

Recording requested by:

Lakeview Water Corporation
P.O. Box 314
Huntsville, UT 84317

John M. Schlaf
6874 E 1100 S
Huntsville, UT 84317

For recorder's use only

WATER PIPELINE EASEMENT AGREEMENT

THIS WATER PIPELINE EASEMENT AGREEMENT ("**Agreement**") is made and entered into by and between John M. Schlaf ("**Grantor**") and Lakeview Water Corporation, a Utah corporation ("**Grantee**").

A. Grantor is the owner of that certain real property located in Weber County, Utah identified as Weber County Parcel No. 20-045-0006 ("**Grantor's Parcel**"). A legal description of the Grantor's Parcel is attached to and made part of this Agreement as Exhibit "A".

B. Grantee is the owner of that certain real property located in Weber County, Utah identified as Weber County Parcel No. 20-037-0001 and No. 20-036-0005 ("**Grantee's Parcels**"). A legal description of the Grantee's Parcels is attached to and made part of this Agreement as Exhibit "B".

C. Grantee desires to acquire, for the benefit of Grantee's Parcels, an easement ("**Easement**") across a portion of Grantor's Parcel for the purpose of installing, maintaining, improving, repairing and replacing pipelines for the delivery of water from wells located on Grantee's Parcels to residences that are served by Grantee.

THEREFORE, IN EXCHANGE FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby sell, transfer, and convey unto Grantee a non-exclusive, permanent and irrevocable easement across a 15-foot wide portion of Grantor's Parcel (the "**Easement Area**"). A legal description of the Easement Area is attached to and made part of this Agreement as Exhibit "C".
2. Grantor and Grantee mutually acknowledge, understand and agree that the Easement Area shall be solely used by Grantee for the purpose of installing, maintaining, improving, repairing and replacing pipelines that deliver water from wells located on Grantee's to residences served by Grantee. The Easement Area may be accessed and used by Grantee and Grantee's employees, agents, contractors, customers and other invitees (individually, a "**Grantee Party**" and, collectively, the "**Grantee Parties**").

3. In order to utilize the Easement Area as described in this Agreement, the Grantee Parties will need to access the Easement Area from that certain public roadway located adjacent to the Grantor's Parcel known as Via Monaco Drive (1100 South) (the "**Public Roadway**"). Accordingly, Grantee hereby grants Grantee Parties the right to transport equipment and personnel over and across Grantor's Parcel between the Public Roadway and the Easement Area in order to install, maintain, repair and replace pipelines in the Easement Area.

4. Grantee shall be responsible for installing, maintaining, repairing and/or replacing any such pipelines located in the Easement Area or extending from the Easement Area.

5. This Agreement, and the Easement granted herein, shall be appurtenant to, and shall run with, the Grantor's Parcel for the benefit of the Grantee's Parcels. Each and every one of the benefits and burdens of this Agreement, including the Easement granted herein, shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Grantor and Grantee. Upon either party's conveyance of its interest in the Grantor's Parcel or the Grantee's Parcels, such party shall no longer have any rights, obligations, liabilities or responsibilities whatsoever in connection with this Agreement, the Easement or the Easement Area, and all such rights, obligations, liabilities or responsibilities shall be assumed by the individual or entity to whom the party has conveyed its interest.

6. This Agreement constitutes the entire agreement between the Grantor and Grantee regarding the Easement and the Easement Area, and any other matters addressed herein, and no additional or different oral representation, promise or agreement shall be binding upon Grantor or Grantee with respect to the subject matter of this Agreement.

7. This Agreement, and the Easement granted herein, shall become effective and enforceable immediately upon the recording of this Agreement in the Weber County Recorder's Office.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement as of the date indicated and verified by the notary who shall notarize each party's signature.

GRANTOR:

John M. Schlaf

GRANTEE:

Lakeview Water Corporation,
a Utah corporation



Ray Bowden, President

Exhibit "A"
to
Easement Agreement

Legal Description of Grantor's Parcel

WEBER COUNTY PARCEL 20-045-0006

LOT 32 AS SHOWN ON THAT CERTAIN PLAT MAP ENTITLED "VALLEY-LAKE ESTATES NO. 3"
RECORDED ON JULY 28, 1969, AS ENTRY NO. 523566 IN BOOK 16 OF PLATS AT PAGE 24 OF THE
OFFICIAL RECORDS OF THE RECORDER'S OFFICE OF WEBER COUNTY, STATE OF UTAH.

Exhibit "B"
to
Easement Agreement

Legal Description of Grantee's Parcels

WEBER COUNTY PARCEL 20-037-0001

PART OF LOT 1, VALLEY-LAKE ESTATES NO. 1, WEBER COUNTY, UTAH; DESCRIBED LAND WHICH IS INCLUDED WITHIN A 100 FOOT RADIUS FROM A CENTER POINT, WHICH CENTER POINT IS LOCATED SOUTH 0D08' WEST 40 FEET AND WEST 5 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1.

WEBER COUNTY PARCEL 20-036-0005

LAND WHICH IS INCLUDED WITHIN A 100 FOOT RADIUS FROM A CENTERPOINT, WHICH CENTER POINT IS LOCATED AT A POINT 20 FEET SOUTH AND 10 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, VALLEY LAKE ESTATES NO.1, WEBER COUNTY, UTAH.

Exhibit "C"
to
Easement Agreement

Legal Description of Easement Area

A part of the North Half of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point which is 3994.01 feet South 89°52'00" East along the Section Line and 1828.30 feet South 00°08'00" West from the Northwest Corner of said Section 24; Point of Beginning being the Southeast Corner of Lot 32, Valley Lake Estates No. 3; and running thence South 00°08'00" West 15.00 feet; thence North 88°37'37" West 194.25 feet; thence left along the arc of a 225.00 foot radius curve a distance of 15.01 feet (long chord bears North 03°17'02" East 15.01 feet) to the Southwest Corner of said Lot 32; thence South 88°37'37" East 193.43 feet to the POINT OF BEGINNING.

Contains, 2,907 square feet.