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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 JUN 3 3:00 PM FEE .00 DEP MEC
REC'D FOR SOUTH WEBER CITY

7E-35-57- u

AGREEMENT AND GRANT OF EASEMENT

13-534 - 0517

This AGREEMENT AND GRANT OF EASEMENT ("Agreement") made this 27 day of May, 1992, by and between South Weber City, a municipality organized and existing under the laws of State of Utah ("South Weber City") and THE SAVAGE COMPANIES ("Savage").

RECITALS:

WHEREAS, South Weber City is in the process of developing and construction a wastewater collection system (sewer) to serve the residents of South Weber City; and

WHEREAS, construction of the sewer system necessarily requires pipes being placed through various parcels of land within South Weber City; and

WHEREAS, Savage owns a parcel of land described on Exhibit "1" hereto through which South Weber City's proposed sewer system will be constructed; and

WHEREAS, Savage consents to South Weber City's sewer system crossing their property and agree to grant South Weber City an easement to facilitate the crossing of Savage's property to construct and maintain the sewer system 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, Savage hereby grants and conveys to South Weber City a 25-foot wide permanent easement and right-of-way for the installation, maintenance, repair or replacement of a sewer system pipeline through Savage's property. The centerline of the permanent easement along the course of the sewer pipeline is described in the attached Exhibit "2".

2. **Grant a Temporary Construction Easement.** Subject to the terms and conditions of the agreement, Savage also hereby grants

and conveys to South Weber City a 40-foot wide temporary construction easement to allow South Weber City to install the sewer system through Savage's property. The temporary construction easement shall overlap the permanent easement and extend an additional 15.0 feet to the side of the permanent easement as shown on Exhibit "2" and run the entire length of the permanent easement as it crosses Savage's property. The temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release or on December 31, 1993, whichever event occurs first.

3. **Immediate Occupancy.** Savage hereby grants South Weber City immediate occupancy of the easement to begin construction of the sewer system.

4. **Temporary Access.** Savage agrees to allow South Weber City temporary access from the nearest public roadway to the temporary construction easement, provided travel across Savage's property would not adversely affect Savage's property. The exact location of the temporary access shall be determined by Savage. The temporary access shall terminate at the time of termination of the temporary construction easement.

5. **Clearing and Grubbing.** Savage agrees to allow South Weber City to clear and grub the 40-foot temporary construction easement. It is agreed that tree stumps, roots and other debris will be removed from the property by South Weber City. South Weber City agrees to be totally responsible for disposing of all trees, stumps, roots and other debris removed from Savage's land unless Savage elects in writing to remove the debris itself.

6. **No Permanent Structure.** Savage agrees not to place any permanent structure on the 25-foot permanent easement described herein and agrees that South Weber City shall be allowed to keep the easement clear of any trees and shrubs. It is agreed that South Weber City is not required to keep the easement clear of trees after installation but may do so if it chooses. Furthermore, South Weber City will not compensate Savage for any removal of trees and shrubs within the easement in connection with maintenance, repair, and replacement of sewer pipeline.

7. **Fencing and Livestock.** South Weber City agrees to be responsible for temporary fencing and restoration of existing permanent fences damaged on Savage's property during construction. Savage agrees to control all livestock during construction of the sewer system. Furthermore, Savage agrees to be responsible for any permanent fencing and control of livestock after construction is completed.

8. **Ground Restoration.** Upon completion of the sewer system pipeline, South Weber City shall backfill any trench and grade out the disturbed easement areas and return the area to the condition existing prior to construction, subject to the provisions of paragraph 6. South Weber City shall be responsible for a three year period after completion of the pipeline for any settlement of the trench and restore the trench area to a grade consistent with existing surroundings.

9. **Hold Harmless.** South Weber City agrees to defend and hold Savage harmless on account of any claims associated with the sewer system pipeline and the acts and/or omissions of South Weber City in connection therewith as the same pertains to Savage's property.

10. **Post Construction Maintenance.** After construction and in the event repair, maintenance or replacement is needed on the sewer system, South Weber City agrees to reasonably restore fences and the disturbed land to their condition prior to the required repair, maintenance of replacement.

11. **Additional Consideration.** As additional consideration for the granting of the easement described herein, in the event Savage elects to subdivide, build or otherwise develop its property described in the attached Exhibit "1" at any time within ten (10) years of the date of the agreement, South Weber City agrees to waive the main line connection charge associated with developing the property and connecting the main line to the sewer system. However, individual residence or user fees to connect individual residences or users to the sewer system are not waived. Savage will be responsible for paying all expenses, costs and fees (whether in the form of permits, construction costs, or any other

expenses) incurred or associated with connecting the main line to the sewer system, the main line connection charge only being waived. This waive shall not be construed to waive any of the applicable regulations, codes, laws of ordinances associated with the building or developing of property in South Weber City.

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

SOUTH WEBER CITY

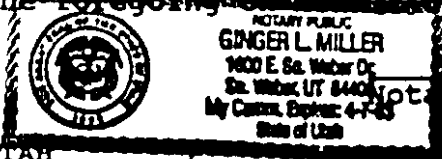
By *Rex Bouchard*
Mayor

THE SAVAGE COMPANIES

By *H. Benson Lewis*
Its *E. V. P.*

STATE OF UTAH)
 :
COUNTY OF DAVIS)

On the *27* day of *May*, 1992, personally appeared before me *Rex Bouchard*, who being sworn by me did say that he is the Mayor of South Weber City, and acknowledged before me that he executed the foregoing instrument as *Mayor* of South Weber City,



Ginger L. Miller
Notary Public

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the *22nd* day of *May*, 1992, personally appeared before me *H. Benson Lewis*, the signer of the above instrument, who duly acknowledged to me that he is the *Vice President* of The Savage Companies, a Utah corporation and that executed the above instrument for and on behalf of The Savage Companies.

H. Kathleen Haslam
Notary Public

1 SOUTH WEBER

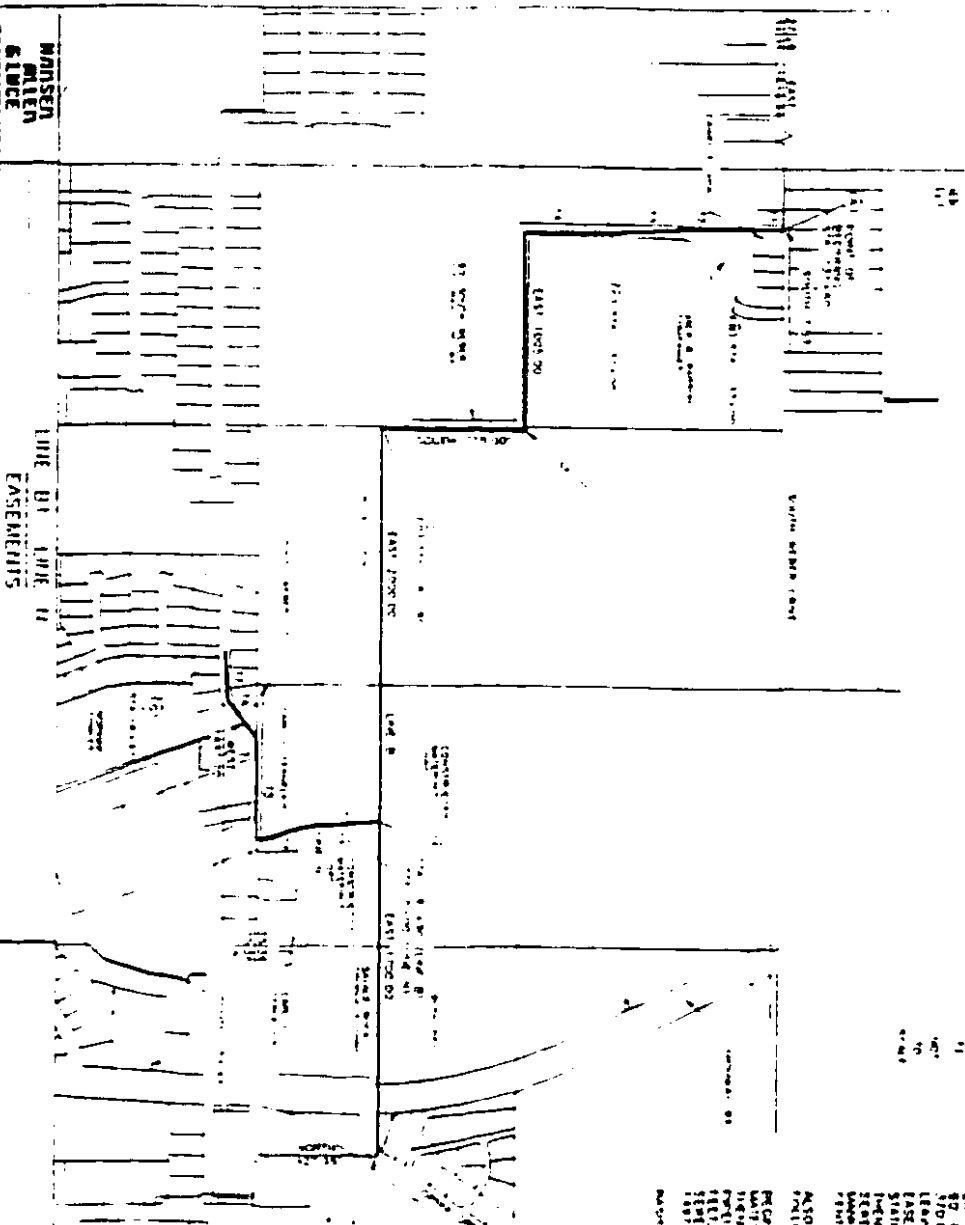
A part of the Northeast 1/4 of section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point which is 1320.0 feet South from the Northeast corner of said section 35 and running thence South 1068.60 feet; thence West 1320.00 feet; thence North 1074.94 feet; thence South 89°43'30" East 1320.00 feet to the point of beginning.

Parcel contains 32.336 acres more or less.

SOUTH WEBER CITY

SEWER SYSTEM

FARMERS PLAN



MUNSON
OLSEN
STACEY

EAST
MUNSON
OLSEN
STACEY

PRELIMINARY ESTIMATE

All land area property situated in Clark County, Utah, in the general area shown on the attached plat of Section 36, Township 5 North, Range 12 East, Salt Lake County, Utah, and the area therein shown as proposed for the construction of a sanitary sewer system. The estimated cost of the proposed sanitary sewer system is \$2,100,000.00. The proposed sanitary sewer system is to be constructed in accordance with the standards and specifications of the Utah State Board of Health, and the standards and specifications of the Utah State Board of Engineering and Surveying. The proposed sanitary sewer system is to be constructed in accordance with the standards and specifications of the Utah State Board of Health, and the standards and specifications of the Utah State Board of Engineering and Surveying. The proposed sanitary sewer system is to be constructed in accordance with the standards and specifications of the Utah State Board of Health, and the standards and specifications of the Utah State Board of Engineering and Surveying.

REMARKS: A report of the Sanitary Sewer System, dated 10/15/55, is on file in the office of the Engineer. The report contains a description of the sanitary sewer system, and a list of the properties to be served. The report also contains a list of the properties to be served, and a list of the properties to be served. The report also contains a list of the properties to be served, and a list of the properties to be served. The report also contains a list of the properties to be served, and a list of the properties to be served. The report also contains a list of the properties to be served, and a list of the properties to be served.

AS TO A 20 FOOT WIDE FURNISHING EXCAVATION TO BE MADE FOR THE PURPOSE OF THE CONSTRUCTION OF THE SANITARY SEWER SYSTEM, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES WHICH MAY BE FOUND UNDERGROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES WHICH MAY BE FOUND UNDERGROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES WHICH MAY BE FOUND UNDERGROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES WHICH MAY BE FOUND UNDERGROUND.

MANHOLE TABLE

Label	Location	Distance
11	5 18 07 E	100.00
12	5 18 07 E	498.00
13	5 18 07 E	497.00
14	5 0 21 07 W	319.00
15	5 0 21 07 W	405.00
16	5 0 21 07 W	234.00
17	5 0 21 07 W	518.00
18	5 0 21 07 W	200.00
19	5 06 23 50 W	217.00

REMARKS: CONSTRUCTION FOR SEWER

LEGEND

- (1) 12" dia. sewer pipe
- (2) 18" dia. sewer pipe
- (3) 24" dia. sewer pipe
- (4) 30" dia. sewer pipe
- (5) 36" dia. sewer pipe
- (6) 42" dia. sewer pipe
- (7) 48" dia. sewer pipe
- (8) 54" dia. sewer pipe
- (9) 60" dia. sewer pipe
- (10) 66" dia. sewer pipe
- (11) 72" dia. sewer pipe
- (12) 78" dia. sewer pipe
- (13) 84" dia. sewer pipe
- (14) 90" dia. sewer pipe
- (15) 96" dia. sewer pipe
- (16) 102" dia. sewer pipe
- (17) 108" dia. sewer pipe
- (18) 114" dia. sewer pipe
- (19) 120" dia. sewer pipe

EXHIBIT 2