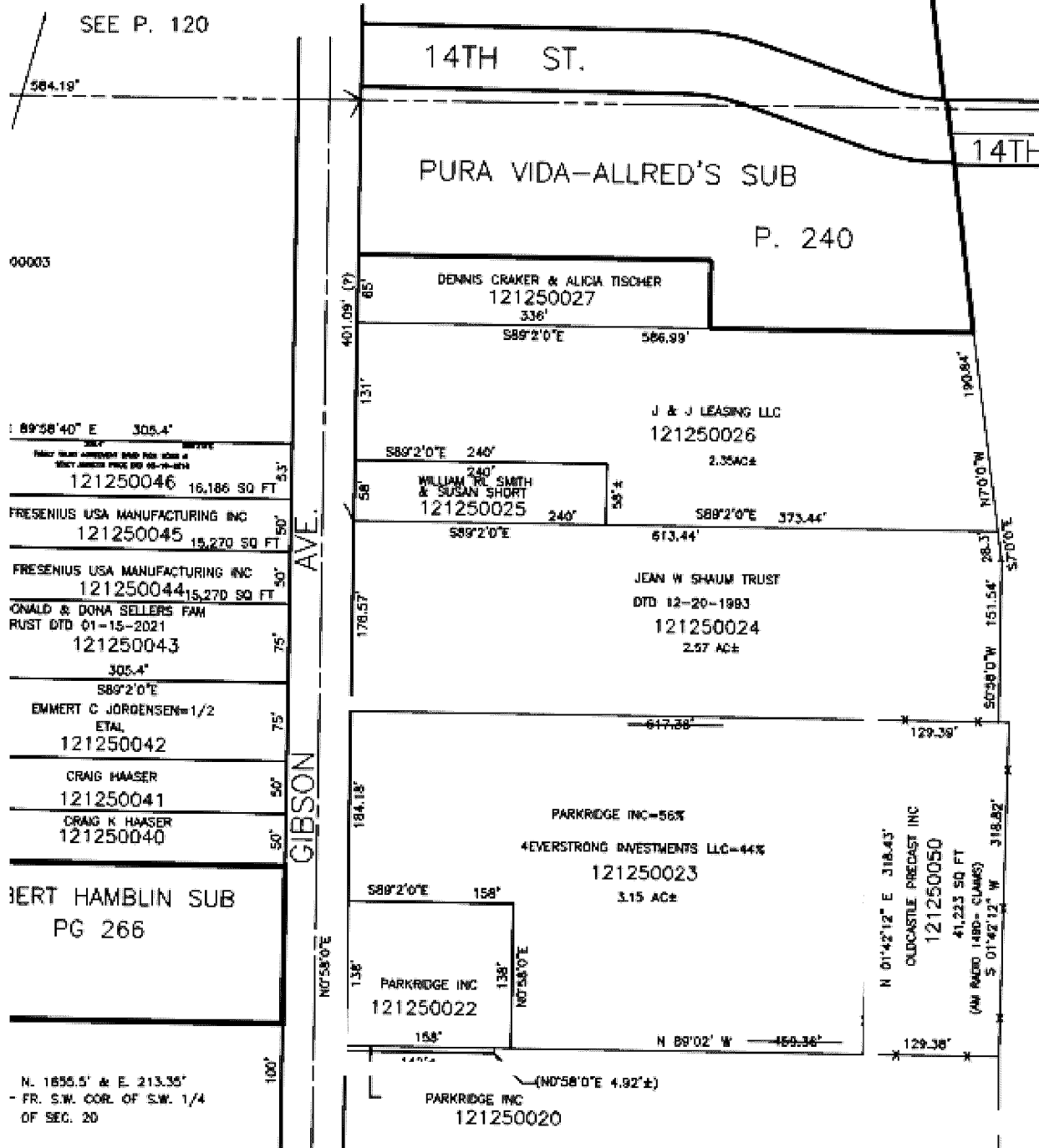
# EXHIBIT A

## Property Exhibit



PART OF S.W. 1/4  
SECTION 20, T.6N., R.1W., S.L.B. & M.

IN OGDEN CITY SCALE 1" = 100'



SEE P. 120

584.19'

00003

89°38'40" E 305.4'

