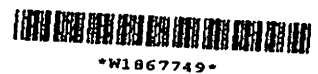


14-  
SC

Return to:

Ronald G. Olsen  
1407 West North Temple  
STE 110  
Salt Lake City, Utah 84116



April 2, 2002

CC#: 13144 PN#: 1957708

RIGHT OF WAY EASEMENT

For value received, John and Amy Gibson, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 306 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Weber County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning at the north boundary fence of the Grantor's land at a point 34 feet south and 993 feet east, more or less, from the west one quarter corner of Section 29, T.6 N., R.2 W., S.L.M., thence S.0°58'W. 305 feet, more or less, to the south boundary fence of said land and being in the NW1/4 of the SW1/4 of said Section 29.

15-079-0077,0098

Assessor's Map No. \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted, and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

E# 1867749 BK2254 PG227  
DOUG CROFTS, WEBER COUNTY RECORDER  
13-AUG-02 9:19 AM FEE \$14.00 DEP JPM  
REC FOR: UTAH.POWER

24

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 25 day of June, 2002.

John Gibson  
Grantor(s)  
Amy Gibson

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah )

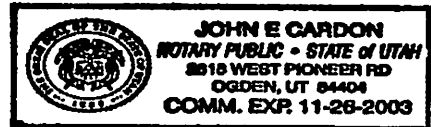
ss.

County of Weber )

This instrument was acknowledged before me on this 25 day of June, 2002, by John Gibson & Amy Gibson, as \_\_\_\_\_ of \_\_\_\_\_.

John E. Cardon  
Notary Public

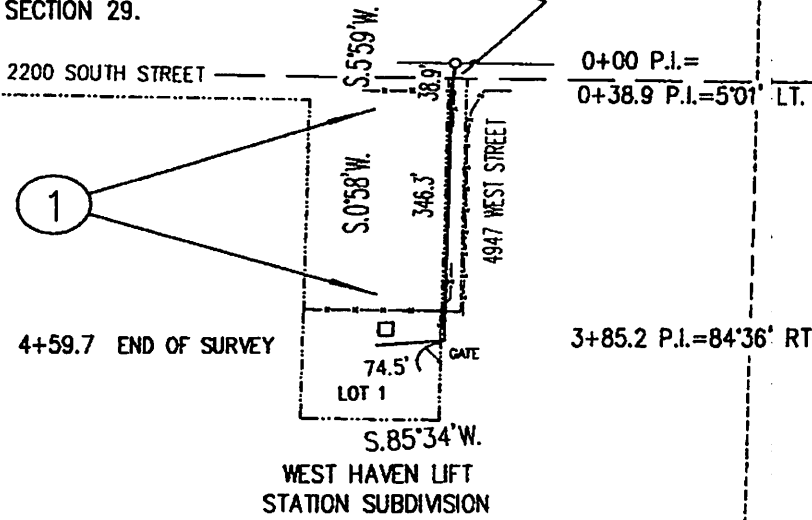
My commission expires: \_\_\_\_\_



SW1/4 OF THE NW1/4  
SECTION 29

SE1/4 OF THE NW1/4  
SECTION 29

P.O.B = 34 FEET SOUTH AND 993  
FEET EAST, MORE OR LESS, FROM  
THE WEST ONE QUARTER CORNER  
OF SECTION 29.



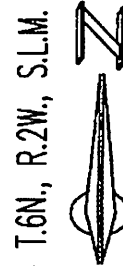
0+00 P.I.=  
0+38.9 P.I.=501' LT.

3+85.2 P.I.=84'36" RT.

NE1/4 OF THE SW1/4  
SECTION 29

NW1/4 OF THE SW1/4  
SECTION 29

NOTE: RIGHT OF WAY DESIRED WILL  
BE 10 FEET IN WIDTH, BEING 5  
FEET ON EACH SIDE OF THE  
CENTERLINE OF THE POWER LINE.



E# 1867749 BK2254 P6229

DATE: APRIL 2, 2002
SPONSOR: KARL J. SEWELL
SURVEYED BY: U.P.&L Co./R.A.S.
DRAWN BY: D. T. Boyd
CHECKED BY: D. T. Boyd
PLOT SCALE: 1 = 1
CAD No: R:\ROW\00BF1Y00.DWG
APPROVAL
JERRY H. ISAACSON
LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "A"  
UNDERGROUND DISTRIBUTION LINE TO SERVE  
WEST HAVEN LIFT STATION  
EASEMENT No. 1  
WEST HAVEN CITY, WEBER COUNTY, UTAH

**PACIFICORP** GOLDEN SPIKE RESOURCE AREA

SCALE: 1" = 200'	SHEET 1 OF 1	PN 1957708
		REF. REV.



\*W2750797\*

WHEN RECORDED MAIL TO:  
Weber County Engineering  
2380 Washington Blvd  
Ogden, Utah 84401

EH 2750797 PG 1 OF 1  
LEANN H KILTS, WEBER COUNTY RECORDER  
13-AUG-15 948 AM FEE \$0.00 DEP TN  
REC FOR: JOHN W. AND AMY B. GIBSON

**GRANT OF EASEMENT**

John W. Gibson and Amy B. Gibson, Trustees (or successor Trustees) of The John and Amy Gibson Family Trust, dated the 27th day of September, 2010, grantor of 4905 West 2200 South, Ogden, Weber County, State of Utah, hereby grants a SEWER EASEMENT to Weber County, a body corporate and politic of 2380 Washington Blvd, City of Ogden, Weber County, State of Utah, grantees over, under, upon the following described tract of land in Weber County, State of Utah:

Tax Serial No. 15-079-0098

15-079-0098 LLK

A 20 FOOT WIDE EASEMENT 10.0 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE FOR USE AND MAINTENANCE OF SEWER PIPES.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN:

BEGINNING AT A POINT ON THE GRANTORS EAST PARCEL LINE WHICH IS NORTH 89°02'15" WEST ALONG THE SECTION LINE 1146.00 FEET AND SOUTH 0°57'45" WEST 25.18 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 6 NORTH RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 89°02'15" WEST 494.03 FEET TO THE WEST LINE OF GRANTORS PARCEL.

IN WITNESS WHEREOF, said

has caused this instrument to be executed by its trustee(s) hereunto duly authorized, this 14<sup>TH</sup> day of May 2015.

John & Amy Gibson Family Trust  
Name of Trust

John W. Gibson  
Trustee

Amy B. Gibson  
Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF WEBER )

On the 14<sup>th</sup> day of May 2015, personally appeared before me, John W. Gibson & Amy B. Gibson

The signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Shelley Hadley  
Notary Public



My commission expires: 11/1/2018  
Residing at: 2815 W 3300 S  
Wey Horn UT  
84401

When Recorded Return to:  
Lance Wood, General Manager  
Central Weber Sewer Improvement District  
2618 West Pioneer Road  
Ogden, Utah 84404

**PERPETUAL EASEMENT**

THIS AGREEMENT AND GRANT OF EASEMENT, made this 28<sup>th</sup> day of September, 2000, by and between John W and Amy B. Gibson, the owner(s) of certain real property located in Weber County, Utah, hereinafter referred to as "Grantor," and Central Weber Sewer Improvement District, created, organized and existing under the laws of the State of Utah, having its principal place of business at 2618 West Pioneer Road, Ogden, Utah, hereinafter referred to as "Grantee;"

**WITNESSETH:**

**WHEREAS**, Grantors are the owners in fee simple of a tract of land located in Weber County, Utah (Tax Parcel Id. No(s). 15-079-077, 098);

**WHEREAS**, Grantee requires a permanent easement and right-of-way across Grantor's land for the construction, operation, and maintenance of sewer lines and appurtenant structures across said tract of land owned by Grantor; and

**WHEREAS**, Grantor is willing to grant this right-of-way and easement to Grantee as set out below.

**NOW, THEREFORE**, for and in consideration of SEVEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS and other good and valuable consideration in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants, warrants and conveys to Grantee, its successors and assigns, a permanent easement and right-of-way 30 feet in width, 15 feet on the east side and 15 feet on the west side of the sewer line described below, for the purpose of construction, operation, repair, replacement, and maintenance of one or more sanitary sewer lines and/or drain lines and the necessary accessories and appurtenances used in connection therewith,

15-079-0077, 0098, 0024, 0022, 0023

15-081-0024, 0025

15-082-0001, 0002, 0009, 0011, 0003, 0014  
0005, 0013

15-085-0010, 0006, 0004, 0002

15-187-0007, 0014

15-086-0014, 0017, 0016, 0015, 0011, 0010, 0012

E# 1751011 BK2115 PG1724  
DOUG CROFTS, WEBER COUNTY RECORDER  
09-FEB-01 923 AM FEE \$.00 DEP JPM  
REC FOR: CENTRAL.WEBER.SEWER

~~E# 1750938 BK2115 PG1451  
DOUG CROFTS, WEBER COUNTY RECORDER  
08-FEB-01 327 PM FEE \$.00 DEP JPM  
REC FOR: CENTRAL.WEBER.SEWER~~

together with the right to enter upon Grantor's premises for such purposes in, on, over, under, through, along and across said portion of the land of Grantor or so much thereof as is transversed by Grantee's easement and right-of-way, located in Weber County, Utah, the centerline of said sewer line which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with the right of ingress and egress across Grantor's property to and from said easement and right-of-way.

Grantor further grants, warrants and conveys to Grantee a temporary construction easement 70 feet in width, 50 feet on the east side and 20 feet on the west side of the centerline of said sewer line described in attached Exhibit "A," to survey, clear and excavate, lay, construct, operate, inspect, maintain, protect, repair, replace and/or remove one or more sewer pipelines and appurtenances.

Said grant of easement is subject to the following conditions, requirements, exceptions and reservations:

1. Subject to paragraph 3 below, Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation, removal or reconstruction of the sewer pipeline(s) and, after construction, repair and maintenance activities, Grantee shall restore the area to substantially the same condition as before the activity. Grantee shall be responsible for fencing necessary to contain livestock during construction and shall restore existing permanent fences to substantially the same condition as existed prior to construction.

2. Grantor reserves the right to construct and maintain fences over and across the easement herein granted and the right to otherwise use the lands covered by this easement grant for Grantor's own purposes, so long as such use does not interfere with Grantee's use thereof.

3. Excluding fences as provided in paragraph 2 above, Grantor shall not construct or cause or allow to be constructed any permanent or temporary buildings or other structures upon the permanent easement described herein, 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. Grantee shall have no liability, responsibility or obligation respecting damage to or destruction of any building or other structure placed on or within the easement in violation of this covenant occasioned by Grantee's construction, repair and/or replacement activities and/or any other cause whatsoever.

4. Grantee shall be allowed access across Grantor's property to construct, operate, repair, replace and maintain its sewer system. Grantee will, however, reasonably attempt to provide notice to Grantor prior to performing routine maintenance and to schedule routine maintenance with Grantor. Nothing contained herein shall, however, preclude Grantee from entering upon Grantor's property to perform emergency repairs or for any purpose where delay, in Grantee's judgment, could be disadvantageous or present a risk to life, health or property.

5. In the event there is litigation to interpret or enforce the terms and conditions of this agreement, the substantially prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys' fees in addition to other available relief.

6. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

GRANTOR:

John Gibson  
Amy Gibson

GRANTEE:

Central Weber Sewer Improvement District

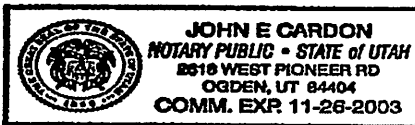
By: James J. Wood  
Title: GENERAL MANAGER

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF WEBER )

(Individual form of Acknowledgment)

On this 28<sup>th</sup> day of September, 2000 personally appeared before me John Gibson and Amy Gibson, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

John E. Cardon  
Notary Public



STATE OF UTAH )  
 : ss  
COUNTY OF WEBER )

(Corporate Form of Acknowledgment)

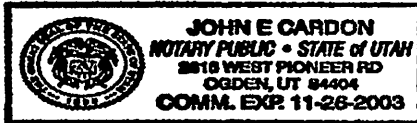
On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that \_\_\_he is the \_\_\_\_\_ of \_\_\_\_\_, the Grantor named above, and that the foregoing instrument was signed by him/her on behalf of the said corporation, and that \_\_\_he was duly authorized to do the same, and acknowledged to me that the said corporation executed the same.

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

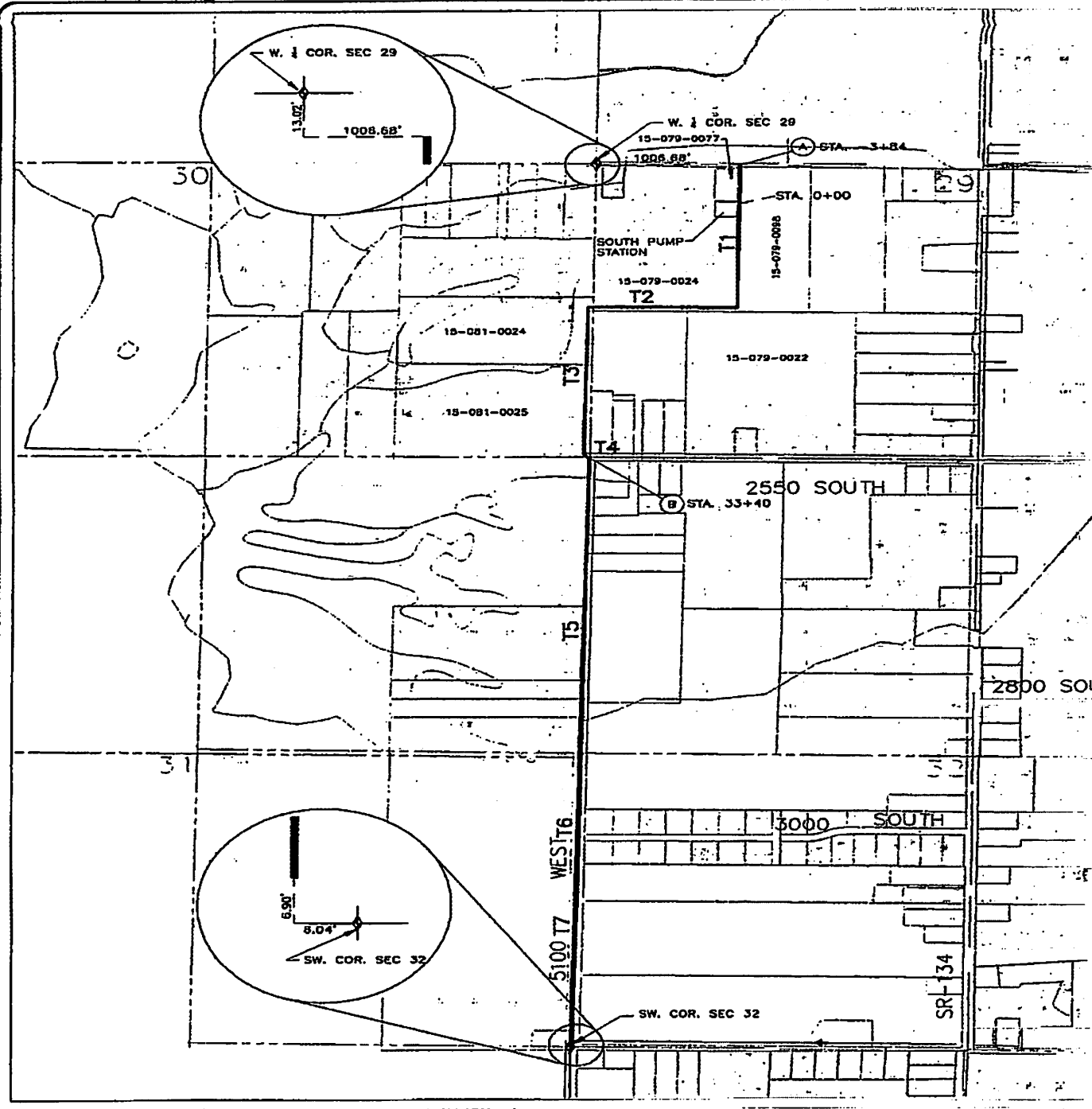
STATE OF UTAH )  
 :ss.  
COUNTY OF WEBER )

On this 28<sup>th</sup> day of September, 2000, personally appeared before me Lance L. Wood, the signer of the above instrument, who duly acknowledged to me that \_\_\_he is the General Manager of CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, the Grantor named above, and that \_\_\_he executed the above instrument on behalf of the District as such \_\_\_\_\_.

John E. Cardon  
\_\_\_\_\_  
Notary Public







DWF DE MARCH 11 2009

DWF DATE 08/03/09 100/ASSESSMENTS/ISSUE-4/LINSEC.DWG



**CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
WEST WEBER AREA OUTFALL SEWER**

E#1751011 BK2015 Pg. 1727-A

# CENTRAL WEBER

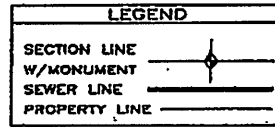
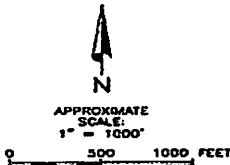
## SEWER IMPROVEMENT DISTRICT WEST WEBER AREA OUTFALL SEWER EASEMENT PLAT

ALL THAT REAL PROPERTY SITUATED IN WEBER COUNTY BEING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE PERMANENT EASEMENT, 15 FEET ON RIGHT AND 15 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AS IT CROSSES PRIVATE PROPERTY:

BEGINNING AT A POINT SOUTH 13.02 FEET AND EAST 1,008.88 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 29; THENCE S.01°00'00" W. A DISTANCE OF 1,318.00 FEET; THENCE N.89°04'00" W. A DISTANCE OF 1,030.00 FEET; THENCE S.00°41'38" W. A DISTANCE OF 1,318.00 FEET; THENCE S.29°07'40" E. A DISTANCE OF 58.00 FEET; THENCE S.01°00'00" W. A DISTANCE OF 3,375.00 FEET; THENCE S.01°03'00" W. A DISTANCE OF 1,500.00 FEET; THENCE S.00°04'46" W. A DISTANCE OF 390.88 FEET; SAID POINT ALSO BEING 8.90 FEET NORTH, AND 5.04 FEET WEST OF THE SOUTH WEST CORNER OF SAID SECTION 32.

BASIS OF BEARING IS THE WEBER CO. COORDINATE SYSTEM.



TANGENT TABLE		
LABEL	BEARING	DISTANCE
T1	S. 01° 00' 00" W.	1,318.00'
T2	N. 89° 04' 00" W.	1,030.00'
T3	S. 00° 41' 38" W.	1,318.00'
T4	S. 29° 07' 40" E.	58.00'
T5	S. 01° 00' 00" W.	3,375.00'
T6	S. 01° 30' 00" W.	1,500.00'
T7	S. 00° 04' 46" W.	390.88'

### TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL	WIDTH REQUIRED		CONSTRUCTION STATION
	LEFT	RIGHT	
Ⓐ TO Ⓑ	35.0 FEET	20.0 FEET	BEGIN END -3+24 33+40

NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE MEASURED PERPENDICULARLY DISTANT FROM THE CENTERLINE OF THE PERMANENT EASEMENT DESCRIBED HEREIN.

JCT

EASEMENTS - LINE C

EXHIBIT  
A

EA#1751011 BK 2115 Pg. 1727-B