

W2381510

<p>Recorded at the Request of Gary L. Longmore, Esq. Ray Quinney & Nebeker P.C. 36 South State Street, Suite 1400 Salt Lake City, UT 84111</p> <p>Mail Tax Notice to: Bearing Point Investments, LLC Attn: Craig Hansen, Manager P.O. Box 385 Lapoint, Utah 84039</p>	<p>EN 2381510 PG 1 OF 3 ERNEST D ROWLEY, WEBER COUNTY RECORDER 23-DEC-08 1053 AM FEE \$20.00 DEP SPY REC FOR: BEARING POINT INVESTMENTS</p> <p>Space above for County Recorder's use</p>
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PARCEL I.D. # 15-085-0000
15-085-0024
15-085-0025

QUIT-CLAIM DEED

Carl Myrlin Hansen and Oertel H. Hansen, Trustees of the Carl Myrlin Hansen Family Revocable Trust, dated January 26, 1979, City of Ogden, County of Weber, State of Utah, Grantors, hereby QUIT-CLAIM to Bearing Point Investments, LLC, a Utah limited liability company, Grantee, City of Lapoint, County of Uintah, State of Utah, for the sum of Ten and No/100 Dollars and other good and valuable consideration, all of Grantors' interest in and to the following described tracts of land in Weber County, State of Utah:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all improvements and appurtenances thereunto belonging.

WITNESS the hand of said Grantors, this 23 day of December, 2008.

Carl Myrlin Hansen
Carl Myrlin Hansen, Trustee

Oertel H. Hansen
Oertel H. Hansen, Trustee

STATE OF UTAH)
COUNTY OF Weber) ss.

The foregoing instrument was acknowledged before me this 23 day of December, 2008, by Carl Myrlin and Oertel H Hansen

Wendy L. Weiswald
Notary Public

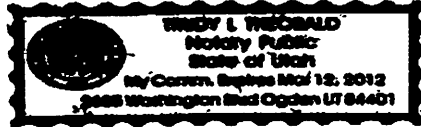


EXHIBIT "A"

Parcel 1: Tax I.D. #15-085-0006 *Handwritten initials*

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING 20 CHAINS NORTH FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE EAST 30 CHAINS; THENCE NORTH 160 FEET; THENCE EAST TO A POINT 550 FEET WEST AND NORTH 1480 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 170 FEET; THENCE WEST TO A POINT NORTH FROM BEGINNING; THENCE SOUTH 5 CHAINS TO THE PLACE OF BEGINNING.

Parcel 2: Tax I.D. #15-085-0024 *Handwritten: 15-085-0024 (15-085-0024) 15-085-0027 1/2*

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN U S SURVEY:

BEGINNING AT A POINT WEST 40 FEET AND NORTH 40 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT ALSO BEING THE NORTH LINE OF 3300 SOUTH STREET AND THE WEST LINE OF 4700 WEST STREET RUNNING THENCE WEST 150 FEET ALONG THE SAID NORTH LINE OF 3300 SOUTH STREET TO THE EAST LINE OF CLOVERSIDE ACRES SUBDIVISION THENCE NORTH 0D34'18" EAST 280 FEET, THENCE NORTH 89D12'45" WEST 300 FEET, THENCE SOUTH 0D34'18" WEST 280 FEET, THENCE WEST 160.00 FEET, MORE OR LESS, TO THE EAST LINE OF KARTCHNER SUBDIVISION THENCE NORTH 00D47'15" EAST 224.23 FEET, THENCE SOUTH 89D30'25" WEST 338.76 FEET, THENCE SOUTH 28D11'42" WEST 246.59 FEET TO THE NORTH LINE OF 3300 SOUTH STREET, THENCE ALONG SAID NORTH LINE WEST TO THE EAST LINE OF 5100 WEST STREET, THENCE NORTH 620 FEET, THENCE EAST 2317 FEET, THENCE SOUTH 150 FEET, THENCE EAST 250 FEET TO THE WEST LINE OF 4700 WEST STREET, THENCE ALONG SAID WEST LINE SOUTH 470 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPT: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE NORTH 01D00'31" EAST ALONG THE SECTION LINE 810.00 FEET; THENCE SOUTH 89D12'45" EAST 323 FEET; THENCE SOUTH 01D00'31" WEST 810.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 32; THENCE NORTH 89D12'45" WEST ALONG SAID SECTION LINE 323 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. (E#2346507)

ALSO LESS AND EXCEPTING THE FOLLOWING: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF KARTCHNER SUBDIVISION BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3300 SOUTH STREET LOCATED NORTH 89D12'45" WEST 1119.26 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND NORTH 00D47'15" EAST 40 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE NORTH 89D12'45" WEST 1545.86 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 5100 WEST STREET; THENCE NORTH 01D00'31" EAST 810.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89D12'45" EAST 1855.78 FEET; THENCE SOUTH 00d47'15" WEST 591.97 FEET TO THE NORTHWEST CORNER OF KARTCHNER SUBDIVISION; THENCE SOUTH 28D11'42" WEST 246.59 FEET ALONG THE WEST BOUNDARY OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

Job Name _____
Designer _____
Date _____
Sheet No. _____
Job No. _____

Parcel 3: Tax I.D. #15-085-0025-

15-085-0028 (15-085-0025)
 15-085-0027 A.)

PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST QUARTER RUNNING THENCE EAST 2190 FEET; THENCE SOUTH 200 FEET; THENCE EAST 140 FEET; THENCE SOUTH 150 FEET; THENCE EAST 310 FEET; THENCE SOUTH 150 FEET; THENCE EAST 310 FEET; THENCE SOUTH 310 FEET; THENCE WEST 2840 FEET; THENCE NORTH 680 FEET TO THE BEGINNING.

EXCEPT: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE NORTH 01D00'31" EAST ALONG THE SECTION LINE 810.00 FEET; THENCE SOUTH 89D12'45" EAST 323 FEET; THENCE SOUTH 01D00'31" WEST 810.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 32; THENCE NORTH 89D12'45" WEST ALONG SAID SECTION LINE 323 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. (E#2348507)

ALSO LESS AND EXCEPTING THE FOLLOWING: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF KARTCHNER SUBDIVISION BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3300 SOUTH STREET LOCATED NORTH 89D12'45" WEST 1119.28 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND NORTH 00D47'15" EAST 40 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE NORTH 89D12'45" WEST 1545.86 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 5100 WEST STREET; THENCE NORTH 01D00'31" EAST 810.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 89D12'45" EAST 1655.78 FEET; THENCE SOUTH 00D47'15" WEST 591.97 FEET TO THE NORTHWEST CORNER OF KARTCHNER SUBDIVISION; THENCE SOUTH 28D11'42" WEST 246.59 FEET ALONG THE WEST BOUNDARY OF SAID SUBDIVISION TO THE POINT OF BEGINNING.



