

When Recorded, Return to:

West Bountiful City
Attn: William Flanders
550 North 800 West
West Bountiful City, UT 84087

Tax Parcel No. 06-039-0175
[Peterson Property]

RETURNED
JAN 24 2005

E 2047064 B 3711 P 284-290
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/24/2005 09:43 AM
FEE \$.00 Pgs: 7
DEPT REC'D FOR WEST BOUNTIFUL

SE 24 2N-1W

**GRANT OF EASEMENT
AND LICENSE AGREEMENT**
[Storm Drain]

THIS GRANT OF EASEMENT is made this 23rd day of December, 2004, by H. DEWEY PETERSEN, Trustee of the H. Dewey Peterson Trust, executed the 16th day of April 1996, as amended, or the successor Trustee thereof ("Grantor"), in favor of WEST BOUNTIFUL CITY, a body politic and corporate of the State of Utah ("Grantee") in contemplation of the following facts and circumstances:

A. Grantor is the owner of a certain parcel of land situated in Davis County, Utah, and described on Exhibit A attached hereto and incorporated herein by this reference ("Grantor's Land").

B. Grantee intends to install an underground water drain line and related facilities, a portion of which will run across Grantor's Land, and an easement for the installation, maintenance and operation of such drain line and facilities, together with a license, to the extent legally required, to permit water runoff flowing through the drain line and other facilities under Grantor's Land.

C. Grantor desires to grant such easement and license rights to Grantee upon the terms and conditions herein set forth.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee the following rights and interests, upon the terms and conditions set forth:

1. Grant of Easement and License. Grantor hereby grants and conveys to Grantee (a) a twenty (20) foot wide non-exclusive easement in gross (the "Easement") for the installation, repair, maintenance, alteration and operation of an underground water drain pipeline and related

facilities and improvements (the "Improvements"), in and under a portion of Grantor's Land as more particularly described on Exhibit B and as shown on Exhibit C (the "Easement Area"); and (b) a license to use the Improvements for the conveyance of water.

2. Access. Grantee and its agents, employees, and contractors shall have the right to enter upon the Grantor's Land at their sole risk and hazard to access the Easement Area and the Improvements.

3. Construction and Restoration of the Easement Area. Grantee or Grantee's agent may construct, repair, replace and upgrade any of the Improvements within the Easement Area, as Grantee desires from time to time. Upon completion of any work in the Easement Area, Grantee shall return the surface of the Easement Area and any other portion of Grantor's Land affected by said work to the same condition and contour that existed prior to such work being performed.

4. Maintenance. Grantee will be responsible for the maintenance of the Improvements.

5. Building Restrictions on the Easement Area. Grantor shall not construct buildings or other structures on the surface of the Easement Area.

6. Duration. The Easement herein granted and the rights and burdens associated with such Easement, are perpetual and shall run with Grantor's Land and shall be for the benefit and use of Grantee, its successors and assigns. The license herein granted shall terminate only upon any termination of the Easement herein granted.

7. Further Assignment. Grantee may in its sole and absolute discretion delegate or assign any of its rights under this instrument to any individual or other entity or body.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Utah.

9. Authority. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

[Signatures follow on next page]

EXECUTED by Grantor and Grantee on the date first set forth above.

GRANTOR: H. Dewey Peterson Trust,
executed the 16th day of April 1996, as amended, or
the successor Trustee thereof

By: [Signature]
H. DEWEY PETERSEN, Trustee

GRANTEE: WEST BOUNTIFUL CITY,
a body politic and corporate of the State of Utah

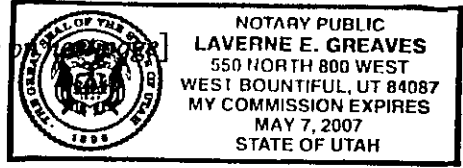
By: [Signature]
Carl Martin
Title: Mayor

[Signature]
Attest
City Recorder

STATE OF UTAH)
 :
COUNTY OF DAVIS)

The foregoing instrument was personally acknowledged before me this 23rd day of December, 2004 by H. Dewey Petersen, the Trustee, of the H. Dewey Peterson Trust, executed the 16th day of April 1996, as amended, or the successor Trustee thereof.

[Signature]
Notary Public

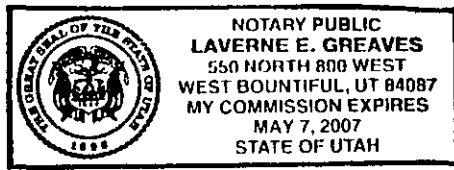
[Notaries continue on page 2] 

STATE OF UTAH)
 :
COUNTY OF DAVIS)

The foregoing instrument was personally acknowledged before me this 23rd day of December, 2004 by Carl Martin, the Mayor, of West Bountiful City, a body politic and corporate of the State of Utah.

Laverne E. Greaves

Notary Public



**EXHIBIT A
TO
GRANT OF EASEMENT AND LICENSE AGREEMENT**

[Legal Description of Grantor's Land]

Real property situated in Davis County, State of Utah specifically described as follow:

BEGINNING at a point on the East line of the Union Pacific Railroad Right-of-Way which point is South 89°55'10" West 1737.85 feet along the quarter Section line and due South 555.83 feet from the East Quarter Corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, and running thence North 89°45'22" East 324.18 feet to the Westerly Right-of-Way line I-15; thence along said line South 1°42'52" West 337.59 feet to the North line of the Phillips Petroleum Company property; thence South 89°45'22" West 448.62 feet along said line to the Easterly line of the railroad; thence along the Railroad Right-of-Way line and the arc of a 5306.11 foot radius curve to the right for an arc distance of 58.19 feet (central angle = 0°37'42", chord bearing and distance = North 21°24'24" East 58.19 feet); thence North 21°45'47" East 305.57 feet to the POINT OF BEGINNING.

0289

**EXHIBIT B
TO
GRANT OF EASEMENT AND LICENSE AGREEMENT**

[Legal Description of the Easement Area]

Real property situated in Davis County, State of Utah, specifically described as follows:

A part of the Southeast Corner of Section 24, Township 2 North, range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a fence intersection on the West right-of-way fence line of Interstate 15, which is 1422.86 feet South 89°55'10" West along the quarter section line and 893.08 feet SOUTH from the Northeast corner of the Southeast quarter of said Section 24; running thence South 89°48'41" West 20.01 feet along an existing fence line; thence North 1°32'52" East 338.29 feet to the North line of the H. Dewey Petersen property; thence North 89°45'20" East 20.01 feet along the north line to the said West right-of-way fence line; thence South 1°32'52" West 338.31 feet along said West right-of-way to the point of beginning.

[Contains: 6,766 square feet or 0.155 acres]

