3181876 BK 7332 PG 2645

Return to: Sweep N Utah 2105 North Fort Lane Layton UT, 84041 E 3181876 B 7332 P 2645-2647
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/23/2019 01:12 PM
FEE \$40.00 Pgs: 3
DEP RTT REC'D FOR SWEEP N UTAH INC

Grantor Parcel Number: 090470110

RETURNED AUG 23 2019

PUBLIC UTILITY EASEMENT

For value received, Sweep N Utah INC., ("Grantor"), hereby grants a Utility easement, ("Grantee"), an easement for a right of way 10.00 feet in width and 408.06 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal related facilities, on, over, or under the surface of the real property of Grantor in Davis County, State of Utah more particularly described as follows and as more particularly described as follows and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

LEGAL DESCRIPTION: A PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE I WEST, OF THE SALT LAKE BASE AND MERIDIAN.

A 10.00 FOOT WIDE EASEMENT BEING 5.00 FEET RIGHT AND 5.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE, THE SIDELINES OF WHICH ARE TO BE PROLONGED AND ABRIDGED WHEN NOT INTERESECTING THE GRANTORS PROPERTY LINE AT RIGHT ANGLES. BEGINNING AT A POINT ON THE WEST RIGHT OF WAY FORT LANE ROAD BEING LOCATED NORTH 89°18'00" WEST 125.18 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND NORTH 0°17'32" WEST 352.16 FEET ALONG THE CENTERLINE OF FORT LANE STREET AND SOUTH 90°00'00" WEST 33.00 FEET RUNNING THENCE NORTH 88°59'27" WEST 391.13 FEET, THENCE NORTH 1°00'33" EAST 16.93 FEET TO THE POINT OF TERMINATION.

Assessor Parcel No.

090470110

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 22 day of August, 2019.
Sweep N Utab, Inc.
Lance King - President - Sweep N Utah, Inc.
STATE OF NTAH
) ss.
County of DAVIS)
On this day of August , 2019, before me, the undersigned Notary
Public in and for said State, personally appearedLance King_ known or identified to
me to be the President of the corporation, that executed the instrument or the
person who executed the instrument on behalf of said entity, and acknowledged to me that
said entity executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.
John March -
X91907
STATE OF UTAH NOTARY PUBLIC (notary signature)
DENA HYATT COMMISSION #706028 NOTARY PUBLIC FOR OTARY PUBLIC FOR OTARY (state)
NOTAR I OBEIC OR
My Commission Expires: 5/9 23 (d/m/y)
ry Commission Expires. Trip (winty)

