

26

WHEN RECORDED RETURN TO:
Bear River Water Conservancy District
c/o James E. Karkut
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84145-0898

Hillam

082358 ✓ Bk 0610 Pg 0612
LuAnn Adams, Box Elder County Recorder
12/01/1995 8:48am FEE: 26.00 Dep:LA
Rec'd For: HILLAM ABST & INS AGENCY INC

06-053-0023 ✓

GRANT OF EASEMENT

This GRANT OF EASEMENT is made this 26 day of November, 1995, by and between James D. Rigdon and Valynn Rigdon, (hereinafter referred to as "Grantors") and the Bear River Water Conservancy District, a water conservancy district organized and existing under the laws of the State of Utah (hereinafter referred to as "Grantee").

The following recitals of fact are made a material part of this instrument:

A. Grantors are the owners of a tract of land situated in Box Elder County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").

B. Grantee is in the process of developing a water system to serve customers of the Grantee. To facilitate the development and use of this system, Grantee has requested Grantors to grant the easement provided herein.

C. Grantors wish to grant and Grantee wishes to receive an easement in, over, under, and across Parcel A to benefit the development and use of Grantees' water system.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants are made:

1. Grant of Permanent Easement. Grantors hereby grant and convey to Grantee, its heirs, successors, and assigns, a permanent easement and right-of-way (hereinafter referred to as the "Easement") twenty five (25) feet in width in, over, under, and across Parcel A for the construction, installation, operation, maintenance, repair or replacement of an underground pipeline and appurtenant facilities (hereinafter referred to as the "utilities"). The legal description of the Easement is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

2. Grant of Temporary Construction Easement. Grantors also hereby grant and convey to Grantee a temporary construction easement thirty-five (35) feet in width in, over, under, and across Parcel A to facilitate construction and installation of the utilities in the Easement. The legal description of the temporary construction easement is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The temporary construction easement shall terminate upon completion of construction and installation of the utilities in the Easement without the requirement of a recordable release.

3. Immediate Occupancy. Grantors hereby grant to Grantee the right of immediate occupancy of the temporary construction easement to begin construction and installation of the utilities in the Easement.

4. No Permanent Structure. Grantors shall not place any permanent structure on the Easement described herein or otherwise restrict or interfere with Grantee's ingress to, egress from, and use of the Easement.

5. Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the Easement.

6. Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings.

7. Post-Construction Maintenance. After construction and installation of utilities, whenever Grantee determines that maintenance, repair, or replacement of the utilities is appropriate or necessary, Grantee shall have ingress and egress for such activities and shall reasonably restore disturbed land in the Easement to its prior condition following such activities.

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, representatives, and employees of Grantors and Grantee.

9. Warranty of Title. Grantors warrant that Grantors have good title to Parcel A and Grantors have the right and authority to grant the Easement and temporary construction easement.

10. Entire Agreement. The grants, agreements, and covenants herein contained shall constitute the entire agreement between Grantors and Grantee and supercedes any prior understanding or representation of any kind preceding the date of this instrument.

11. Miscellaneous. This Grant of Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. If either party must institute legal action to enforce its rights hereunder, said party shall be entitled to recover reasonable attorneys' fees.

*** Note changes to easement paragraphs 5 and 6 Exhibit D, *JK gdc*

IN WITNESS WHEREOF, Grantors and Grantee have caused this Grant of Easement to be executed and effective on the date indicated above.

GRANTORS:

James D. Rigdon
James D. Rigdon

Valynn Rigdon
Valynn Rigdon

GRANTEE:

BEAR RIVER WATER CONSERVANCY DISTRICT

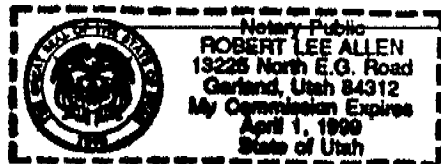
By Frank O. Nishiguchi
Frank O. Nishiguchi, General Manager

STATE OF UTAH)
:ss.
COUNTY OF BOX ELDER)

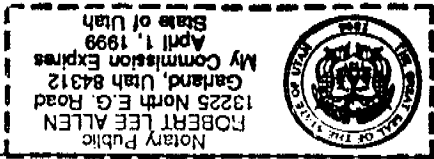
The foregoing instrument was acknowledged before me this 26 day of November, 1995 by James D. Rigdon.

