

13-006-0004 + 0024
SE-20. 57-10

AGREEMENT AND GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 13
day of AUGUST, 1990, by and between WEBER BASIN WATER
CONSERVANCY DISTRICT, a conservancy district organized and
existing under the laws of the State of Utah (hereinafter
"Weber Basin"), and A. Edward and Louise S. Cooper, hereinafter
referred to as Grantors.

RECITALS:

WHEREAS, Weber Basin owns and operates culinary and
secondary water facilities, including wells, reservoirs,
pipelines, canals, pumping stations and various other
facilities related to the retention and transportation of
water; and

WHEREAS, Weber Basin, in order to deliver culinary
water from its new well located in South Weber, Utah, and to
enhance its ability to deliver culinary water from and between
its existing pipelines which transect South Weber, Utah,
intends to link said existing pipelines and its new South Weber
well with a pipeline to be located in South Weber, Utah,
between 475 East and the Utah Power & Light substation at the
location depicted on the Easement Plat attached hereto as
Exhibit "1" and by this reference made a part hereof. The
proposed pipeline is depicted on the plat as running between
Points A, B, C and D; and

WHEREAS, Grantors own a parcel of land through which Weber Basin's proposed pipeline would travel; and

WHEREAS, Grantors consent to Weber Basin's pipeline crossing their property and agree to grant Weber Basin an easement to facilitate the crossing of landowner's property to construct and maintain the pipeline under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Grant of Permanent Easement. Subject to the terms and conditions of this agreement, Grantors hereby grant and convey to Weber Basin a 30-foot permanent easement and right-of-way for the installation, maintenance, repair and replacement of a culinary water line through Grantor's property. A general description of Grantor's property through which the easement shall run is contained in Exhibit "2" attached hereto and by this reference made a part hereof. The center line of said permanent easement along the entire course of the pipeline is described in the attached Exhibit "3" which is by this reference made a part hereof.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this agreement, Grantors also hereby grant and convey to Weber Basin a 45-foot wide temporary construction easement to allow Weber Basin to install its culinary water pipeline through Grantor's property. Said

temporary construction easement shall overlap the
aforescribed permanent easement and extend an additional 15
feet to the southwest of the permanent easement and run the
entire length of the permanent easement as it crosses Grantor's
property. This temporary construction easement shall terminate
upon completion of the original construction without the
requirement of a recordable release.

3. Compensation. Weber Basin agrees to pay Grantor
\$2,250.00 per acre, for Grantor's total acreage affected by
the permanent easement. Said acreage shall not include the
additional 15 feet of property needed for the temporary
construction easement.

4. Immediate Occupancy. Grantors hereby grant Weber
Basin immediate occupancy of their land to begin construction
of the pipeline.

5. Temporary Assessment. Grantors agree to allow
Weber Basin temporary access from South Weber Drive to the
proposed pipeline provided travel across Grantors' land would
not adversely affect the land.

6. Cleaning and Grubbing. Grantors agree to allow
Weber Basin to clear and grub the 45-foot temporary
construction easement. It being agreed that tree stumps, roots
and other debris will be placed outside the easement on
Grantors' land by Weber Basin. Weber Basin agrees to use its
best efforts to pile the trees and other debris removed from
the easement in such a way as to assist landowners in handling

and disposing of the debris. Grantors agree to be totally responsible for disposing of all trees, stumps, roots and other debris removed from Grantors' land and placed on Grantors' land as described above.

7. No Permanent Structure. Grantors agree not to place any permanent structure on the 30-foot permanent easement described herein and agree that Weber Basin shall be allowed to keep the easement clear of any trees. It being agreed that Weber Basin is not required to keep the easement clear of trees after installation but may do so if it chooses.

8. Fencing and Livestock. Grantors agree to be responsible for temporary fencing of their property during construction and for the control of all livestock during construction of the pipeline. Furthermore, Grantors agree to be responsible for any permanent fencing and control of livestock after construction is completed.

