

RETURNED

FEB 10 1995

RETURN TO WEST POINT CITY
3016 WEST 300 NORTH
WEST POINT, UTAH 84015

E 1165191 B 1846 P 1207
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 FEB 10 3:09 PM FEE .00 DEP JS
REC'D FOR WEST POINT CITY

CARL NILE SMITH
DAWNA F. SMITH
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SW 29-51-2W

E A S E M E N T

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WATER LINE PROJECT FROM APPROXIMATELY 1800 NORTH AND 4000 WEST STREET TO 1300 NORTH STREET.

FOR THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED GRANTOR(S) HEREBY GRANT, WARRANT, CONVEY, SELL, AND SET OVER UNTO WEST POINT CITY AND HOOPER WATER IMPROVEMENT DISTRICT, EACH A BODY POLITIC OF THE STATE OF UTAH, HEREINAFTER REFERRED TO AS GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL JOINT RIGHT-OF-WAY AND EASEMENT TO LAY, MAINTAIN, OPERATE, REPAIR, INSPECT, PROTECT, INSTALL, REMOVE AND REPLACE CULINARY WATER PIPE LINES, VALVES, SERVICE LINES, AND OTHER CULINARY WATER DISTRIBUTION AND TRANSMISSION STRUCTURES AND FACILITIES, HEREINAFTER CALLED FACILITIES, INsofar AS THEY LIE WITHIN THE PROPERTY OF THE GRANTOR; SAID RIGHT-OF-WAY AND EASEMENT, BEING SITUATED IN DAVIS COUNTY, STATE OF UTAH, OVER AND THROUGH PARCELS OF THE GRANTOR'S LAND LYING WITHIN A STRIP TWENTY-FIVE (25) FEET WIDE, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 2 WEST, SLBM; BEGINNING AT A POINT S 0° 13' 18" W 50 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 29; RUNNING THENCE SOUTH 89° 59' E 25 FEET ALONG THE SOUTH LINE OF 1800 NORTH STREET; THENCE S 89° 59' E 25 FEET ALONG THE SOUTH LINE OF 1800 NORTH STREET; THENCE S 0° 13' 18" W 1535 FEET MORE OR LESS; THENCE N 89° 59' W 25 FEET; THENCE N 0° 13' 18" E 1535 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINS: 0.88 ACRES (APPROXIMATELY 1535 l.f.) Pt 14-031-0034, 0010

TO HAVE AND TO HOLD THE SAME UNTO THE SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, SO LONG AS SUCH FACILITIES SHALL BE MAINTAINED, WITH THE RIGHT OF INGRESS AND EGRESS IN SAID GRANTEE, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ASSIGNS TO ENTER UPON THE ABOVE DESCRIBED PROPERTY WITH SUCH EQUIPMENT AS IS NECESSARY TO INSTALL, MAINTAIN, OPERATE, REPAIR, INSPECT, PROTECT, REMOVE AND REPLACE SAID FACILITIES. DURING CONSTRUCTION PERIODS, GRANTEE AND ITS AGENTS MAY USE SUCH PORTIONS OF GRANTOR'S PROPERTY ALONG AND ADJACENT TO SAID RIGHT-OF WAY AS MAY BE REASONABLY NECESSARY IN CONNECTION WITH THE CONSTRUCTION OR REPAIR OF SAID FACILITIES INCLUDING BUT NOT LIMITED TO TWELVE AND A HALF FEET ON EITHER SIDE OF THIS RIGHT-OF-WAY AND EASEMENT FOR INITIAL CONSTRUCTION TO BE COMPLETED WITHIN SIX MONTHS OF THE

SIGNING OF THIS EASEMENT AND RIGHT-OF-WAY. THE CONTRACTOR PERFORMING THE WORK SHALL RESTORE ALL PROPERTY THROUGH WHICH THE WORK TRAVERSES, TO AS NEAR ITS ORIGINAL CONDITION AS IS REASONABLY POSSIBLE.

GRANTOR(S) SHALL HAVE THE RIGHT TO USE SAID PREMISES EXCEPT FOR THE PURPOSE FOR WHICH THIS RIGHT-OF-WAY AND EASEMENT IS GRANTED TO THE SAID GRANTEE, PROVIDED SUCH USE SHALL NOT INTERFERE WITH THE FACILITIES OR WITH THE DISTRIBUTION AND CONVEYANCE OF CULINARY WATER THROUGH SAID FACILITIES, OR ANY OTHER RIGHTS GRANTED TO THE GRANTEE HEREUNDER.

GRANTOR(S) SHALL NOT BUILD OR CONSTRUCT OR PERMIT TO BE BUILT OR CONSTRUCTED OVER OR ACROSS SAID RIGHT-OF-WAY, ANY BUILDING OR OTHER IMPROVEMENT NOR CHANGE THE CONTOUR THEREOF WITHOUT THE WRITTEN CONSENT OF GRANTEE. THIS RIGHT-OF-WAY AND EASEMENT GRANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE GRANTOR(S) AND THE SUCCESSORS AND ASSIGNS OF THE GRANTEE, AND MAY BE ASSIGNED IN WHOLE OR IN PART BY GRANTEE.

IN WITNESS WHEREOF, THE GRANTOR(S) HAVE EXECUTED THEIR RIGHT-OF-WAY AND EASEMENT THIS 31st day of March 1994.

COUNTY PARCEL NO.	ACREAGE	GRANTOR(S)
14-031-0034	0.06 AC	BY <u>Carl Nile Smith</u> CARL NILE SMITH
14-031-0010	0.82 AC	BY <u>Dawna F. Smith</u> DAWNA F. SMITH

STATE OF UTAH)

COUNTY OF Davis) :SS

On the 31st day of March 1994, personally appeared before me, Carl Nile Smith and Dawna F. Smith, the signer(s) of the above instrument, who duly acknowledged to me they executed the same.



Diane R. Moss
DIANE R. MOSS, NOTARY PUBLIC

My Commission Expires: 15 June 1997

Residing in West Point, Utah