WEBER COUNTY

Application for Assessment and Taxation of Agricultural Land UCA 59-2-501 to 515



W2393342

E# 2393342 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
24-FEB-09 1222 PM FEE \$30.00 DEP SPY
REC FOR: CARL MYRLIN HANSEN

Account Number: 3073

Change Date: 23-DEC-08

Owner and Lessee Information

Owner's Name: BEARING POINT INVESTMENTS LLC
 Mailing Address: P O BOX 385
 City, State: LAPOINT UT Zip: 84039
 Lessee's Name: _____
 Mailing Address: _____
 City, State: _____ Zip: _____

Property Information

Total Acres: 67.83
 Serial Numbers: 150840016 150850003 150850006 150850008 150850011
 150850026 150850028

Legal Description: SEE ATTACHED

Certification

Read the following and sign below. Signature(s) must be notarized.

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE TRUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (see Utah Code 59-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand that the rollback tax is a lien on the property until paid and that the application constitutes consent to audit and review. I understand that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.



Date Subscribed and Sworn: 2-24-09
 Notary Signature: X *Angela L Hill*
 County Assessor Signature: X *Angela L Hill* Date: 2-24-09

Owner	Date
X <i>Dwayne J. Hanson</i>	<i>Feb. 24, 09</i>
Owner	Date
X _____	_____
Owner	Date
X _____	_____
Owner	Date
X _____	_____
Owner	Date
X _____	_____

Job Name: _____
 Designer: _____
 Drwg. Ref.: _____
 Date: _____
 Sheet No.: _____
 Job No.: _____

Account 3073

Serial Number: 150840016  Acres: 8.76 Desc Chg: 20-JAN-06

11 PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH,
 12 RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 20
 13 CHAINS NORTH AND 20 CHAINS WEST OF THE SOUTHEAST CORNER OF
 14 SAID QUARTER SECTION, THENCE NORTH 330 FEET, THENCE WEST
 15 1029.6 FEET, THENCE SOUTH 150 FEET, THENCE WEST 257.4 FEET
 16 TO THE EAST LINE OF COUNTY ROAD, THENCE NORTH 150 FEET, THENCE
 17 WEST 73 FEET, THENCE SOUTH 330 FEET, THENCE EAST 1360 FEET TO
 18 THE PLACE OF BEGINNING.

19 TOGETHER WITH AND SUBJECT TO EXISTING RIGHTS-OF-WAY.
 20 EXCEPTING THEREFROM THE FOLLOWING: PART OF THE SOUTHEAST
 21 1/4 OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE
 22 BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT NORTH
 23 00D34'22" EAST ALONG THE QUARTER SECTION LINE 1519.78 FEET
 24 AND SOUTH 88D35'42" EAST 290.42 FEET FROM THE SOUTH QUARTER
 25 CORNER OF SAID SECTIION 32, THENCE NORTH 00D34'22" EAST
 26 133.10 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE
 27 SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST
 28 QUARTER OF SAID SECTION 32, THENCE SOUTH 89D53'30" EAST ALONG
 29 SAID NORTH LINE 19.72 FEET, THENCE SOUTH 00D34'22" WEST
 30 133.20 FEET, THENCE NORTH 88D35'42" WEST 19.72 FEET TO THE
 31 POINT OF BEGINNING. (AS DESCRIBED E#2155846)

Serial Number: 150850003  Acres: 1.55 Desc Chg:

11 PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST
 12 QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT
 13 LAKE MERIDIAN, U.S. SURVEY: BEGINNING 50 FEET SOUTH OF THE
 14 NORTHEAST CORNER OF THE SAID SOUTH 1/2 OF SOUTHWEST QUARTER,
 15 AND RUNNING THENCE SOUTH 150 FEET, THENCE WEST 450 FEET,
 16 THENCE NORTH 150 FEET, THENCE EAST 450 FEET TO THE PLACE
 17 OF BEGINNING.
 18 SUBJECT TO RIGHT-OF-WAY OF COUNTY ROAD ALONG THE EAST
 19 SIDE THEREOF.
 20 CONTAINING 1.55 ACRES.

Serial Number: 150850006  Acres: 15.59 Desc Chg: 08-MAY-79

11 PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH,
 12 RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 20
 13 CHAINS NORTH FROM THE SOUTHWEST CORNER OF SAID QUARTER
 14 SECTION; RUNNING THENCE EAST 30 CHAINS; THENCE NORTH 160 FEET;
 15 THENCE EAST TO A POINT 550 FEET WEST AND NORTH 1480 FEET FROM
 16 THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 170
 17 FEET; THENCE WEST TO A POINT NORTH FROM BEGINNING; THENCE
 18 SOUTH 5 CHAINS TO THE PLACE OF BEGINNING.
 19 CONTAINING 15.59 ACRES.

Serial Number: 150850008  Acres: .94 Desc Chg: 30-APR-99

11 PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH,
 12 RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:
 13 BEGINNING 20 CHAINS NORTH AND 30 CHAINS EAST FROM THE

RESEARCH / ENGINEERING DEPARTMENT - NOTES

Job No. _____

Sheet No. _____

Designer _____ Drwg. Ref. _____ Date _____

Job Name _____

RESEARCH / ENGINEERING DEPARTMENT - NOTES

Job No. _____

E# 2393342 PG 3 OF 5
Sheet No. _____

Designer _____ Drwg. Ref. _____ Date _____

Account **3073**

Serial Number: **150850008** Acres: **.94** Desc Chg: **30-APR-99**

Job Name SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; RUNNING

15 THENCE EAST 660 FEET; THENCE NORTH 20 FEET; THENCE WEST 462
16 FEET; THENCE NORTH 140 FEET, THENCE WEST 198 FEET, THENCE
17 SOUTH 160 FEET TO POINT OF BEGINNING.
18 CONTAINING 0.94 ACRES.

Serial Number: **150850011** Acres: **0** Desc Chg: **08-MAY-79**

11 PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST
12 QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT
13 LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER
14 OF SAID SOUTH 1/2 OF THE SOUTHWEST QUARTER; RUNNING THENCE
15 SOUTH 50 FEET; THENCE WEST 450 FEET; THENCE NORTH 50 FEET;
16 THENCE EAST 450 FEET TO THE PLACE OF BEGINNING.

