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RETURNED
AUG 24 2005
UTILITY EASEMENT

2099662
BK 3856 PG 1652
E 2099662 B 3856 F 1652-1653
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/24/2005 04:31 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR JHMJ LLC

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, JHMJ, LLC, hereinafter referred to as GRANTOR, its successors and assigns, hereby grants, conveys, sells, and sets over unto Kaysville City, a Municipal Corporation hereinafter referred to as GRANTEE, their successors and assigns, a perpetual, non-exclusive easement for the installation, maintenance, operation, repair, inspection, protection, removal and replacement of, but not limited to public utility line, water line, sewer line, storm drain line and ditch or equipment, as approved in writing by the GRANTOR, herein, over and through a parcel of the GRANTOR'S land, more fully described as follows

SEE ATTACHED EXHIBIT "A"

To have and to hold the same unto the said GRANTOR, its successors and assigns, with the right of said GRANTEE, its successors and assigns, representatives, and agents to enter upon the above described property with such equipment as is necessary to install, operate, repair, inspect, protect, remove, replace and maintain said right of way, easement and facilities.

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 right-of-way and easement or any other rights granted to the GRANTEE hereunder.

Neither, the GRANTOR or the GRANTEE, shall 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 both GRANTOR and GRANTEE

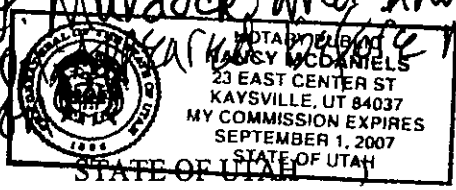
Neither, the GRANTOR or the GRANTEE, shall cause the right-of-way to be blocked at any time that would prohibit the access of said right-of-way by emergency fire or medical equipment, or any emergency that would require the use of, by public utility equipment This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 16th day of August, 2005

JHMJ, LLC, a Utah limited liability company
By: David J. Murdock
David J. Murdock, Manager

KAYSVILLE CITY, a Municipal
By: Nancy McDaniel
Its: _____

on this 16th day of August, 2005,
David J. Murdock and Andy
Thompson
in person



Nancy McDaniel
County: Davis

BK 3856 PG 1653

H HILL & ARGYLE, Inc.

Engineering and Surveying

181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax



40° 53' 27.12" N
111° 53' 09.40" W



August 19, 2005

Beehive Builders
Kaysville Commons

Condo Parcel 1

Beginning at the Southwest Corner of Lot 4, Block 3, Plat B, Kaysville Townsite Survey and running thence North 0°42'20" East 264.00 feet along the East right-of-way of 300 West Street; thence South 89°30'17" East 514.67 feet to the West right-of-way of 200 West Street; thence South 0°38'00" West 100.00 feet along said right-of-way; thence North 89°30'15" West 177.4 feet; thence South 0°38'00" West 29.16 feet; thence North 89°30'15" West 180.00 feet; thence South 0°37'13" West 2.83 feet; thence North 89°28'27" West 67.36 feet; thence South 0°39'40" West 132.05 feet to the North right-of-way of 200 North Street; thence North 89°30'15" West 90.18 feet to the point of beginning, containing 1.69 acres.

Winger's Parcel

Beginning at a point which is South 89°30'15" East 157.42 feet from the Southwest Corner of Lot 4, Block 3, Plat B, Kaysville Townsite Survey and running thence North 0°37'31" East 134.84 feet; thence South 89°30'15" East 180.00 feet; thence South 0°38'00" West 23.84 feet; thence North 89°30'15" West 10.00 feet; thence South 0°38'00" West 111.00 feet to the North line of 200 North Street; thence North 89°30'15" West 169.98 feet to the point of beginning, containing 0.53 acres.

Note: All area outside of buildings are to be dedicated as public utility easements

**-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED**