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SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 DEC 19 12:43 PM FEE .00 DEP CAC
REC'D FOR SOUTH DAVIS CO SEWER IMP DIST

EASEMENT

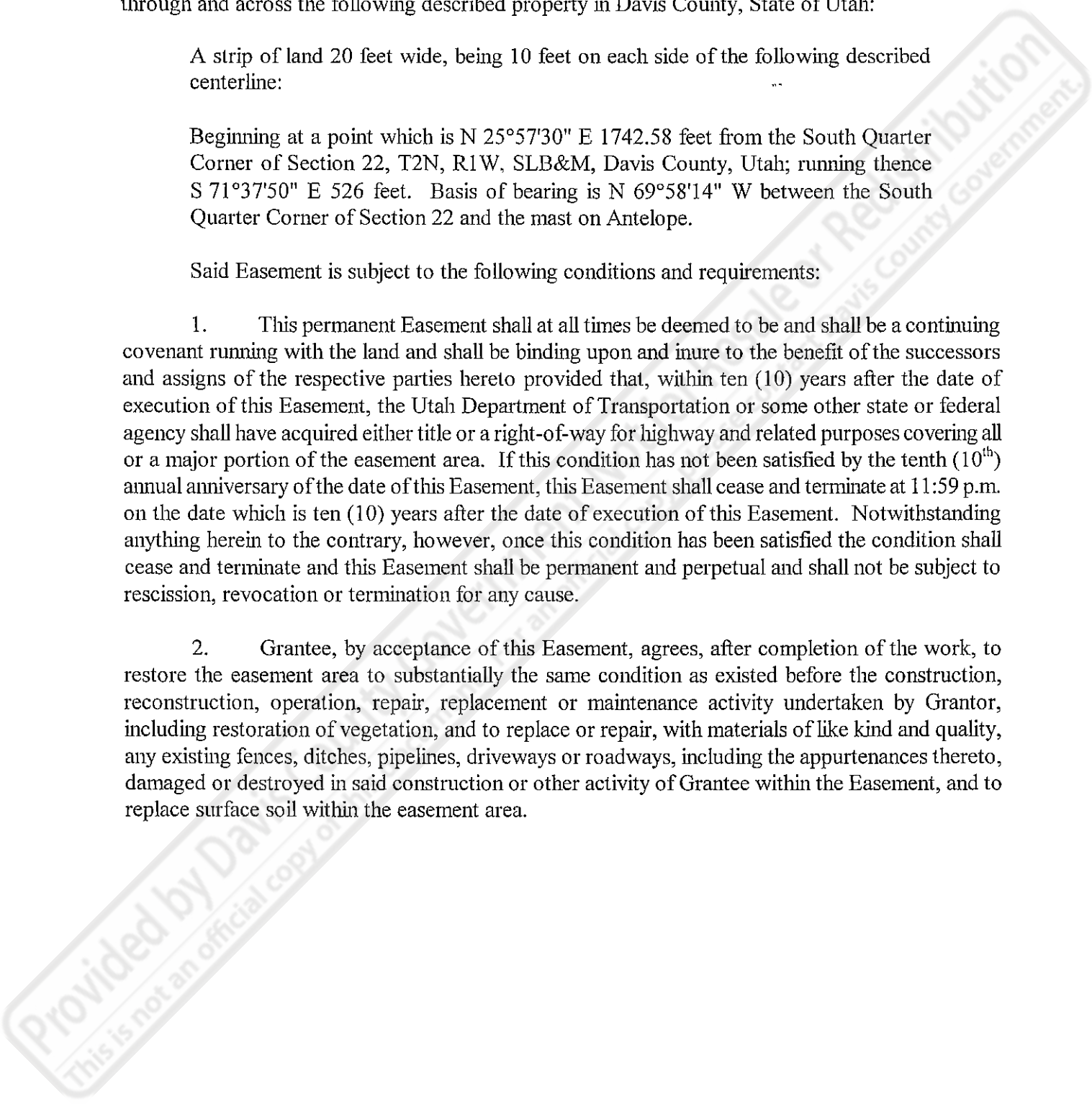
BMJC, L.L.C., a Utah Limited Liability Company, Grantor, hereby GRANTS, CONVEYS and WARRANTS to SOUTH DAVIS COUNTY SEWER IMPROVEMENT DISTRICT, Grantee, of 1800 West 1200 North, West Bountiful, Utah, its successors and assigns, for the sum of One Dollar, the receipt of which is hereby acknowledged, an Easement and Right-Of-Way, insofar as the same lies within the property of Grantor, to construct, reconstruct, operate, repair, replace and maintain a sewer main collection line and accessories and appurtenances used in connection therewith, together with the right to enter upon Grantor's premises for such purposes, on, in, over, under, upon, through and across the following described property in Davis County, State of Utah:

A strip of land 20 feet wide, being 10 feet on each side of the following described centerline:

Beginning at a point which is N 25°57'30" E 1742.58 feet from the South Quarter Corner of Section 22, T2N, R1W, SLB&M, Davis County, Utah; running thence S 71°37'50" E 526 feet. Basis of bearing is N 69°58'14" W between the South Quarter Corner of Section 22 and the mast on Antelope.

Said Easement is subject to the following conditions and requirements:

1. This permanent 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 provided that, within ten (10) years after the date of execution of this Easement, the Utah Department of Transportation or some other state or federal agency shall have acquired either title or a right-of-way for highway and related purposes covering all or a major portion of the easement area. If this condition has not been satisfied by the tenth (10th) annual anniversary of the date of this Easement, this Easement shall cease and terminate at 11:59 p.m. on the date which is ten (10) years after the date of execution of this Easement. Notwithstanding anything herein to the contrary, however, once this condition has been satisfied the condition shall cease and terminate and this Easement shall be permanent and perpetual and shall not be subject to rescission, revocation or termination for any cause.
2. Grantee, by acceptance of this Easement, agrees, after completion of the work, to restore the easement area to substantially the same condition as existed before the construction, reconstruction, operation, repair, replacement or maintenance activity undertaken by Grantor, including restoration of vegetation, and to replace or repair, with materials of like kind and quality, any existing fences, ditches, pipelines, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction or other activity of Grantee within the Easement, and to replace surface soil within the easement area.



3. Grantor agrees not to construct any permanent structure or building within the easement area, but may cross the same with sidewalks, curb, gutter, roadways, highways, driveways, fences or similar improvements. Grantee shall have no liability, responsibility or obligation respecting damage to or destruction of any structure or building placed on or within the Easement in violation of this restriction.

4. Grantee agrees not to construct any above-ground permanent structure or building within the easement area, but this restriction shall not apply to the District's sewer main collection line and accessories and appurtenances which were, at the time of installation, installed below grade. Grantor shall have no liability, responsibility or obligation respecting damage to or destruction of any building or other above-ground structure placed on the Easement in violation of this restriction.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this day of December 7, 2000.

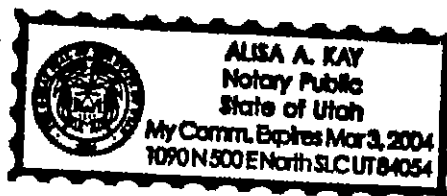
BMJC, L.L.C.
a Utah Limited Liability Company

By: Cindy S. Hatch
Cindy S. Hatch, Managing Member

STATE OF UTAH)
 :SS.
COUNTY OF Davis)

On the 7th day of December, 2000, personally appeared before me CINDY S. HATCH, who being by me duly sworn did say that she is the Managing Member of BMJC, L.L.C., a Utah Limited Liability Company, the entity that executed the foregoing instrument, and acknowledged to me that she executed the foregoing instrument for and on behalf of said limited liability company.

Alisa A. Kay
Notary Public



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