Serial Number: **150850026** Acres: **9.27** Desc Chg: **23-DEC-08**

11 PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH,
12 RANGE 2 WEST, SALT LAKE MERIDIAN U S SURVEY: BEGINNING AT A
13 POINT WEST 40 FEET AND NORTH 40 FEET FROM THE SOUTHEAST CORNER
14 OF SAID QUARTER SECTION, SAID POINT ALSO BEING THE NORTH LINE
15 OF 3300 SOUTH STREET AND THE WEST LINE OF 4700 WEST STREET
16 RUNNING THENCE WEST 150 FEET ALONG THE SAID NORTH LINE OF 3300
17 SOUTH STREET TO THE EAST LINE OF CLOVERSIDE ACRES SUBDIVISION
18 THENCE NORTH 0D34'18" EAST 280 FEET, THENCE NORTH 89D12'45"
19 WEST 300 FEET, THENCE SOUTH 0D34'18" WEST 280 FEET, THENCE
20 WEST 160.00 FEET, MORE OR LESS, TO THE EAST LINE OF KARTCHNER
21 SUBDIVISION THENCE NORTH 00D47'15" EAST 224.23 FEET, THENCE
22 SOUTH 89D30'25" WEST 338.76 FEET, THENCE SOUTH 28D11'42" WEST
23 245.59 FEET TO THE NORTH LINE OF 3300 SOUTH STREET, THENCE
24 ALONG SAID NORTH LINE WEST TO THE EAST LINE OF 5100 WEST
25 STREET, THENCE NORTH 620 FEET, THENCE EAST 2317 FEET, THENCE
26 SOUTH 150 FEET, THENCE EAST 250 FEET TO THE WEST LINE OF 4700
27 WEST STREET, THENCE ALONG SAID WEST LINE SOUTH 470 FEET, MORE
28 OR LESS, TO THE PLACE OF BEGINNING.

29 EXCEPT: PART OF THE SOUTHWEST QUARTER OF SECTION 32,
30 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U
31 S SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST
32 QUARTER OF SAID SECTION 32; AND RUNNING THENCE NORTH 01D00'31"
33 EAST ALONG THE SECTION LINE 810.00 FEET; THENCE SOUTH
34 89D12'45" EAST 323 FEET; THENCE SOUTH 01D00'31" WEST 810.00
35 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 32;
36 THENCE NORTH 89D12'45" WEST ALONG SAID SECTION LINE 323 FEET,
37 MORE OR LESS, TO THE POINT OF BEGINNING. (E#2346507)

38 ALSO LESS AND EXCEPTING THE FOLLOWING: PART OF THE
39 SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2
40 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE
41 SOUTHWEST CORNER OF KARTCHNER SUBDIVISION BEING A POINT ON THE
42 SOUTH RIGHT OF WAY LINE OF 3300 SOUTH STREET LOCATED NORTH
43 89D12'45" WEST 1119.26 FEET ALONG THE SOUTH LINE OF SAID

Account 3073**Serial Number: 150850026 Acres: 9.27 Desc Chg: 23-DEC-08**

44 SOUTHWEST QUARTER AND NORTH 00D47'15" EAST 40 FEET FROM THE
 45 SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE
 46 NORTH 89D12'45" WEST 1545.86 FEET ALONG SAID RIGHT OF WAY LINE
 47 TO THE EAST RIGHT OF WAY LINE OF 5100 WEST STREET; THENCE
 48 NORTH 01D00'31" EAST 810.00 FEET ALONG SAID RIGHT OF WAY LINE;
 49 THENCE SOUTH 89D12'45" EAST 1655.78 FEET; THENCE SOUTH
 50 00D47'15" WEST 591.97 FEET TO THE NORTHWEST CORNER OF
 51 KARTCHNER SUBDIVISION; THENCE SOUTH 28D11'42" WEST 246.59 FEET
 52 ALONG THE WEST BOUNDARY OF SAID SUBDIVISION TO THE POINT OF
 53 BEGINNING.

54
 55 [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN
 56 AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS
 57 CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]

Serial Number: 150850028 Acres: 31.2 Desc Chg: 23-DEC-08

11 PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST
 12 QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT
 13 LAKE BASE AND MERIDIAN, U S SURVEY: BEGINNING AT THE
 14 NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST QUARTER
 15 RUNNING THENCE EAST 2190 FEET; THENCE SOUTH 200 FEET; THENCE
 16 EAST 140 FEET; THENCE SOUTH 150 FEET; THENCE EAST 310 FEET;
 17 [THENCE SOUTH 150 FEET; THENCE EAST 310 FEET]; THENCE SOUTH
 18 310 FEET; THENCE WEST 2640 FEET; THENCE NORTH 680 FEET TO THE
 19 BEGINNING.

20 EXCEPT: PART OF THE SOUTHWEST QUARTER OF SECTION 32,
 21 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U
 22 S SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST
 23 QUARTER OF SAID SECTION 32; AND RUNNING THENCE NORTH 01D00'31"
 24 EAST ALONG THE SECTION LINE 810.00 FEET; THENCE SOUTH
 25 89D12'45" EAST 323 FEET; THENCE SOUTH 01D00'31" WEST 810.00
 26 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 32;
 27 THENCE NORTH 89D12'45" WEST ALONG SAID SECTION LINE 323 FEET,
 28 MORE OR LESS, TO THE POINT OF BEGINNING. (E#2346507)

29 ALSO LESS AND EXCEPTING THE FOLLOWING: PART OF THE
 30 SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2
 31 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT THE
 32 SOUTHWEST CORNER OF KARTCHNER SUBDIVISION BEING A POINT ON THE
 33 SOUTH RIGHT OF WAY LINE OF 3300 SOUTH STREET LOCATED NORTH
 34 89D12'45" WEST 1119.26 FEET ALONG THE SOUTH LINE OF SAID
 35 SOUTHWEST QUARTER AND NORTH 00D47'15" EAST 40 FEET FROM THE
 36 SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE
 37 NORTH 89D12'45" WEST 1545.86 FEET ALONG SAID RIGHT OF WAY LINE
 38 TO THE EAST RIGHT OF WAY LINE OF 5100 WEST STREET; THENCE
 39 NORTH 01D00'31" EAST 810.00 FEET ALONG SAID RIGHT OF WAY LINE;
 40 THENCE SOUTH 89D12'45" EAST 1655.78 FEET; THENCE SOUTH
 41 00D47'15" WEST 591.97 FEET TO THE NORTHWEST CORNER OF

RESEARCH / ENGINEERING DEPARTMENT - NOTES

Job No. _____

Sheet No. 2395342 PG 5 OF 5

Designer _____ Drwg. Ref. _____ Date _____

Account 3073

Serial Number: **150850028** Acres: **31.2** Desc Chg: **23-DEC-08**

Job Name
42 KARTCHNER SUBDIVISION; THENCE SOUTH 28D11'42" WEST 246.59 FEET
43 ALONG THE WEST BOUNDARY OF SAID SUBDIVISION TO THE POINT OF
44 BEGINNING.
45
46 [NOTE: THE BRACKETED INFORMATION ABOVE APPEARS TO BE IN
47 ERROR]
48
49 [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN
50 AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS
51 CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]

AGREEMENT

This Agreement entered into this 16th day of NOVEMBER 1990, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, sometimes referred to herein as the STATE, and the WILSON IRRIGATION COMPANY, a corporation organized under the Laws of the State of Utah, sometimes referred to herein as the WATER COMPANY:

WITNESSETH

THAT WHEREAS, the Utah Legislature has authorized the BOARD OF WATER RESOURCES, under Title 73-10 Utah Code Annotated, to enter into contracts for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah; and

WHEREAS, the STATE desires to promote a water conservation project, estimated to cost \$220,000.00, and to provide 75% of the project cost from the Revolving Construction Fund for construction of about 2,000 feet of 48-inch RCP inverted siphon and inlet and outlet structures, hereinafter referred to as the PROJECT and located in Sections 23 and 26, T6N, R2W, SLB&M in Weber County, Utah; and

WHEREAS, it is the desire of the WATER COMPANY to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the PROJECT, and as the WATER COMPANY has the available manpower and facilities necessary to construct the PROJECT, and is ready, willing, and able to enter into a contract for such purpose;

NOW THEREFORE, the Parties hereto enter into this agreement and make the following assignments:

1. The WATER COMPANY hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple as required, to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate the PROJECT; and further agrees to grant and convey to the STATE an easement to use any and all of the WATER COMPANY'S facilities in Section 30, T6N, R1W, and Sections 23, 24, 25, 26, 27, 28, 32, 33, 34, and 35, T6N, R2W, and Sections 3, 4, 5, 7, 8, 9, and 17, T5N, R2W, SLB&M.

FF 1406857 BK1806 PG2976
DOUG CROFTS, WEBER COUNTY RECORDER
17-MAY-96 1010 AM FEE \$0.00 DEP PL
REC FOR STATE OF UTAH WATER RESOURCES

- 15-031-001-0013
- 15-031-001-0014
- 15-031-001-0015
- 15-031-001-0016
- 15-031-001-0017
- 15-031-001-0018
- 15-031-001-0019
- 15-031-001-0020
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- 15-031-001-0037
- 15-031-001-0038
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- 15-031-001-0097
- 15-031-001-0098
- 15-031-001-0099
- 15-031-001-0100

RESEARCH / ENGINEERING DEPARTMENT - NOTES

Job No. _____

Sheet No. _____

Designer _____

Job Name _____

2. The WATER COMPANY hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the PROJECT, and particularly Water User Claim Nos. 35-8980; 35-8036; 35-2160 Application No. U1904; and No. 35-1244 Application No. A32784 Certificate No. 8370.

3. The WATER COMPANY recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the WATER COMPANY under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The WATER COMPANY agrees to supply the necessary manpower and facilities and agrees to complete the construction of the PROJECT regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the WATER COMPANY Seventy-five Percent (75%) of the total cost of constructing the PROJECT, but in no event shall the amount paid by the STATE exceed One Hundred Sixty-five Thousand Dollars (\$165,000.00), and the WATER COMPANY agrees to pay all costs in excess of the amount paid by the STATE.

6. All payments made by the STATE to the WATER COMPANY under this agreement shall be made payable to WILSON IRRIGATION COMPANY and mailed to Vern W. Holmes, Secretary, 2696 West 1800 South, Ogden, Utah, 84401, Phone: 731-2746, or such person as may hereafter be designated by the WATER COMPANY. The WATER COMPANY shall, during the construction period under this agreement, establish in a bank of its choice, a special checking account for the PROJECT, and all monies from any source to be used for payment of obligations towards the construction work shall be deposited in this special account and disbursed by check to meet the obligations of the PROJECT construction. Said account must require all checks be signed by two WATER COMPANY Officers specified by the Board of Directors of the WATER COMPANY. All items of labor and equipment shall be fully accounted for, and once each month the WATER COMPANY shall send to the DIVISION OF WATER RESOURCES a photocopy of each check issued from the said special account during the month. A copy of each Bank statement shall also be provided to the DIVISION OF WATER RESOURCES.

7. It is further agreed that payment of the STATE'S share of the construction costs shall be made periodically to the WATER COMPANY upon the presentation by the WATER COMPANY to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the WATER COMPANY on each work item. The WATER COMPANY shall

KC06668

Handwritten notes and drawings are present in the left margin and bottom of the page, including a list of numbers and various scribbles.

withhold Ten Percent (10%) of each payment to the construction contractor until Fifty Percent (50%) of the work has been completed, at which time the remaining partial payments may be made in full, if the work is progressing satisfactorily. Also, whenever the work is substantially complete, the amount withheld may be further reduced. The amounts withheld as set forth hereinabove shall be deposited by the WATER COMPANY in a separate interest-bearing account, with the interest accruing to the benefit of the contractors and subcontractors on a pro rata basis according to the work performed by each. The withholdings and the interest earned thereon shall become due and payable to the said contractors and subcontractors upon satisfactory completion of the construction work under this agreement, or sub-agreements, and upon final inspection and acceptance of the work by an engineer designated by the STATE.

8. It is further agreed that the WATER COMPANY shall complete the construction of the PROJECT on or before May 1, 1991, and that title to the entire PROJECT, including all appurtenant facilities and water rights, shall immediately vest in the STATE.

9. The STATE agrees to sell, and the WATER COMPANY agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE to the WATER COMPANY for the construction of the PROJECT, but not to exceed One Hundred Sixty-five Thousand Dollars (\$165,000.00), plus all expense incurred by the STATE for the investigation, development, and administration of the PROJECT. Said expense incurred by the STATE will be determined by the STATE upon completion of the PROJECT.

10. The purchase price shall be payable over a period of approximately Eleven (11) years, in annual installments of Fifteen Thousand Dollars (\$15,000.00) without interest. The first annual installment of Fifteen Thousand Dollars (\$15,000.00) shall become due and payable on the First Day of December, 1991, and a like sum shall be due and payable on the First day of December of each and every year thereafter until the purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the DIVISION OF WATER RESOURCES and the first monies received by the STATE under the terms of this contract will be applied against the indebtedness incurred by the STATE for project investigation, development, and administration until fully paid, and any residue will be applied to funds paid by the STATE for the construction of the PROJECT. Delinquent payments shall bear interest at a rate of Eighteen Percent (18%) per annum.

11. During the purchase period, the WATER COMPANY may not change the use of any PROJECT water or facilities from irrigation

to industrial, municipal, or hydroelectric power generation without the written consent of the Board of Water Resources. The WATER COMPANY agrees that such consent may be conditional upon an amendment to this agreement to reflect a higher interest rate and/or a shorter repayment period for the outstanding balance due the STATE under this agreement. The terms of the amendment shall be negotiable between the Parties hereto.

12. During the period of such purchase under this contract, provided the WATER COMPANY is not delinquent in any manner, the WATER COMPANY shall have and is hereby given the right to use the STATE'S water rights, and all facilities constructed thereunder. During the life of this agreement, the WATER COMPANY agrees to assume, at the WATER COMPANY'S expense, the full and complete obligation of maintaining and operating the constructed works, and other facilities, and of protecting all water rights, easements, and rights-of-way from forfeiture, including the payment of any fees or assessments for said water rights, easements or rights-of-way.

