

RETURNED

AUG 18 1999

E 1540536 B 2547 P 800
SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 AUG 18 8:15 AM FEE .00 DEP CY
REC'D FOR FARMINGTON CITY CORP

SW 12 3N-1W

Easement

For the sum of Five Thousand Five Hundred (\$5,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, sells, and sets over unto Farmington City, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement upon part of an entire tract of property in the Southwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah for the purpose of constructing thereon cut and fill slopes and appurtenant parts thereof incident to the construction of street improvements including curb and gutter, drainage conveyances, fencing, and associated embankment work, all on highway State Road 272. Said part of an entire tract is described as follows:

Potter Ranches (Partnership)
(08-043-0023)

Beginning at a point 32.85 feet perpendicularly distant southwesterly from the centerline of said SR 272 at Engineers' Station 3+40.00, said point being approximately 54.41 feet S 00°06'45" E along the Section line and 723.37 feet East from the West Quarter corner of said Section 12; and running thence S 23°24'17" E 286.54 feet; thence S 35°11'08" E 121.25 feet to a point on the Westerly Right-of-Way line of said SR 272 said point being 33.11 feet perpendicularly distant from the centerline of said SR 272 at Engineers' Station 7+46.00; thence N 26°54'02" W 406.00 feet along said Westerly Right-of-Way line to the point of beginning.

pt 08-043-0146

The above-described parcel of land contains 3546.92 square feet (0.081 acres).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, 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 portion of the property along said right-of-way as may be reasonably necessary in connection with the construction or repair of said facilities. The contractors performing the work shall restore all property beyond this easement, through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR 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 any rights to GRANTEE hereunder.

GRANTOR shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and it successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHERE, the GRANTOR has executed this right-of-way and easement, this 20 day of July, 1999.

WITNESS, the hand of said GRANTOR(s)

John Potter
John David Potter
Richard B. Potter

STATE OF Idaho)
~~UTAH~~)
Oneida :SS.
COUNTY OF DAVIS)
~~DAVIS~~)

On the 20 day of July, 1999 personally appeared before me, John Potter, John David Potter, & Richard B. Potter the signer of the above instrument, who duly acknowledged to me he executed the same.

Shirley Blunsell
Notary Public

My commission expires:

1-23-2001

Residing at:

Malden, Id.

