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All 1/4 34 2N1W

RETURNED
DEC 15 1997
EASEMENT

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JAMES ASHAUER, DAVIS CNTY RECORDER
1997 DEC 15 2:57 PM FEE .00 DEP D.J.M
REC'D FOR WOODS CROSS CITY

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor(s) hereby grants, conveys, sells, and sets over unto Woods Cross City, a municipal corporation of the State of Utah, as Grantee, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drain lines, manholes, inlet boxes, control structures and other utilities and facilities, hereinafter called the "Facilities", said right-of-way and easement being situated in Davis County, State of Utah, over and through 2 parcels of Grantor's land, which easement is more particularly described as follows:

Parcel #1

Beginning at a point South 0°23'18" East 2,558.52 feet along the section Line and North 89°48'31" West 3915.18 feet along the South boundary of The Westside Industrial Park Subdivision from the Northeast corner of Section 34; Township 2 North range 1 West, Salt Lake base and meridian and running thence South 89°48'31" East 1,421.31 feet; thence South 0°23'18" East 10 feet, thence North 89°48'31" East 1431.31 feet; thence North 0°23'18" West 35 feet; thence South 89°48'31" East 10 feet; thence South 0°23'18" East 25 feet to the point of beginning.

Parcel #2

Beginning at a point South 0°23'18" East 2,558.52 feet along the section line and North 89°48'31" West 2,172.50 feet along the South boundary of Westside Industrial Subdivision from the Northeast corner of Section 34; Township 2 North range 1 West, Salt Lake base and meridian and running thence South 89°48'31" East 2,124.68 feet; thence South 30°42'31" East 58.96 feet; thence South 0°31'52" East 356.65 feet; thence North 89°37'11" West 10 feet; thence North 0°31'52" West 353.79 feet; thence North 30°42'31" West 50.60 feet; thence North 89°48'31" West 2119.11 feet more or less to the East boundary of the property conveyed to Quality Plating Company, Inc.; thence North 0°11'29" 10 feet to the point of beginning.

Together with a temporary easement during construction of the storm drain collection line and appurtenant structures for construction purposes on, over, and across a strip of land 15 feet wide, south of and adjacent to the above described parcels.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors 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 contractors may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the Facilities. 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 Grantee, provided such use shall not interfere with the Facilities, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantor(s) shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, 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 any heirs, representatives, 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) has executed this right-of-way and Easement this right-of-way and Easement this 25th day of November, 1997

STATE OF UTAH
COUNTY OF DAVIS

Mary W. Cannon, gen. ptr.
Ralph S. Cannon

On the 25th day of November, 1997 personally appeared before me, Mary W. Cannon and Ralph S. Cannon, and who being by me duly sworn, say that they are the General Partners of MRF Family Ltd., the partnership that executed the above and forgoing instrument and that said instrument was signed by them in behalf of said partnership, and said Mary W. Cannon and Ralph S. Cannon acknowledged to me that said partnership executed the same.

W Scott Kjar
NOTARY PUBLIC

My Commission Expires

30 April 1998

Residing at:

Bountiful, Utah

