



W1947620

EASEMENT

A portion of the West half of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey. For a culinary waterline from 500 South Northward to Bailey's Back Five Subdivision.

For the sum of 1 Dollar and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, unto the Huntsville Town, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a 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, hereafter called Facilities, insofar as they lie within the property of the GRANTOR, said right-of-way and easement, being situate in Weber County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip ten (10) feet wide, said strip being more particularly described as centered on the following described line:

Being a part of the Northwest and Southwest quarters of section 17, Township 6 North, Range 2 East, SLBM; Beginning at a point 588.06 feet South and 592.47 feet South 88°54' East from the Northwest corner of said Southwest Quarter and running thence North 1°15' West 861.39 feet parallel to the West line of Grantors Property; thence South 89°10' East 350.38 feet parallel to the North line of Grantors property; thence North 0°34'46" West 5.00 feet to the Bailey Back Five subdivision.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as all or any portion of such Facilities shall be maintained, or until such time the GRANTEE deems the Facilities no longer in use, 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. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. GRANTEE shall reimburse GRANTOR for any revenue lost due to crop damage from uses of GRANTOR's property as set forth in this document.

GRANTOR (S) shall have use to 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 the distribution and conveyance of culinary water through said Facilities, or any other rights granted to the GRANTEE hereunder.

E# 1947620 BK2385 PG2095
DOUG CROFTS, WEBER COUNTY RECORDER
16-JUN-03 955 AM FEE \$12.00 DEP SGC
REC FOR: NANCY.BAILEY

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 13 day of JUNE, 2003

County Parcel No:
21-026-0046 ✓ *KL*

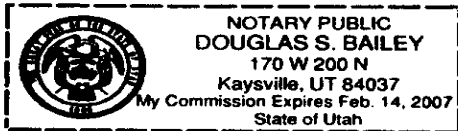
By: *Mark L. Nelson*
Mark L. Nelson

By: *Marci Nelson*
Marci Nelson

STATE OF UTAH

COUNTY OF DAVIS

On the 13 day of JUNE, ~~2006~~²⁰⁰³, personally appeared before me, , the signer (s) of the above instrument, who duly acknowledged to me they executed the same.



[Signature]
Notary Public

My Commission Expires: 02-14-2007

Residing in: DAVIS COUNTY, UTAH