

After recording return to:

RETURNED

AUG 09 2007

E 2296123 B 4342 P 574-576
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/09/2007 01:48 PM
FEE \$0.00 Pgs: 3
DEP RTT REC'D FOR CLINTON CITY

SE 21-5N-2W

**STORM DRAIN EASEMENT
and
TEMPORARY CONSTRUCTION EASEMENT**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The Family Trust of Ellis F. Summers and Emma Jane Bouwhuis Summers, Ellis F. Summers and Emma Jane Bouwhuis Summers trustees, trust dated August 2, 1996**, as Grantor, hereby grants and conveys to the **City of Clinton**, a political subdivision of the State of Utah, as Grantee,

Storm Drain Easement: A non-exclusive perpetual easement to install, maintain, operate, repair, inspect, protect, remove and replace storm drainage lines and facilities over, across, under and through the following described parcel of land (the "Storm Drain Easement Parcel"):

A 20.0 foot wide rectangular parcel, the North line of which is described as follows: Beginning at the Northeast corner of Southfork Farms No. 3, Clinton City, Davis County, Utah; said point being 2029.27 feet North 0°25'00" East along the Quarter Section line and 1326.52 feet South 89°55'08" East along the Weber/Davis County line from the Southwest corner of the Southeast Quarter of Section 21, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 89°55'08" East 1326.56 feet along said County line to the Section line. (Part of Tax Parcel No.

pt 13-049-0028, 0029

Temporary Construction Easement: Also a temporary construction easement to construct and install the storm drainage lines and facilities over, across, under and through the Storm Drain Easement Parcel. This temporary construction easement will expire upon the earlier of: (a) completion of the initial construction and installation of the storm drainage lines and facilities, or (b) December 31, 2009. This temporary construction easement includes a right to Grantee, its contractors and assigns, to enter upon the following described parcel of land (the "Construction Easement Parcel") with such equipment as is necessary to construct and install the storm drain lines and facilities in the Storm Drain Easement Parcel. The Construction Easement Parcel is described as follows:

A 45.0 foot wide rectangular parcel, the North line of which is described as follows: Beginning at the Northeast corner of Southfork Farms No. 3, Clinton City, Davis County, Utah; said point being 2029.27 feet North 0°25'00" East along the Quarter Section line and 1326.52 feet South 89°55'08" East along the Weber/Davis County line from the Southwest corner of the Southeast Quarter of Section 21, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 89°55'08" East 1326.56 feet along said County line to the Section line. (Part of Tax Parcel No.

pt 13-049-0028), 0029

This grant of easements extends only to those portions of the Storm Drain Easement Parcel and Construction Easement Parcel actually owned by Grantor. This grant of easement is not intended to affect and shall be of no effect as to any portion or portions of the Storm Drain Easement Parcel or Construction Easement Parcel which are not owned by Grantor.

Grantors reserve to Grantors, its successors and assigns, for all times hereafter, the sole and exclusive right to use the surface of the premises affected by these easements for any and all purposes, including but not limited to roads, parking areas, landscaping and other useful purposes as deemed appropriate by Grantor, subject to the easements granted herein and not inconsistent with the easements granted herein.

In the event that Grantee, its contractors or assigns, disturb landscaping, lawn, bushes, sprinkling systems, paving, sidewalks or other similar improvements on Grantor's property in the exercise of the easements granted herein, Grantee agrees to promptly restore such improvements to the condition they were in prior to disturbance.

Grantee further agrees to indemnify and hold Grantors harmless with respect to any and all claims or causes of action that may arise as a result of any actions or activities of Grantee, its contractors, or assigns in the exercise of the rights and duties associated with the easements granted hereby.

Grantor agrees to indemnify and hold Grantees harmless with respect to any and all claims or causes of action that may arise as a result of any actions or activities of Grantor, its contractors, or assigns in the exercise of the rights and duties associated with the ownership of their property.

In witness whereof, Grantor has executed this instrument this 20 day of July, 2007.

Ellis F. Summers, Trustee
Ellis F. Summers, Trustee of the Family Trust of Ellis F. Summers and Emma Jane Bouwhuis Summers dated August 2, 1996

Emma Jane Bouwhuis Summers, Trustee
Emma Jane Bouwhuis Summers, Trustee of the Family Trust of Ellis F. Summers and Emma Jane Bouwhuis Summers dated August 2, 1996

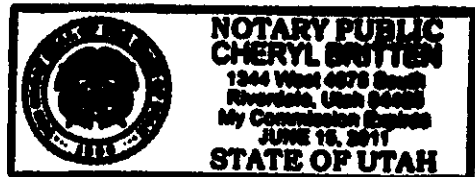
STATE OF UTAH)
 DAVIS) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20 day of July, 2007, by Ellis F. Summers and Emma Jane Bouwhuis Summers, Trustees of the Family Trust of Ellis F. Summers and Emma Jane Bouwhuis Summers dated August 2, 1996.

My Commission Expires:

6/15/07

Cheryl Britten
Notary Public



by Clinton City:

L. Mitch Adams
L. MITCH ADAMS, MAYOR

Attest:

Dennis W. Cluff
DENNIS W. CLUFF, RECORDER

STATE OF UTAH }
 §
COUNTY OF DAVIS }

On the 6 day of August, 2007, personally appeared before me L. MITCH ADAMS, MAYOR and DENNIS W. CLUFF, CITY RECORDER, on behalf of Clinton City who duly acknowledged to me that he is the signer of the above instrument and that he has been authorized by the Clinton City Council to act in this manner and that he executed the same.

Norma S. Thompson
NOTARY PUBLIC

COMMISSION EXPIRES 06-01-2011