Robert Lee Allen
NOTARY PUBLIC
Residing at:

My Commission Expires:



My Commission Expires:



Residing at:

NOTARY PUBLIC

Robert Lee Allen

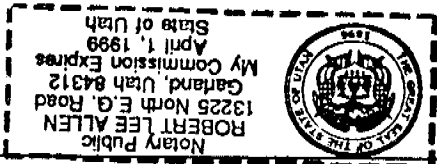
The foregoing instrument was acknowledged before me this 27 day of November, 1995 by Frank O. Nishiguchi, the General Manager of Bear Water Conservancy District.

COUNTY OF BOX ELDER)

: ss.

STATE OF UTAH)

My Commission Expires:



Residing at:

NOTARY PUBLIC

Robert Lee Allen

The foregoing instrument was acknowledged before me this 26 day of November, 1995 by Valynn Rigdon.

COUNTY OF BOX ELDER)

: ss.

STATE OF UTAH)

082358 Bk 0610 Pg 0616

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL IDENTIFICATION: BOX ELDER COUNTY TAX ASSESSMENT # 06-053-0023

Beginning at a point 2022 feet South and 733 feet East of the Northwest Corner of Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLM, and running thence West 264 feet; thence North 160 feet; thence East 332 feet, more or less, to the West right of way line of the County Road; thence South 23 degrees 57' West along said West right of way line 170 feet more or less to the point of beginning.

AREA: 1.09 ACRES M/L

EXHIBIT B

EASEMENT DESCRIPTION

A 25 foot wide permanent utility easement over the Easterly 25 feet of the following: Beginning at a point 2022 feet South and 733 feet East of the Northwest Corner of Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLM, and running thence West 264 feet; thence North 160 feet; thence East 332 feet, more or less, to the West right of way line of the County Road; thence South 23 degrees 57' West along said West right of way line 170 feet more or less to the point of beginning.

AREA: APPROX. 0.1 ACRES

082358 Bk 0610 Pg 0618

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A 35 foot wide temporary construction easement over the Easterly 35 feet of the following: Beginning at a point 2022 feet South and 733 feet East of the Northwest Corner of Northeast Quarter of Section 25, Township 12 North, Range 3 West, SLM, and running thence West 264 feet; thence North 160 feet; thence East 332 feet, more or less, to the West right of way line of the County Road; thence South 23 degrees 57' West along said West right of way line 170 feet more or less to the point of beginning.

AREA: APPROX. 0.1 ACRES

EXHIBIT D

CHANGES TO EASEMENT PARAGRAPHS 5 AND 6

PARAGRAPH 5

Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the easement during the construction period. Grantee shall be responsible to replace removed trees and shrubs within a period of six months from the construction period with equivalent replacements.

PARAGRAPH 6

Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings. Grantee shall be responsible for a one-year period after construction and installation of utilities for any disruption to Grantors septic drain field and shall at its own cost and expense, relocate said drain field.

26

WHEN RECORDED RETURN TO:
Bear River Water Conservancy District
c/o James E. Karkut
PARSONS BEHLE & LATIMER
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A. Grantors are the owners of a tract of land situated in Box Elder County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").

B. Grantee is in the process of developing a water system to serve customers of the Grantee. To facilitate the development and use of this system, Grantee has requested Grantors to grant the easement provided herein.

C. Grantors wish to grant and Grantee wishes to receive an easement in, over, under, and across Parcel A to benefit the development and use of Grantees' water system.

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2. Grant of Temporary Construction Easement. Grantors also hereby grant and convey to Grantee a temporary construction easement thirty-five (35) feet in width in, over, under, and across Parcel A to facilitate construction and installation of the utilities in the Easement. The legal description of the temporary construction easement is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The temporary construction easement shall terminate upon completion of construction and installation of the utilities in the Easement without the requirement of a recordable release.

8



3. Immediate Occupancy. Grantors hereby grant to Grantee the right of immediate occupancy of the temporary construction easement to begin construction and installation of the utilities in the Easement.