13. In order to secure the payment of the aforesaid purchase price, it is hereby expressly agreed that the STATE may require the WATER COMPANY to assess all outstanding shares of its stock for the full amount of any delinquencies in the aforesaid purchase installments. It is further agreed by the WATER COMPANY that it will not incur any mortgages or encumbrances, other than those already acquired by it, on any of its property, real or personal, without first securing the written consent of the STATE.

14. The WATER COMPANY hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the WATER COMPANY hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

15. In constructing or causing the PROJECT to be constructed, the WATER COMPANY shall comply with the provisions of the Utah Anti-Discrimination Act of 1965 and hereby agrees as follows:

(a) The WATER COMPANY will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, or national origin.

(b) In all solicitations or advertisements for employees, the WATER COMPANY will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.

(c) The WATER COMPANY will send to each labor union or workers representative notices to be provided, stating the WATER COMPANY'S responsibilities under the statute.

(d) The WATER COMPANY will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the statute.

(e) Failure of the WATER COMPANY to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and it shall be canceled, terminated or suspended in whole or in part.

(f) The WATER COMPANY will include the provisions of Items (a) through (e) in every subcontract or purchase order (unless exempted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

16. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

17. The WATER COMPANY hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the development, design, inspection, construction, or operation and maintenance of the Project, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the Project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

18. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the WATER COMPANY is as represented in its application and that the PROJECT meets the STATE'S lending criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

19. After the WATER COMPANY shall have paid in full the purchase price, as defined above, the STATE shall execute such

deeds and bills of sale as will be necessary to revest the same title to the aforesaid property and water rights in the WATER COMPANY.

20. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject or any assignment to any person, firm, or corporation, by the said WATER COMPANY, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

21. No covenant or condition of this contract can be waived except by the written consent of the STATE. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the WATER COMPANY, and until complete performance by the WATER COMPANY of said covenant or condition, the STATE shall be entitled to invoke any remedy available to the STATE under this contract or by law or in equity despite said forbearance or indulgence. Receipt by the STATE of a partial payment of any installment due hereunder shall be deemed to be part payment only and notwithstanding any endorsement, the STATE may accept said payment without prejudice to its right to recover the balance.

22. This agreement shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and the STATE shall not become liable to the WATER COMPANY for any commitments made by the WATER COMPANY until this agreement has been fully executed.

* * * * *

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the WILSON IRRIGATION COMPANY, has caused these presents to be signed and executed on its behalf by Aldo J. Prevedel, its President, and Vern W. Holmes, its Secretary, by authority of a resolution of its Stockholders at a meeting held March 15, 1990.

WILSON IRRIGATION COMPANY

Aldo J. Prevedel
President

Vern W. Holmes
Secretary

87-0233602
Employer Identification No.

BOARD OF WATER RESOURCES

O. Eugene Johansen
Chairman

D. Larry Anderson
Director

AVAILABILITY OF FUNDS:
[Signature]
Division Budget/Accounting

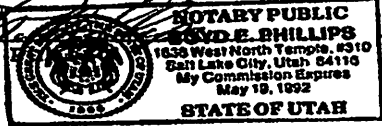
APPROVED: DIVISION OF FINANCE
[Signature] 11/23/90
for Director of Finance


STATE OF UTAH)
County of Salt Lake)**

On the 2nd day of October, 1990, personally appeared before me O. Eugene Johansen and D. Larry Anderson, who being duly sworn did say that they are respectively the Chairman and Director of the BOARD OF WATER RESOURCES, and that they signed the foregoing instrument in behalf of the said BOARD by authority of a resolution of said BOARD, and they also acknowledged to me that the said BOARD executed the same.

STATE OF UTAH)
County of Weber)**

On the 25 day of October, 1990, personally appeared before me Aldo J. Prevedel and Vern W. Holmes, who being duly sworn did say that they are respectively the President and Secretary of the WILSON IRRIGATION COMPANY and that they signed the foregoing instrument in behalf of said Corporation by authority of a resolution of its Stockholders, and they also acknowledged to me that said Corporation executed the same.

[Signature]
Notary

NOTARY PUBLIC
LINDA PHILLIPS
1638 West North Temple, #310
Salt Lake City, Utah 84116
My Commission Expires
May 19, 1992
STATE OF UTAH


NOTARY PUBLIC
MARILYN WESTWOOD
3418 West 3600 South
Roy, Utah 84067
My Commission Expires
June 3, 1993
STATE OF UTAH

[Signature]
Notary Public

CERTIFICATION AND ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
County of Heber)

Comes now Vern W. Holmes, who being first duly sworn upon oath deposes and says: That he is the duly qualified Secretary of the WILSON IRRIGATION COMPANY, a corporation organized under the laws of the State of Utah; that on the 15th day of MARCH, 1990, a meeting of the STOCKHOLDERS of the aforesaid corporation was held at KANESVILLE, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid STOCKHOLDERS in the manner prescribed by law; that at such meeting 34% percent of the total shares of stock in this corporation were represented and that the following resolution was made, seconded and passed by 100% percent of the company stock represented at the meeting.

R E S O L U T I O N

IT IS HEREBY RESOLVED that Aldo J. Prevedel, President, and Vern W. Holmes, Secretary, acting on behalf of the WILSON IRRIGATION COMPANY are hereby authorized to enter into a contract with the State of Utah, acting through the Board of Water Resources, for the construction of a water conservation project consisting of 1,800 feet of 42-inch reinforced concrete pipe "inverted siphon" located in Sections 23 and 26 of T6N, R2W, SLB&M.

FURTHER, that the total estimated cost of completing the project will be \$220,000, of which amount the Board of Water Resources will pay 75 percent of the cost of construction but not to exceed \$165,000 and all additional costs to complete the project will be paid by the WILSON IRRIGATION COMPANY, and

FURTHER, that this corporation shall assign to the Board of Water Resources its properties, easements, and water rights, appurtenant to said project on condition that the same be reconveyed to this corporation upon the payment of the purchase price thereof, such purchase price to be the combined total of all money paid by the Board of Water Resources for the construction of the project, but not to exceed \$165,000, plus all expense incurred by the Board of Water Resources for investigation, development and administration in its accomplishment of project, and

EE 1406857 BK1806 PG2983

FURTHER, that this corporation shall have full use of such properties and water rights during the life of this contract, provided this corporation is not delinquent in any of its obligations under the contract. We further authorize the Board of Directors of this corporation to assess all the outstanding corporate stock for any payments which may become delinquent under the terms of the aforesaid contract.

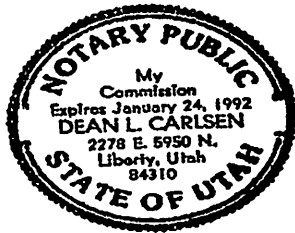
Vern W Holmes
Secretary

STATE OF UTAH)
 : ss
County of Weber)

On this 2nd day of July, 1990, appeared before me Vern W. Holmes who is personally known to me to be the Secretary of the WILSON IRRIGATION COMPANY and who did acknowledge to me under oath that he executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said corporation.

Dean L Carlsen
NOTARY PUBLIC

My Commission Expires: _____



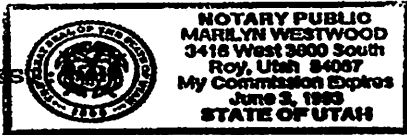
EASEMENT TO USE DISTRIBUTION SYSTEM

WILSON IRRIGATION COMPANY, a corporation of the County of Weber, State of Utah, GRANTOR, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and for the consideration of an agreement dated 16 November, 1990, with the State of Utah, acting through the BOARD OF WATER RESOURCES, GRANTEE, for the construction of about 2,000 feet of 48-inch RCP inverted siphon and inlet and outlet structures, does hereby grant and assign to the State of Utah, acting through the BOARD OF WATER RESOURCES, an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the WILSON IRRIGATION COMPANY in Section 30, T6N, R1W, and Sections 23, 24, 25, 26, 27, 28, 32, 33, 34, and 35, T6N, R2W, and Sections 3, 4, 5, 7, 8, 9, and 17, T5N, R2W, SLB&M.

WITNESS, the hand of the GRANTOR, this 25 day of Oct., 1990.

WILSON IRRIGATION COMPANY

ATTEST



Aldo J. Prevedel
President

Vern W. Holmes
Secretary

E# 1406858 BK1806 PG2985
DOUG CROFTS, WEBER COUNTY RECORDER
17-MAY-96 10:12 AM FEE \$1.00 DEP PL
REC FOR: STATE OF UTAH WATER RESOURCES

STATE OF UTAH)
County of) ss.

On the 25 day of October, 1990, personally appeared before me Aldo J. Prevedel and Vern W. Holmes, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the WILSON IRRIGATION COMPANY, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Aldo J. Prevedel and Vern W. Holmes acknowledged to me that said corporation executed the same.

Marilyn Westwood
Notary Public

My Commission Expires: 6-3-93

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 1 day of February, 2001, by and between Gibson Dairy, L.C., 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). 15-079-0024);

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 FIVE THOUSAND SEVEN HUNDRED FIFTEEN 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# 1751016 BK2115 PG1749
DOUG CROFTS, WEBER COUNTY RECORDER
09-FEB-01 931 AM FEE \$.00 DEP JPM
REC FOR: CENTRAL.WEBER.SEWER

E# 1750936 BK2115 PG1439
DOUG CROFTS, WEBER COUNTY RECORDER
08-FEB-01 328 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, 35 feet on the east side and 35 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.

E# 1751016 BK2115 PG1750

~~E# 1750936 BK2115 PG1440~~

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:

Arthalean K. Gibson

GRANTEE:

Central Weber Sewer Improvement District

By: James L. Wood
Title: General Manager

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

(Individual form of Acknowledgment)

On this 1 day of February, 2001, personally appeared before me Arthalean K. Gibson and _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

John E. Cardon
Notary Public

E# 1751016 BK2115 PG1751



E# ~~1750936~~ BK2115 PG1441

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.

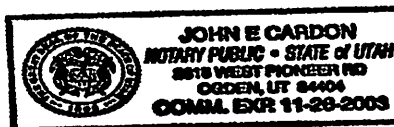
Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 1st day of February, 2001, 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 General Manager

John E. Cardon

Notary Public

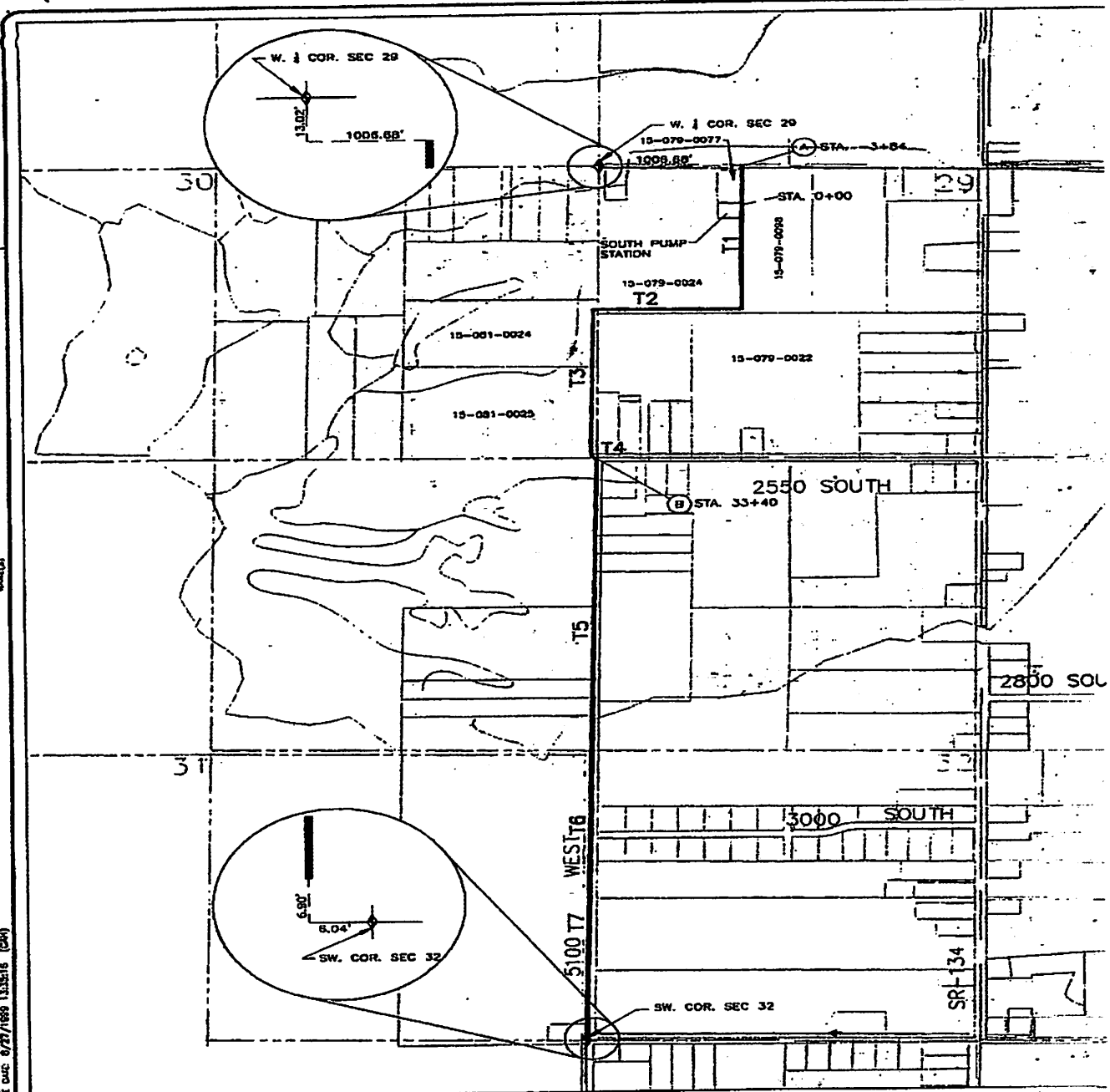


E# 1751016 BK2115 PG1752

E# ~~1751016~~ BK2115 PG1442

PROP FILE 14821171.DWG
DATE 13

FILE NAME: 07/10/10/17/PROPOSED IMPROVEMENTS OF WEST WEBER
FILE DATE: 07/27/10/16/15/15/16 (10/16)



