

Return to:

3718 NORTH WOLF CREEK DRIVE
EDEN, UTAH 84310

Grantor Parcel Number: 220160100 and 220160099

STORM DRAIN EASEMENT

For value received, Wolf Creek Water and Sewer District Grantor(s)), hereby grants to, WS The Point LLC ("Grantee") a storm drain easement for construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of a storm drain line and all necessary or desirable accessories and appurtenances thereto, including without limitation: 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 "A" attached hereto and by this reference made a part hereof:

Legal Description: A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE GRANTORS NORTH PROPERTY LINE BEING LOCATED NORTH 89°14'39" WEST 828.37 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND SOUTH 00°00'00" EAST 499.53 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 26°12'59" EAST 183.86 FEET; THENCE SOUTH 18°27'18" EAST 231.30 FEET; THENCE SOUTH 71°32'42" WEST 10.00 FEET; THENCE NORTH 18°27'18" WEST 230.62 FEET; THENCE NORTH 26°12'59" WEST 180.33 FEET TO SAID NORTH PROPERTY LINE; THENCE ALONG SAID NORTH PROPERTY LINE NORTH 47°52'44" EAST 10.40 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No. 220160100 and 220160099

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 therefore) 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.

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

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

