

Office of the Davis County Recorder



Davis
COUNTY

E 3535238 B 8289 P 135-137
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/6/2023 9:32 AM
FEE 0.00 Pgs: 3
DEP LL REC'D FOR WEST
BOUNTIFUL CITY

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Storm Drain Easement
(Document Type)

06-031-0035
Tax Serial Number(s)

Storm Drain Easement

06 - 031 - 0035

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 GRANTOR hereby grants, conveys, sells, and sets over unto West Bountiful City, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace a storm drain ditch and all appurtenances thereto, hereinafter called Facilities, said right-of-way and easement being situated in West Bountiful, Davis County, State of Utah, over and through a parcel of the GRANTOR's land, said easement and right-of-way being more fully described as follows:

Easement Description

A parcel of land, situate in the Northwest Quarter of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in West Bountiful City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point and the westerly line of the Utah Power and Light parcel, said point being North 00°18'31" East 355.37 feet along the Section Line (NAD83 Bearing being North 0°38'33" East between the Center Quarter Corner and the North Quarter Corner of said Section 23, per the Davis County Township Reference Plat) and North 89°41'29" West 1029.21 feet from the Center Quarter Corner of said Section 23 and running thence:

South 28°08'11" West 308.06 feet along said westerly line of the Utah Power and Light parcel;
thence North 13°02'06" West 278.84 feet;
thence East 208.16 feet to the Point of Beginning.

Contains: 28,274 square feet or 0.649 acres.

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, 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 construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion 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. Pursuant to its practices, GRANTEE will make reasonable efforts to contact GRANTOR prior to entering property to work within the easement. There shall be no forfeiture of rights or legal recourse against GRANTEE if such efforts are not successful. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. 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 Facilities or with the use of said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that they and no one else holds title to the above described property and that they have authority to sell said easement to the City.

GRANTOR shall not 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 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 and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 6 day of JUNE, 2023.

[Signature]

Ivory Development LLC
Kevin Anglesey, Secretary
978 E Woodoak Lane, SL UT 84117

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 6 day of JUNE, 2023, personally appeared before me, Kevin Anglesey the signer of the above instrument, who duly acknowledged to me he executed the same.

[Signature]

Notary Public

