

**WHEN RECORDED MAIL TO:**

City of Woods Cross, Utah  
1555 South 800 West  
Woods Cross, Utah 84087

Parcel I.D. No.: 060950035

**STORM SEWER/DRAIN EASEMENT**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Grantor hereby grants, conveys, sells and sets over unto **THE CITY OF WOODS CROSS, UTAH**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, construct, install, maintain, operate, repair, inspect, protect, remove and replace storm drainage facilities and structures, hereinafter called "Facilities," for the purpose of draining storm water or drainage water, said right-of-way and easement being situate in Davis County, State of Utah, over and through a parcel of the Grantor's land more particularly described as follows:

BEGINNING AT A POINT ON THE EASTERLY LINE OF REDWOOD ROAD, SAID POINT BEING EAST 72.00 FEET AND SOUTH 00°35'00" EAST 327.17 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 01°32'09" EAST FROM SAID WEST QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 35), AND RUNNING THENCE EAST 5.42 FEET; THENCE SOUTH 13°47'31" EAST 275.81 FEET; THENCE SOUTH 89°48'11" EAST 205.37 FEET; THENCE SOUTH 00°06'22" EAST 156.76 FEET; THENCE SOUTH 79°13'41" EAST 183.03 FEET; THENCE SOUTH 20.36 FEET; THENCE NORTH 79°13'41" WEST 203.36 FEET; THENCE NORTH 00°06'44" WEST 153.36 FEET; THENCE NORTH 89°47'42" WEST 201.09 FEET; THENCE NORTH 13°47'31" WEST 229.96 FEET; THENCE NORTH 00°35'00" WEST 64.47 FEET TO THE POINT OF BEGINNING.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to lay, construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. Grantee shall give reasonable notice to Grantor of any such work to be done and to take such actions as may reasonably be requested by Grantor to minimize the adverse effects thereof. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. Grantee shall, or shall cause, the contractor performing the work to restore all property through which the work traverses, including the right-of-way and easement, to as near its original condition as is reasonably possible. Grantor shall have the right to use the above-described premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of storm water or drainage water through the Facilities, or any other rights granted to the Grantee hereunder.

Grantor shall not build or construct or permit to be built or constructed any building, structure or other improvement over or across this right-of-way and easement nor change the contour thereof without

the written consent of Grantee, which shall not be unreasonably delayed or withheld. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 18<sup>th</sup> day of December, 2020.

**"GRANTOR"**

The Landing Strip, LLC

  
\_\_\_\_\_  
Managing Partner

Owen Fisher  
(printed name of Managing Partner)

Its: Managing Partner

**ACKNOWLEDGMENT**

State of Utah )  
: ss.  
County of DAVIS )

On this 18<sup>th</sup> day of December, 2020, personally appeared before me the following person:

OWEN FISHER (name of document signer), whose identity is personally known to me, or proven to be said person by satisfactory evidence, and who being first duly sworn by me affirmed that he/she is a *Managing Partner of The Landing Strip LLC* and that the foregoing instrument was signed by him/her for and on behalf of said entity by authority of its bylaws, operating agreement or resolution of its board of directors or manager(s), and who further affirmed that the above instrument was executed by said person for and on behalf of the Grantor described herein.

Witness my hand and official seal:

  
\_\_\_\_\_  
(notary signature)

Seal:

