



W2366599

9-23

E# 2366599 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
24-SEP-08 1045 AM FEE \$1.00 DEP LF
REC FOR: PROPERTY MANAGEMENT

WHEN RECORDED RETURN TO:
Uintah Highlands Improvement District
Board of Trustees
2401 East 6175 South
Ogden, UT 84403-0945

C2008-190

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this ___ day of September, 2008, by and between Weber County a body corporate, politic, and political subdivision of the State of Utah (hereinafter "County"), and Uintah Highlands Improvement District, (hereinafter "Grantee"). Grantee and County shall hereinafter sometimes be collectively referred to as the "Parties."

RECITALS

WHEREAS, County is the owner of that certain real property ("County Property") located in, Weber County, State of Utah; and

WHEREAS, Grantee is the owner of certain property adjacent to the County Property (the "Grantee Property"); and

WHEREAS, in order to develop the Grantee Property in accordance with its desires it is necessary to procure an easement over and across the County Property; and,

WHEREAS, the Parties now desire to enter into this Agreement to provide Grantee with an easement across the County Property;

NOW THEREFORE, for the amount of Ten Dollars (\$10.00) and other good and valuable consideration as specified herein, it is hereby agreed as follows:

**SECTION ONE
EASEMENT GRANT**

County does hereby grant, transfer and convey to Grantee, a perpetual non-exclusive easement ("Easement") across County Property for the consideration as set forth above. The legal description of the easement granted to the Grantee is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION TWO
OBSTRUCTIONS**

County hereby agrees not to obstruct or interfere with the use of the easement for lawful purposes.

**SECTION THREE
BINDING EFFECT**

This Agreement shall be binding upon the Parties hereto, and their successors and assigns. The covenants, rights, benefits and burdens created by this Easement shall run with the land.

**SECTION FOUR
MISCELLANEOUS**

- 4.01 Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
- 4.02 Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 4.03 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Jan M. Zogmaister
Jan M. Zogmaister, Chair

Commissioner Bischoff voted
Commissioner Dearden voted
Commissioner Zogmaister voted

ATTEST:

Alan D. McEwan
Alan D. McEwan, CPA
Weber County Clerk/Auditor

GRANTEE
By [Signature]
Its Chairman


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

On the 17th day of September, 2008, personally appeared before me John P. Reeve who did say that he/she is the Chairman that the within and foregoing instrument was signed in behalf of said corporation, and John P. Reeve duly acknowledged to me that said corporation executed the same.

Linda A. Trotta
Notary Public



EXHIBIT "A"



A PART OF LOT 36, EASTWOOD SUBDIVISION NO. 10 IN THE W1/2 OF SECTION 24, T 5 N, R 1 W, SLB & M. BEGINNING THE NW CORNER OF GRANTOR'S PROPERTY THENCE S08°01'18"W ALONG THE WESTERLY LINE OF GRANTOR'S PROPERTY 40.00 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 242.70', A RADIUS OF 275.95', WHOSE CHORD BEARS S57°04'33"E, 234.95' TO THE EASTERLY LINE OF GRANTOR'S PROPERTY THENCE ALONG GRANTOR'S EASTERLY LINE N39°15'51"E, 85.00 FEET TO THE NE CORNER OF GRANTOR'S PROPERTY, THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF MELANIE LANE TO THE POINT OF BEGINNING.

07-254-0010 ✓