4. No Permanent Structure. Grantors shall not place any permanent structure on the Easement described herein or otherwise restrict or interfere with Grantee's ingress to, egress from, and use of the Easement.

5. Removal of Trees and Shrubs. Grantee shall have the right to permanently remove any trees and shrubs from the Easement.

6. Ground Restoration. Upon completion of construction and installation of the utilities, Grantee shall, at its own cost and expense, backfill trenches, grade disturbed areas and return the area of the Easement to the condition existing prior to construction, subject to paragraph 5. Grantee shall be responsible for a one-year period after construction and installation of utilities for any settlement of the Easement and shall restore the Easement to a grade consistent with the existing surroundings.

7. Post-Construction Maintenance. After construction and installation of utilities, whenever Grantee determines that maintenance, repair, or replacement of the utilities is appropriate or necessary, Grantee shall have ingress and egress for such activities and shall reasonably restore disturbed land in the Easement to its prior condition following such activities.

8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, representatives, and employees of Grantors and Grantee.

9. Warranty of Title. Grantors warrant that Grantors have good title to Parcel A and Grantors have the right and authority to grant the Easement and temporary construction easement.

10. Entire Agreement. The grants, agreements, and covenants herein contained shall constitute the entire agreement between Grantors and Grantee and supersedes any prior understanding or representation of any kind preceding the date of this instrument.

11. Miscellaneous. This Grant of Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. If either party must institute legal action to enforce its rights hereunder, said party shall be entitled to recover reasonable attorneys' fees.

*** Note changes to easement paragraphs 5 and 6 Exhibit D.

*JK
GDR*

IN WITNESS WHEREOF, Grantors and Grantee have caused this Grant of Easement to be executed and effective on the date indicated above.

GRANTORS:

James D. Rigdon
James D. Rigdon

Vakyn Rigdon
Vakyn Rigdon

GRANTEE:

BEAR RIVER WATER CONSERVANCY DISTRICT

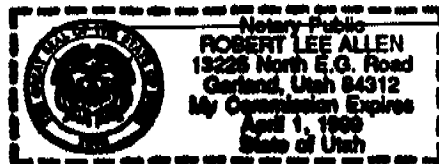
By Frank O. Nishiguchi
Frank O. Nishiguchi, General Manager

STATE OF UTAH)
 :SS.
COUNTY OF BOX ELDER)

The foregoing instrument was acknowledged before me this 26 day of November, 1995 by James D. Rigdon.

Robert Lee Allen
NOTARY PUBLIC
Residing at:

My Commission Expires:



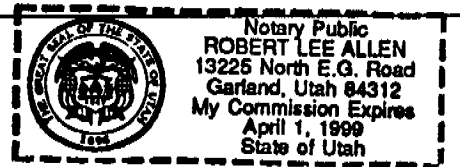
STATE OF UTAH)
 :ss.
COUNTY OF BOX ELDER)

The foregoing instrument was acknowledged before me this 26 day of November, 1995 by Valynn Rigdon.

Robert Lee Allen

NOTARY PUBLIC
Residing at:

My Commission Expires:



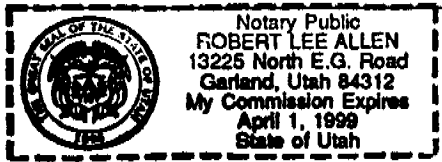
STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

The foregoing instrument was acknowledged before me this 27 day of November, 1995 by Frank O. Nishiguchi, the General Manager of Bear Water Conservancy District.

Robert Lee Allen

NOTARY PUBLIC
Residing at:

My Commission Expires:



082358 Bk 0610 Pg 0616

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL IDENTIFICATION: BOX ELDER COUNTY TAX ASSESSMENT # 06-053-0023

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AREA: 1.09 ACRES M/L

082358 Bk 0610 Pg 0617

EXHIBIT B

EASEMENT DESCRIPTION

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AREA: APPROX. 0.1 ACRES

082358 Bk 0610 Pg 0618

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

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AREA: APPROX. 0.1 ACRES

EXHIBIT D

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PARAGRAPH 6

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