9. Grading and Seeding. Upon completion of the water line, Weber Basin shall grade out the easement. Approximately one year after grading, Weber Basin will fill any settlement of the trench and broadcast grass seed over the easement. Weber Basin makes no assurance that grass will grow over the easement.

10. Post Construction Maintenance. After construction and in the event of maintenance on the pipeline, Weber Basin agrees to reasonably restore fences and the disturbed land to their condition prior to the required

maintenance.

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

WEBER BASIN WATER CONSERVANCY DISTRICT

By [Signature]
Secretary/Manager

GRANTORS:

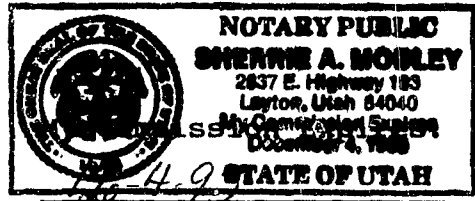
A. Edward Cooper
A. Edward Cooper

Louise S. Cooper
Louise S. Cooper

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 1 day of June, 1990, by A. EDWARD COOPER and LOUISE S. COOPER.

Sherrie A. Mowley
NOTARY PUBLIC
Residing at: Ogden, Utah



STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 13 day of August, 1990, personally

appeared before me IVAN W. FLINT, who being duly sworn by me did say that he is Secretary/Manager of Weber Basin Water Conservancy District, and that he executed the foregoing on behalf of said District.

