

SEWER FEASIBILITY DOCUMENT  
(SEE "2.e." ON pg. 2)



\*W2590948\*

WHEN RECORDED RETURN TO:  
Melven E. Smith  
Smith Knowles, P.C.  
4723 Harrison Blvd. #200  
Ogden, UT 84403

E# 2590948 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-Aug-12 0305 PM FEE \$25.00 DEP SC  
REC FOR: SMITH KNOWLES PC  
ELECTRONICALLY RECORDED

**RIGHT-OF-WAY AND UTILITY EASEMENT AGREEMENT**

This Right-of-Way and Utility Easement Agreement ("Easement Agreement") is entered into this 16<sup>th</sup> day of August, 2012, by and between John and Edna Langeland Family Limited Partnership, (hereinafter "Grantor"), and Mountain Sewer Corporation, a Utah corporation, (hereinafter "Grantee"). Grantor and Grantee shall hereinafter be collectively referred to as the "Parties" and sometimes individually as a "Party."

**RECITALS:**

A. WHEREAS, Grantor is the owner of that certain real property located to the north and adjacent to The Chalets at Ski Lake Phase 5 Subdivision, and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor Property").

B. WHEREAS, Grantee is a private utility company certificated by the Utah Public Service Commission to provide sanitary sewer services within the Ski Lake Special Service District, a political subdivision of the State of Utah.

C. WHEREAS, the Parties now desire to enter into this Easement Agreement to provide Grantee and its heirs, successors and/or assigns, with a perpetual non-exclusive right-of-way easement over, across, and under the easement area on the Grantor Property, which easement area is more particularly described in Exhibit "B" and further illustrated in Exhibit "C" (hereinafter "Easement Area"). Both exhibits are attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, it is hereby agreed as follows:

1. Easement Grant. Grantor does hereby convey, grant and transfer to Grantee and its heirs, successors and/or assigns, a perpetual non-exclusive right-of-way easement over, across, and under the Easement Area.

2. Use and Scope. The following terms and conditions shall apply to this Easement Agreement:

- a. This Easement Agreement shall become effective upon execution by Grantor and Grantee and shall continue in perpetuity.
- b. The rights created in this Easement Agreement are for the benefit of the Grantee, and its successors and/or assigns, for a perpetual-right-of way easement over, across and under the Easement Area for the purpose of installing, laying, maintaining, repairing, inspecting, protecting, removing and replacing, a sewer pipeline within the Easement Area.
- c. The Easement granted herein shall also inure to the benefit of any body politic or corporation authorized to lay, maintain, repair, inspect, protect, remove and replace the sewer pipeline described herein.
- e. Grantee agrees that Grantor shall have the right to connect to the sewer pipeline to be installed within the Easement Area without making any capital contribution or reimbursement payment to Grantee. However, if such occurs, Grantor will be responsible for the cost of laying pipe from the home or homes to be built upon the Grantor Property to the existing sewer pipeline and to pay all required connection, hook up and turn on

fees and costs approved by the Public Service Commission at the time of connection.

3. Grantor's Use of Grantor's Property. Grantor may use Grantor's Property and the Easement Area in any way it deems appropriate so long as Grantor's use does not obstruct, impede, or interfere with Grantee's reasonable use of the Easement Area for the purposes for which this easement is created.

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

5. Amendment. This Easement Agreement is subject to amendment only in writing by the unanimous consent of the Parties.

6. Repair. Grantee agrees, at Grantee's cost and expense, to reasonably restore the Easement Area to its pre-disturbed condition following installation, replacement and/or maintenance of the sewer pipeline.

**THIS SECTION PURPOSELY LEFT BLANK**

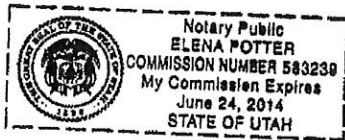
IN WITNESS WHEREOF the undersigned have caused this Easement Agreement to be executed the day and year first written above.

John and Edna Langeland Family  
Limited Partnership  
By:

[Signature]  
Its: authorized agent

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

On the 16<sup>th</sup> day of August, 2012, personally appeared before me S. Emil Langeland, who duly acknowledged to me that he executed the same.



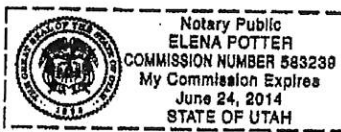
[Signature]  
Notary Public

Mountain Sewer Corporation  
By:

[Signature]  
Melven E. Smith  
Its: Authorized Agent

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

On the 16<sup>th</sup> day of August, 2012, personally appeared before me, Melven E. Smith, who did say that he is the Authorized Agent of Mountain Sewer Corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of Mountain Sewer Corporation and that he duly acknowledged to me that said Corporation executed the same.



[Signature]  
Notary Public

EXHIBIT A  
(Grantor Property)

BEGINNING AT A POINT 670 FEET WEST OF THE NORTHEAST CORNER OF NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. RUNNING THENCE SOUTH 290 FEET; THENCE WEST 290 FEET; THENCE NORTH 290 FEET TO QUARTER SECTION LINE, THENCE EAST 290 FEET TO POINT OF BEGINNING.

