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AUG 21 2002

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 AUG 21 12:21 PM FEE 14.00 DEP MEC  
REC'D FOR MURRI, MARVIN

**AGREEMENT AND GRANT OF EASEMENT**

NW 1/4-12-4n-2w  
pt 12-066-0059

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This AGREEMENT AND GRANT OF EASEMENT made this 14<sup>th</sup> day of March, 2002, by and between Marvin Murri, (hereinafter "Grantee") and Ord & Rogers Homes-Clearfield LLC, (hereinafter "Grantor").

RECITALS:

WHEREAS, Grantor owns and maintains property adjacent to property owned, and to be developed by Grantee; and

WHEREAS, Grantee wishes to cross or enter Grantor's property with public utilities; and

WHEREAS, Grantor is willing to allow Grantee to install these public utilities across Grantor's property for the cost of an easement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Grant of Permanent Easement. Subject to the terms and conditions of this agreement, Grantor hereby grants and conveys to Grantee a 15 foot permanent easement, as described as follows:

A part of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian U.S. Survey: Beginning at a point which is South 0 degrees 09'18" West 819.89 feet along the West line of said Northeast 1/4 of Section 12 from the North 1/4 corner of said Section 12, (Basis of Bearing being South 89 deg. 47'01" East between the North 1/4 corner and the Northeast corner of said Section 12), and running thence South 0 deg. 09'18" West 15.00 feet; thence South 78 deg. 27'56" West 36.00 feet; thence North 0 deg. 09'18" East 15.00 feet; thence North 78 deg. 27'50" East 36.00 feet to point of beginning. Containing 0.012 acres more or less.

2. The easement will be for the placement of underground public utilities and appurtenances.

3. The owner of the utilities will have access to the easement to construct, reconstruct, operate, maintain, install, repair, alter, inspect, replace and otherwise service the public utilities.

4. The Grantor and its successors or assigns shall not erect any permanent buildings, structures or deep-rooted trees upon the lands comprising the permanent easement.

5. Compensation. The Grantee agrees to pay Grantor \$3000.00 for the permanent easement through the property.

6. Successors and Assigns. This easement shall be binding upon and inure to the benefit of

all heirs, successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT AND GRANT OF EASEMENT the day and year first above written.

GRANTEE

BY: Marvin Mucci

GRANTOR

BY: [Signature]

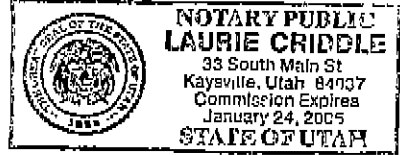
STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2002, by Marvin Mucci

NOTARY PUBLIC Laurie Criddle

Residing at: 33 S. Main Kayville

My Commission Expires: 1-24-2005



STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

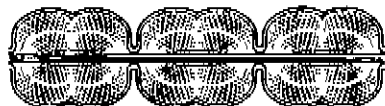
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 2002, by \_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# CALIFORNIA



## ALL-PURPOSE



# ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF San Diego )

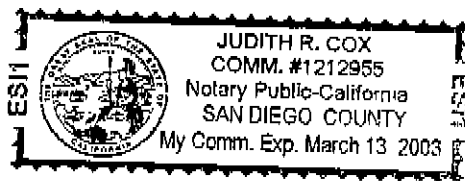
On March 18, 2001 before me, Judith R. Cox  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared, \*\*\*\*\*John E. Ord\*\*\*\*\*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

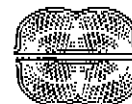
Judith R. Cox  
NOTARY PUBLIC SIGNATURE



(SEAL)



## OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_