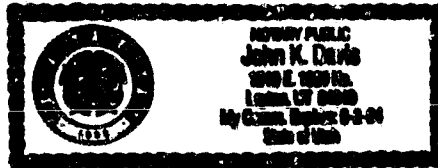
John K. Davis

NOTARY PUBLIC

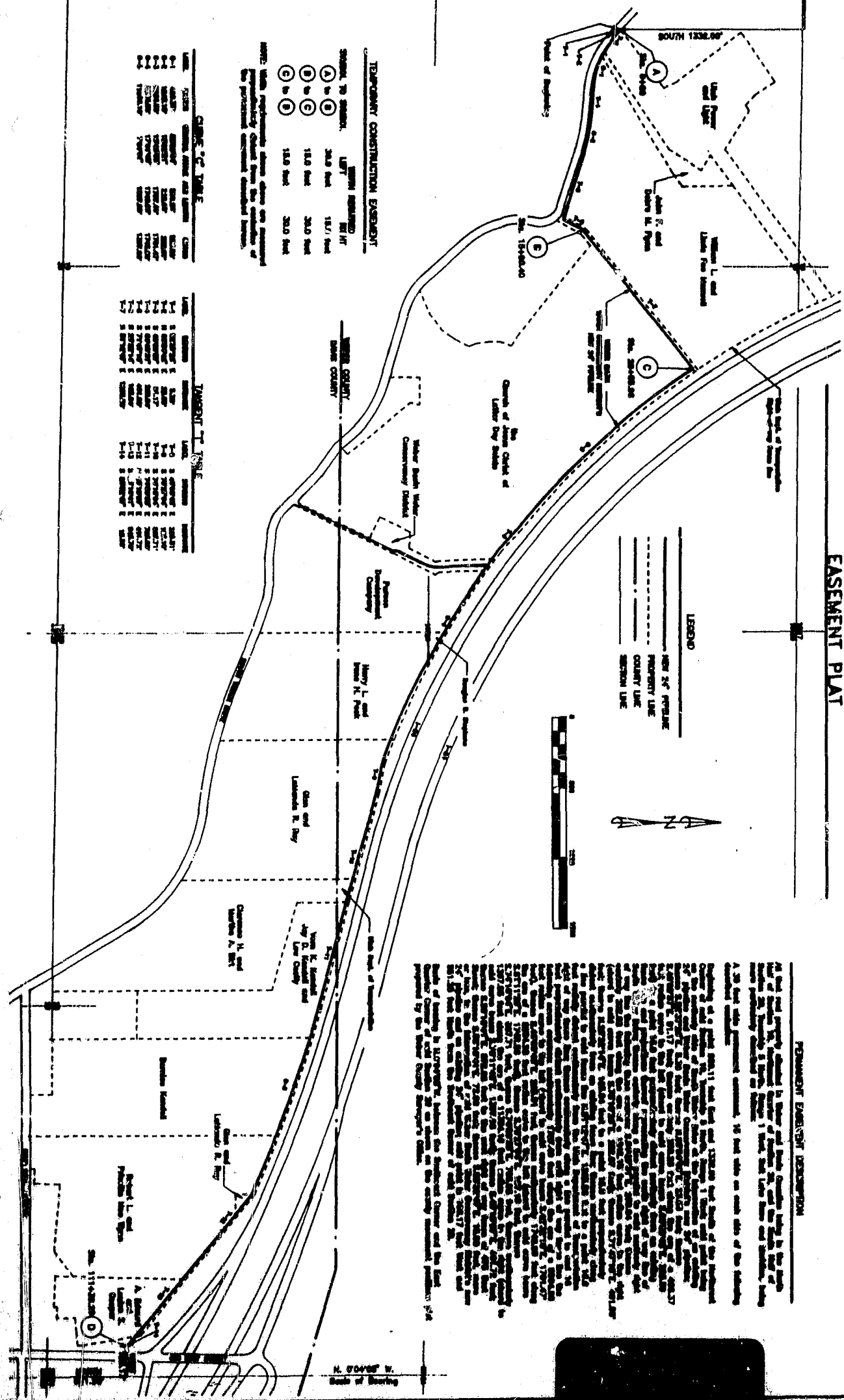
Residing at: _____

My Commission Expires:

0276g



WEBER BASIN WATER CONSERVANCY DISTRICT
EXHIBIT "1"
EASEMENT PLAT



TEMPORARY CONSTRUCTION EASEMENT

SECTION TO BE OPENED	WIDTH	DEPTH	HEIGHT
(A)	30.0 feet	18.0 feet	18.0 feet
(B)	15.0 feet	30.0 feet	30.0 feet
(C)	15.0 feet	30.0 feet	30.0 feet
(D)	15.0 feet	30.0 feet	30.0 feet

NOTE: Width requirements shown above are measured from the centerline of the easement. The centerline of the easement shall be as shown on the plat.

CLASS 'C' TABLE

CLASS	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
1	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
2	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
3	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
4	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
5	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
6	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
7	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
8	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
9	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
10	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
11	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
12	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
13	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
14	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
15	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
16	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
17	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
18	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
19	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL
20	WEEDS	GRASS	SHRUBS	TREES	STONES	ROCKS	CLAY	SOIL

TEMPORARY EASEMENT DESCRIPTION

A 30-foot wide easement, 18 feet wide on each side of the centerline of the new 24-inch pipeline, for the purpose of constructing, maintaining, and repairing the same. The easement shall be used for the purpose of constructing, maintaining, and repairing the new 24-inch pipeline, and for the purpose of constructing, maintaining, and repairing the temporary easement described herein. The easement shall be used for the purpose of constructing, maintaining, and repairing the new 24-inch pipeline, and for the purpose of constructing, maintaining, and repairing the temporary easement described herein. The easement shall be used for the purpose of constructing, maintaining, and repairing the new 24-inch pipeline, and for the purpose of constructing, maintaining, and repairing the temporary easement described herein.

N. 0749.00' W.
State of Montana

PARCEL 1

Beginning at a Point which is South 270.8 feet and West 429.3 feet and North 0°46' East 329.68 feet from the Southeast Corner of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°46' East 128.02 feet; thence North 1°11'30" East 554.37 feet to the right of way line of I-80; thence North 50°59'45" West 379.82 feet along said right of way line; thence South 2°25'33" West 722.49 feet along a fence line; thence South 3° East 66.00 feet along a fence line; thence South 0°03'37" East 140.78 feet; thence South 87°37'46" East 233.89 feet; thence North 0°46' East 20.00 feet; thence South 87°37'46" East 75.00 feet to the point of beginning.

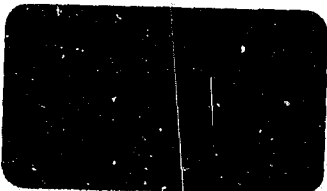
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ALSO:

PARCEL 2

Beginning North 0°22' West 222.68 feet and South 85°26' West 222.52 feet to the West side of a right of way and North 01°12'20" East 351.02 feet and South 85°26' West 60.95 feet from the Southeast Corner of Section 20, Township 5 North, Range 1 West, Salt Lake Meridian, in the City of South Weber, and running thence North 9°21'45" West 97.03 feet to a point which is 130 feet perpendicularly distant southwesterly from the center line of an off ramp, thence North 50°45'07" West 144.98 feet; thence South 1°11'30" West 197.43 feet; thence North 85°26' East 133.63 feet to the point of beginning.

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All that real property situated in Weber and Davis Counties being in the North Half of Section 19, Northwest Quarter of Section 20, and the South Half of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

A 30 foot wide permanent easement, 15 feet wide on each side of the following described centerline:

Beginning at a point 959.11 feet East and 1332.00 feet South of the Northwest Corner of said Section 19, Township 5 North, Range 1 West; said point being on the northerly side of South Weber Drive at the intersection of an existing 24" pipeline and Weber Basin Water Conservancy District's new 24" pipeline; thence South $52^{\circ}37'26''$ East 5.30 feet; thence North $80^{\circ}54'46''$ East 23.63 feet; thence South $49^{\circ}09'57''$ East 91.17 feet; thence easterly 290.26 feet along the arc of a 466.37 foot radius curve to the left (chord to said curve bears South $66^{\circ}59'45''$ East 285.59 feet) to a point 15.0 feet perpendicularly distant northerly from an existing fence line and projections thereof representing the north right of way line of South Weber Drive; thence easterly along a line parallel to said northerly right of way line the following three courses; South $84^{\circ}49'31''$ East 269.84 feet; thence easterly 282.68 feet along the arc of a 1242.15 foot radius curve to the right (chord to said curve bears South $78^{\circ}18'20''$ East 282.07 feet); thence South $71^{\circ}47'10''$ East 461.88 feet; thence North $29^{\circ}22'14''$ East 165.64 feet to a point 15.0 feet perpendicularly distant southeasterly from an existing fence line; thence northeasterly along a line parallel to said fence line North $51^{\circ}12'47''$ East 1265.56 feet to a point 16.0 feet radially distant southwesterly from the Utah Department of Transportation right of way fence line; thence Southeasterly along a line parallel to and 16 foot perpendicularly distant southwesterly from said right of way fence line the following seven courses; southeasterly 1707.49 feet along the arc of a 5864.58 foot radius curve to the left (chord to said curve bears South $42^{\circ}32'10''$ East 1701.47 feet), thence South $46^{\circ}06'45''$ East 205.51 feet, thence Southeasterly 1748.99 feet along the arc of a 5884.58 foot radius curve to the left (chord to said curve bears South $61^{\circ}11'29''$ East 1742.56

feet), thence South $79^{\circ}27'04''$ East 197.19 feet, thence South $74^{\circ}16'04''$ East 807.71 feet, thence South $74^{\circ}56'33''$ East 795.95 feet, thence southeasterly 1397.95 feet along the arc of a 11334.16 foot radius curve to the right (chord to said curve bears South $70^{\circ}11'45''$ East 1397.06 feet); thence South $49^{\circ}18'07''$ East 461.72 feet; thence South $50^{\circ}16'41''$ East 872.80 feet to the West right of way fence of 475 East Street; thence South $50^{\circ}16'41''$ East 72.99 feet; thence South $88^{\circ}32'47''$ East 15.00 feet, more or less, to the intersection of said Weber Basin Water Conservancy District's new 24" pipeline and an existing 24" pipeline; said point is 196.17 feet West and 551.28 feet North from the Southeast Corner of said Section 20.

Basis of bearing is North $0^{\circ}04'08''$ West between the Southeast Corner and the East Quarter Corner of said Section 20 as shown on the county monument positions plat prepared by the Weber County Surveyor's Office.