121250046 16,186 SQ FT

FRESENIUS USA MANUFACTURING INC  
121250045 15,270 SQ FT

FRESENIUS USA MANUFACTURING INC  
121250044 15,270 SQ FT

ONALD & DONA SELLERS FAM  
RUST DTD 01-15-2021  
121250043

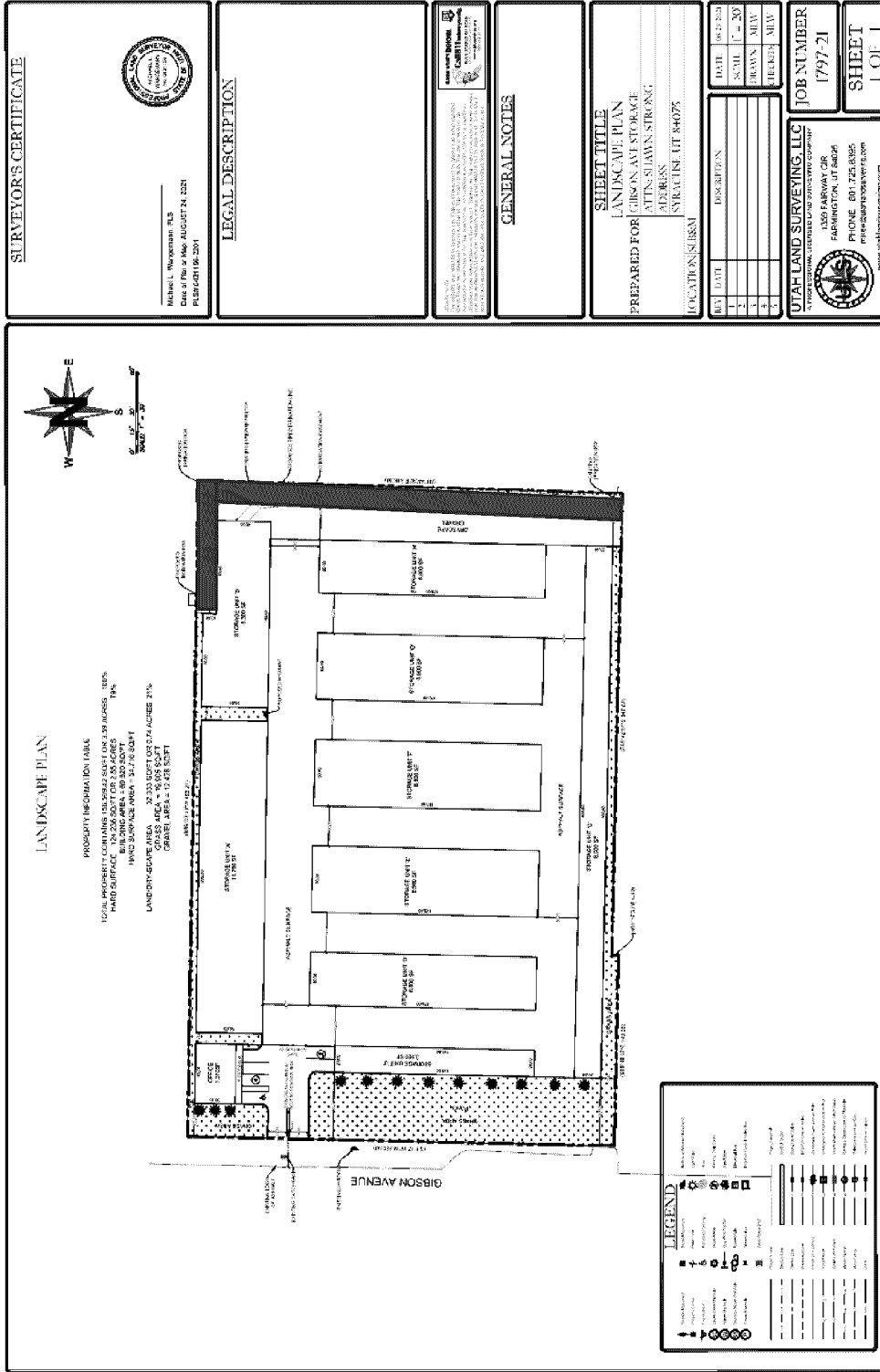
EMMERT C JORDENSEN=1/2  
ETAL  
121250042

CRAIG HAASER  
121250041

CRAIG K HAASER  
121250040

BERT HAMBLIN SUB  
PG 266



N. 1655.5' & E. 213.35'  
- FR. S.W. COR. OF S.W. 1/4  
OF SEC. 20



15' Easement for Dinsdale Pipeline

# EXHIBIT B

## As-Built Improvements – Utilities and Landscaping

GENERAL NOTES GIBSON AVE STORAGE	GENERAL NOTES GIBSON AVE STORAGE ORDER OF PAPER DISPLAY: U-100	 	SHEET: <b>GN1</b>
DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____			

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DALLAS AND THE UTILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO AVOID DAMAGE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND LANDSCAPING.
5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY COMPANIES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND TO THE SATISFACTION OF THE CITY ENGINEER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND LANDSCAPING.
9. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY COMPANIES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.

**UTILITY NOTES:**

1. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO AVOID DAMAGE DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND LANDSCAPING.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY COMPANIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.

**LANDSCAPING NOTES:**

1. ALL LANDSCAPING SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND TO THE SATISFACTION OF THE CITY ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND LANDSCAPING.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY COMPANIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.

**CONSTRUCTION NOTES:**

1. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND TO THE SATISFACTION OF THE CITY ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND LANDSCAPING.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER AND THE UTILITY COMPANIES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.