TAX ID# 20-035-0003 \ \

EXHIBIT B

(Easement Area)

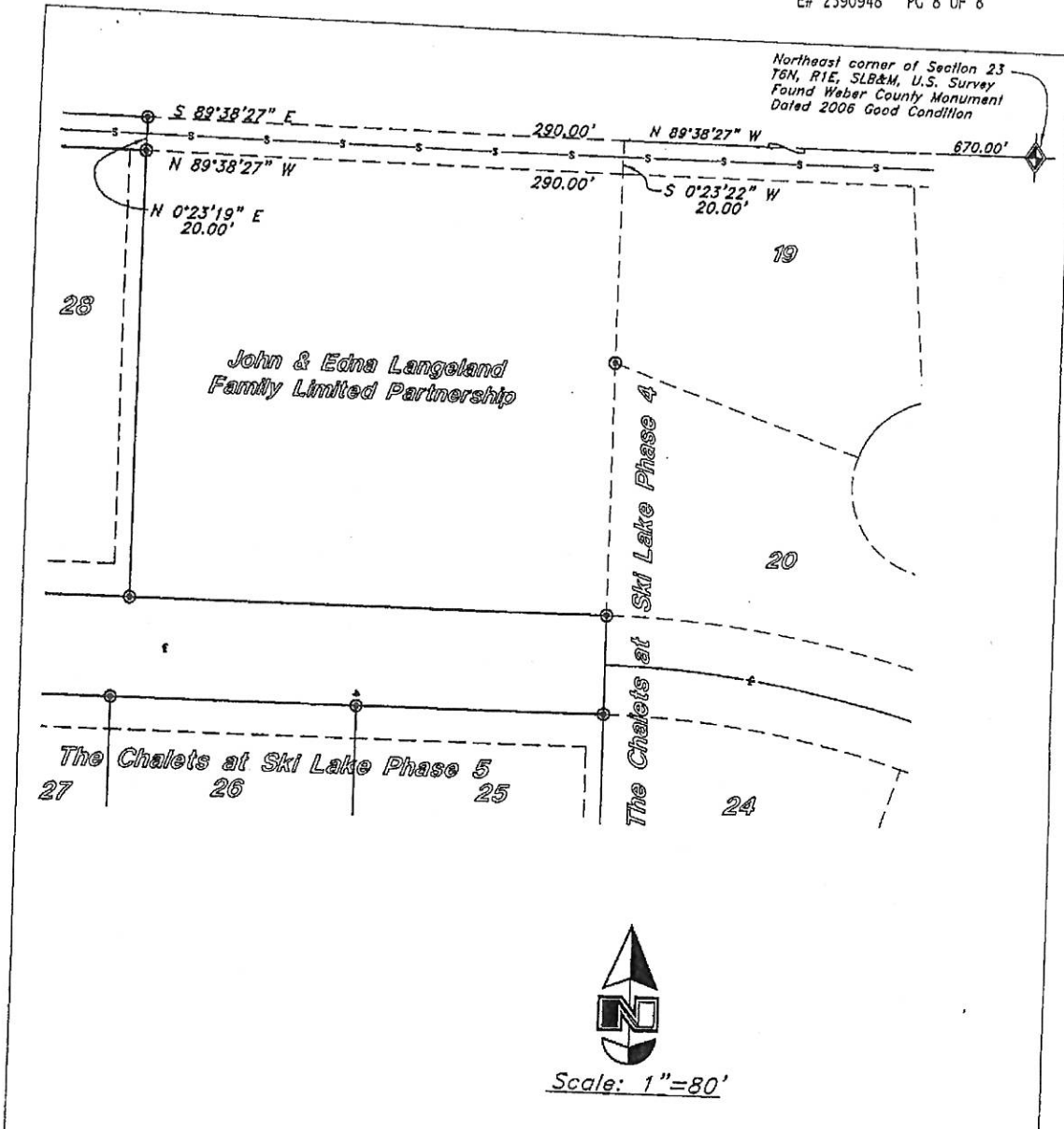
A part of the Northeast Quarter of Section 23, Township 6 North, Range 1 East,  
Salt Lake Base and Meridian, U.S. Survey:


Beginning at the Northeast corner of said Langland parcel, said point being on the North  
Section line of said Section 23 being 670.00 feet North  $89^{\circ}38'27''$  West along said North  
Section line from the Northeast corner of said Section 23; running thence along the East  
boundary line of said parcel South  $0^{\circ}23'22''$  West 20.00 feet; thence North  $89^{\circ}38'27''$   
West 290.00 feet to the Westerly boundary line of said parcel; thence along said Westerly  
boundary line North  $0^{\circ}23'19''$  East 20.00 feet to the Northwest corner of said parcel, said  
point being on said North Section line; thence along the North boundary line of said  
parcel and said Section line South  $89^{\circ}38'27''$  East 290.00 feet to the point of beginning.

20-035-0003 \

Contains 5,800 sq. ft. or  
0.133 acre.

**EXHIBIT C**  
(Easement Area Plat)



 <b>GREAT BASIN ENGINEERING</b> <small>5745 SOUTH 1475 EAST ORDEEN, UTAH 84403                  MAIN (801)394-4518 B.L.C (801)521-0222 FAX (801)393-7844                  WWW.GREATBASINENGINEERING.COM</small>	Job Name: THE CHALETs AT SKI LAKE PHASE 5 Scale: 1"=80' Job No: 96N120 Date: 25 Jul, 2012	Sheet No. <b>2</b>
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