CENTRAL WEBER SEWER IMPROVEMENT DR
WEST WEBER AREA OUTFALL SEWER

E# 1751016 BK 2015 Pg. 1752-A

CENTRAL WEBER

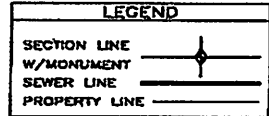
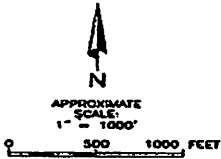
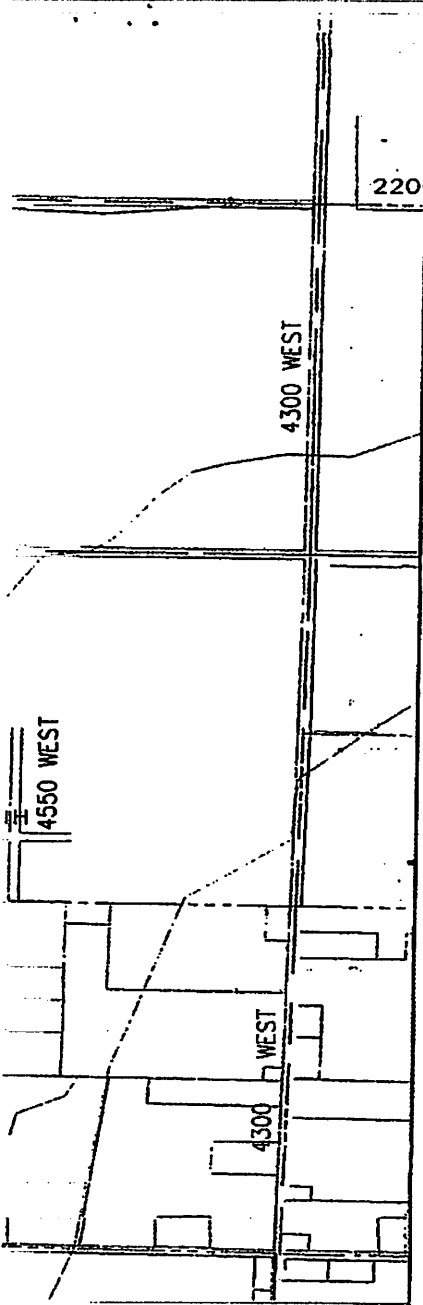
SEWER IMPROVEMENT DISTRICT WEST WEBER AREA OUTFALL SEWER EASEMENT PLAT

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 1,300.00 FEET; THENCE S.00°04'46"W, A DISTANCE OF 390.88 FEET; SAID POINT ALSO BEING 8.90 FEET NORTH, AND 6.04 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° 03' 00" W.	1,300.00'
T7	S. 00° 04' 46" W.	390.88'

TEMPORARY CONSTRUCTION EASEMENT

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

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

DICT

EASEMENTS - LINE C

EXHIBIT
A

EA#1751016 BK2115 Pg. 1752-B

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

ES 1761410 8K2127 PG2660
DOUG CROFTS, WEBER COUNTY RECORDER
02-APR-01 11:01 AM FEE \$0.00 DEP JPH
REC FOR: CENTRAL.WEBER.SEWER

PERPETUAL EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT, made this 30 day of March, 2001, by and between DAVID E. FAVERO, JEANNINE FAVERO, AND THOMAS V. FAVERO, 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). 15-081-0024, 0025);

WHEREAS, Grantee requires a permanent easement and right-of-way across Grantor's land for the construction, operation, and maintenance of a sewer line 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 TEN DOLLARS (\$10.00) 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 south and east side and 15 feet on the north and west side of the sewer line described below, for the purpose of construction, operation, repair, replacement, and maintenance of a sanitary sewer line and the necessary connections, accessories and appurtenances used in connection therewith, 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 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 south and east side and 20 feet on the north and west side of the centerline of said sewer line described in attached Exhibit "A," to survey, clear and excavate, lay,

117037.CBS95.002

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

15

construct, operate, inspect, maintain, protect, repair, replace and/or remove a sewer pipeline and connections, accessories and appurtenances.

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

1. (a) 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 and connections, accessories and appurtenances thereto 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, if necessary, shall restore existing permanent fences, service roads, drainage pipes, culverts and ditches to substantially the same condition as existed prior to construction.

(b) The parties to this Agreement recognize that the easement is passing over farm land and that Grantor is concerned that the installation of the pipeline might cause waters to be accumulated and transported or transferred to the Grantor's property causing an increase in groundwater that may adversely affect the Grantor's use of the land for farming and other purposes and that settling along the easement may cause water to drain off the farmland onto the easement, thereby disrupting the use of the surrounding property for farm purposes. In restoring the area to substantially the same condition as before the construction activity, Grantee shall return the land substantially to its original elevation and drainage pattern. In the event of settling over the trench, Grantor shall so notify Grantee and Grantee will, unless the settling is due to a cause other than the trench for Grantee's pipeline, remediate the settling by hauling in fill dirt and bringing the area over the trench up to grade. Grantee's contractor will place clay cutoff collars at intervals along the trench to minimize the percolation of water from higher to lower elevations through the trench fill material. Should Grantor believe that drainage on Grantor's property has been materially and adversely affected by Grantee's construction activities, Grantor shall so notify Grantee and Grantor and Grantee shall attempt in good faith to negotiate a resolution of the dispute. Should Grantor and Grantee not be able to agree upon causation or appropriate remediation activities, or both, the controversy may be submitted to mediation or arbitration with the concurrence of both parties or Grantor may initiate judicial proceedings.

(c) Grantee shall bury all sewer manholes located on Grantor's property to a depth of 3 feet below finish grade.

2. Grantor reserves the right to construct and maintain fences over and across the easement herein granted and the right to construct and maintain drainage pipes, culverts, ditches and roads that do not interfere with Grantee's easement and 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 and drainage pipes, culverts and ditches that do not interfere with Grantee's easement 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:

David E. Favero
DAVID E. FAVERO

Jeannine Favero
JEANNINE FAVERO

Thomas V. Favero
THOMAS V. FAVERO

GRANTEE:

Central Weber Sewer Improvement District

By: Laura L. Wood

Title: General Manager

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

(Individual form of Acknowledgment)

On this 30 day of March, 2001, personally appeared before me DAVID E. FAVERO, JEANNINE FAVERO and THOMAS V. FAVERO, 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)

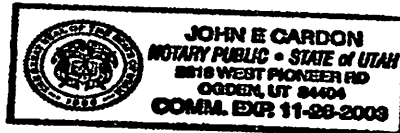
On the ____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, the Grantor named above, and that the foregoing instrument was signed by him/her on behalf of the said corporation, and that he was duly authorized to do the same,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

Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 30 day of March, 2001, 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 General Manager

John E. Cardon
Notary Public



CENTRAL WEBER

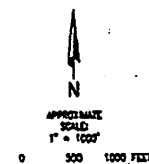
SEWER IMPROVEMENT DISTRICT WEST WEBER AREA OUTFALL SEWER EASEMENT PLAT

ALL THAT REAL PROPERTY SITUATED IN WEBER COUNTY BEING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 6 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.8°04'00"W, A DISTANCE OF 1,000.00 FEET; THENCE S.02°41'30"W, A DISTANCE OF 1,318.00 FEET; THENCE S.27°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°44'46"W, A DISTANCE OF 350.85 FEET; SAID POINT ALSO BEING 6.50 FEET NORTH AND 6.04 FEET WEST OF THE SOUTH WEST CORNER OF SAID SECTION 32.

BASES OF BEARING IS THE WEBER CO. COORDINATE SYSTEM.



LEGEND	
SECTION LINE	
W/ADJUTANT	
SEWER LINE	
PROPERTY LINE	

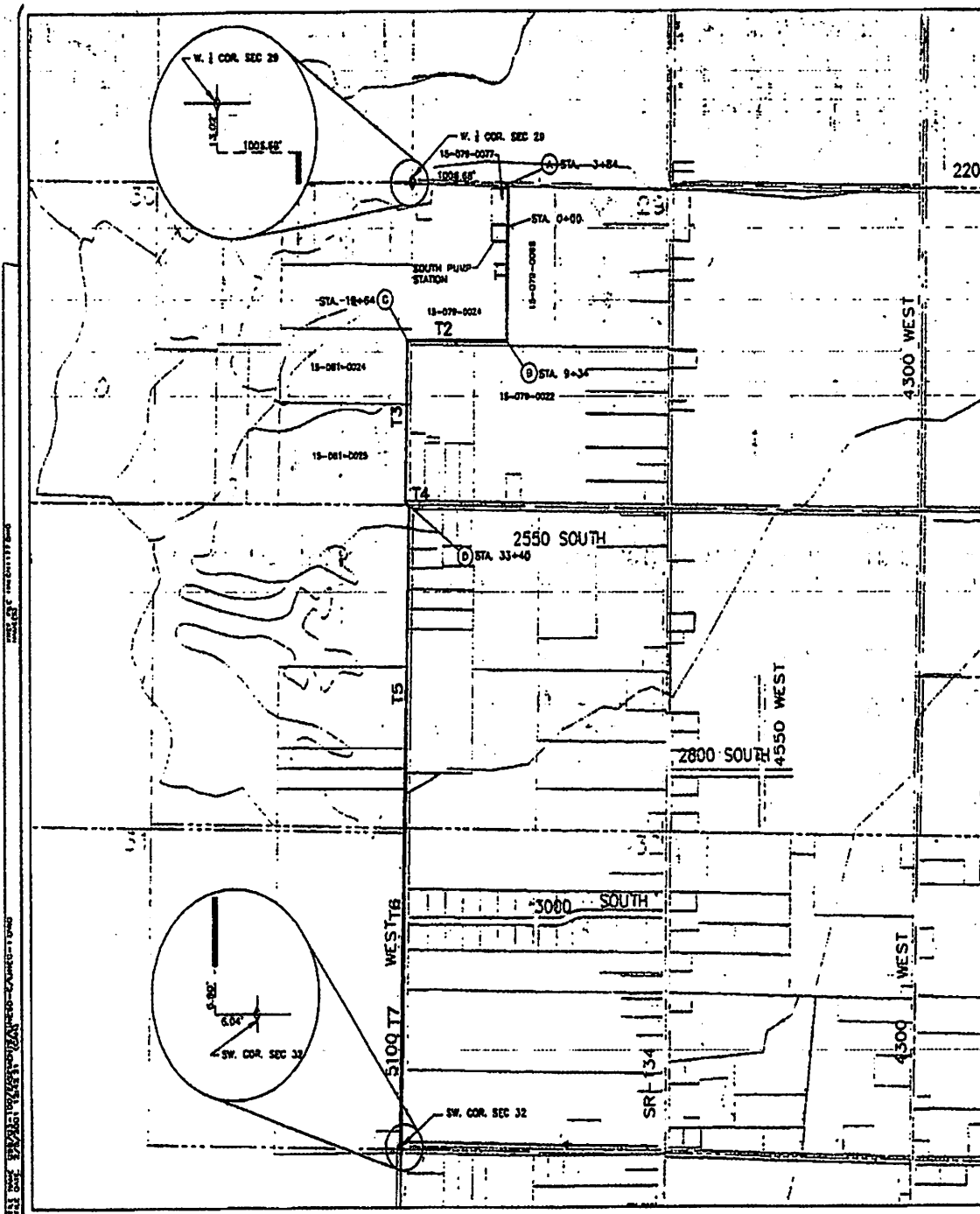
TANGENT TABLE		
LABEL	BEARING	DISTANCE
T1	S. 01° 00' 00" W.	1,318.00
T2	N. 8° 04' 00" W.	1,000.00
T3	S. 02° 41' 30" W.	1,318.00
T4	S. 27° 07' 40" E.	58.00
T5	S. 01° 00' 00" W.	3,375.00
T6	S. 01° 03' 00" W.	1,500.00
T7	S. 00° 04' 46" W.	350.85

TEMPORARY CONSTRUCTION EASEMENT

SYMBOL TO SYMBOL	WIDTH REQUIRED LEFT	RIGHT	CONSTRUCTION STATION BEGIN	END
Ⓐ TO Ⓑ	35.0 FEET	20.0 FEET	+3+84	9+34
Ⓑ TO Ⓒ	35.0 FEET	35.0 FEET	9+34	19+84
Ⓒ TO Ⓓ	30.0 FEET	40.0 FEET	19+84	33+40

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

EP 1761410 BK2127 P62664



CENTRAL WEBER SEWER IMPROVEMENT DISTRICT WEST WEBER AREA OUTFALL SEWER

EASEMENTS - LINE C

EXHIBIT
A

