

WHEN RECORDED MAIL TO:

Farmington City
160 South Main Street
Farmington, UT 84025
6-045332
08-072-0004

E 2580453 B 5194 P 124-126
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/21/2011 11:30:00 AM
FEE \$14.00 Pgs: 3
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **E&H LAND, LTD.**, a Utah limited partnership, "Grantor," hereby grants, conveys, sells and set over unto **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drainage pipelines and related facilities and public improvements, hereinafter called "Facilities," said right-of-way and easement being situate in Davis County, State of Utah, over and through a parcel of the Grantors' land more particularly described as follows:

An exclusive easement being 10.00 feet wide for the construction and maintenance of a storm drain system described as follows:
A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:
Beginning at a point on the south line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected from the East quarter corner of said Section 23; running thence North 89°09'10" West 668.71 feet, along said south line to a point on the westerly line of said grantors property; thence North 34°10'35" West 12.21 feet along said westerly line; thence South 89°09'10" East 675.59 feet along a line being 10.00 feet perpendicular to and parallel with said south line to a point 10.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 10.00 feet along said east line to the point of beginning.

Together with a temporary construction easement consistent with and extending fifteen (15) feet beyond the perpetual easement for the purpose of initially installing the Facilities, which temporary construction easement is more particularly described as follows:

A 15.00 foot wide temporary easement for construction of a storm drain system described as follows:
A part of the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:
Beginning at a point on the east line of the grantors property which is 751.04 feet North 00°09'31" East along section line and 411.10 feet North 89°09'10" West along the north right of way line of Clark Lane and line projected and 10.00 feet North 00°07'51" East, from the East quarter corner of

said Section 23; running thence North 89°09'10" West 675.59 feet to a point on the westerly line of the grantors property; thence North 34°10'35" West 18.32 feet along said west line; thence South 89°09'10" East 685.91 feet along a line being 15.00 feet perpendicular to and parallel with said south line to a point 25.00 feet perpendicularly distant northerly from said south line of grantors property to a point on the east line of the grantors property; thence South 00°07'51" West 15.00 feet along said east line to the point of beginning.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, perpetually, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, construct maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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. Grantors shall have the right to use the above-described 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 discharge and conveyance of storm water or drainage water through the Facilities, or any other rights granted to the Grantee hereunder. the temporary construction easement shall expire six (6) months after the completion of construction of the Facilities.

Grantors shall not build or construct or permit to be built or constructed any building or other improvement over or across this right-of-way and easement 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 Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this 19 day of January, 2011.

E&H LAND, LTD., a Utah Limited Partnership

"GRANTOR"

By: Lyndon R Evans
Its: General Partner

ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the 19 day of January, 2011, personally appeared before me LYNDON R. EVANS who being duly sworn, did say that he/she is the signers of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of E&H LAND, LTD., a Utah Limited Partnership by authority of the Partners Agreement of the limited partnership.

Timothy C. Grubb
Notary Public
Residing at:

My Commission Expires:

2-21-14

SLC

