



W1803664

GRANT OF EASEMENT

WHEREAS, Washington Heights Baptist Church, hereinafter called the Grantors, owners and entitled to possession of real property situated in Weber County, Utah.

WHEREAS, Weber County Corporation, a municipal corporation in the State of Utah, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantors are willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the permission to connect to the storm drain line and the ability to drain at a controlled rate of 1.77 c.f.s. from the church property (piping for this connection is the responsibility of the church; however, no other fees may be assessed against the Grantor in relation to the connection or use of this 2001 Lincoln Highway Storm Drain Pipe Project) to the Grantors made by the Grantee, receipt of which is hereby acknowledged, said Grantors hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual; construction; and access easements hereinafter described to construct, reconstruct, operate, repair, replace and maintain a storm drain system in Weber County, Utah; in, over, upon, across and through those portions of Grantor's land as follows:

07-083-0036-0044,0042

Situated in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. A 10 foot wide permanent utility easement and a 40 foot wide temporary construction easement, respectively 5 feet either side and 20 feet either side of, parallel and adjacent to, the following described centerline:

Beginning at a point that is S 89°21'38" E 745.63 feet from the Southwest corner of the Southeast Quarter of Section 22, thence N 14°47'26" E 51.80 feet, thence N 37°48'24" W 55.88 feet, then N 6°52'35" E 314.60 feet, then N 1°29'03" E 176.15 feet, thence N 26°08'54" E 123.29 feet, thence N 63°41'10" W 187.75 feet, thence N 19°19'12" W 63.76 feet, thence N 29°16'13" E 167.07 feet, thence N 4°48'11" W 104.91 feet to the outlet control structure of the existing Ridgeline Park Subdivision detention basin.

Together with a 12 foot access easement for ingress and egress from the 6200 Right of Way to the permanent easement as approved by Grantors. The location of this 12 foot wide access may be changed from time to time by the Grantor or the Grantor's successors, provided that the grantees shall be provided with uninterrupted, reasonable access from 6200 South Street to the Permanent Easement.

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his/her heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands, comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

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REC FOR: WEBER.COUNTY

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Grantee agrees to assume all liability of whatever nature for damages caused by the construction, maintenance or repair of the pipeline or retaining pond or any other aspect of this easement. Further, said liability of Grantee will include responsibility for damages arising from any personal injury claims or damage to real or personal property, relating to this easement (including the pipeline and retaining pond used in association therewith), and including any attorney fees, costs, or other expenses related thereto, except that Grantors remain liable for their own storm drain line.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, landscaping, pipelines, or roadways, including the appurtenances thereto, damaged or destroyed in said construction or maintenance of this easement, and will restore the surface as near as can be to its original condition.

Grantors agree not to interfere with Grantor's prior easements given to Mountain Fuel Utility, Wes Hardy and Subdivision, Inc., and any others and to assume all responsibility for any damage to or interference with those easements.

WITNESS THE HANDS of Grantors this 18 day of October, 2001.

Mike Sanders
Mike Sanders, Administration Pastor
For Washington Heights Baptist Church

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 18 day of October, 2001, personally appeared before me, Mike Sanders, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Residing at: Ogden, Utah

Nathan B. Bingham
Notary Public
My Commission Expires: June 21, 2005

ACCEPTANCE:

Weber County hereby accepts this grant of easement.

By: Camille Cain
Commissioner Camille Cain

Date: 10/18/01

