

When Recorded Return to:  
West Point City  
Attention: Boyd Davis  
3200 West 300 North  
West Point City, UT 84115

E 2886381 B 6328 P 334-339  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/12/2015 02:08 PM  
FEE \$0.00 Pgs: 6  
DEP RT REC'D FOR WEST POINT CITY

RETURNED  
AUG 12 2015

12-831-0001,0008,0006

**PUBLIC UTILITY EASEMENT & RIGHT-OF-WAY**

For and in consideration of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the West Point City Corporation, created, organized and existing under the laws of the State of Utah having its principal place of business at 3200 West 300 North, West Point City, County of Davis, State of Utah, hereinafter referred to as "GRANTEE," paid to the SMITH'S FOOD & DRUG CENTERS, INC. and THE POINTE, LLC., the owner(s) of certain real property located in Davis County, Utah, hereinafter collectively and individually referred to as "GRANTOR"; GRANTOR HEREBY GRANTS, WARRANTS AND CONVEYS unto WEST POINT CITY CORPORATION, GRANTEE, its successors and assigns, a perpetual easement and right-of-way for the purpose of, but not limited to, construction, operation, repair, removal, replacement, inspection, protection and maintenance of sanitary sewer piping and appurtenances; and 3" water meter lateral to and including the meter; and culinary waterline piping and appurtenances used in connection therewith (hereinafter called "Public Utilities"), together with the right to enter upon GRANTOR'S premises for such purposes, in, on, over, under, through, and along said portion of the land of GRANTOR or so much thereof as is transversed by the following easement and right-of-way located in Davis County, Utah, which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, so long as all or any portion of the Public Utilities shall be maintained, with the right of ingress and egress in GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above-described property with such equipment as is necessary to maintain, operate, repair, inspect, protect, remove and replace the Public Utilities. During maintenance periods (including repair, removal, replacement and maintenance activities), GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said easement and right-of-way as may reasonably be necessary in connection with the subject Public Utilities. GRANTEE or any contractor performing the work for GRANTEE shall restore all property through which the work traverses to substantially its original condition or as close thereto as is reasonably possible at the expense of GRANTEE.

GRANTOR shall not build or construct or cause or allow to be built or constructed within, over or across the easement and right-of-way described herein any permanent or temporary buildings or structures or other improvement, whether the same shall have been brought, placed or constructed upon the said premises by GRANTORS or by GRANTOR'S

successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else, or change the contour thereof without the prior written consent of GRANTEE, in GRANTEE'S sole discretion.

GRANTOR may use the subject Premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the Public Utilities or with the distribution and conveyance of water through said Public Utilities, or any other rights granted to the GRANTEE hereunder.

This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the Grantor has executed this Easement this 22<sup>nd</sup> day of June, 2015.

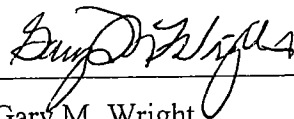
GRANTOR:

Smith's Food & Drug Centers. Inc.



Steven M. Sorensen  
Vice President of Corporate Development

The Pointe, LLC.



Gary M. Wright

STATE OF UTAH )  
 : ss. (Corporate)  
COUNTY OF SALT LAKE )

On this 22<sup>nd</sup> day of June, 2015, personally appeared before me the undersigned Notary Public, Steven M. Sorensen, who being by me duly sworn did say that he is the Vice President of Smith's Food & Drug Centers, Inc. and that the forgoing instrument was signed in behalf of said Corporation by authority of its Board of Directors, and he acknowledges to me that said corporation executed the same.

Residing at: Salt Lake  
Commission expires: 8/10/18



Carol Meono  
Notary Public

Grantee

Kyle W. Laws  
City Manager

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STATE OF UTAH )  
 : ss. (Limited Liability Company)  
COUNTY OF SALT LAKE )

On the 29 day of June, 2015, Gary M. Wright personally appeared before me, the undersigned Notary Public, Gary M. Wright who being by me duly sworn did say that he is the President of The Pointe, LLC, by authority of its members or its articles of organization, and he acknowledged before me that said limited liability company executed the same.

Residing at: Salt Lake  
Commission expires: April 16, 2018

Katherine Tempfer  
Print Name

Katherine Tempfer  
A Notary Public



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## Exhibit "A"

### The Point Waterline Easement

June 11, 2015

A 20.0 foot wide easement for waterline facilities being 10.0 feet each side of the following described centerlines:

A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the South Line of 300 North Street as widened to 45.95 foot half-width located 973.49 feet North  $89^{\circ}56'51''$  West along the Section Line and 45.95 feet South  $0^{\circ}09'35''$  West from the Northeast Corner of said Section 4; and running thence South  $0^{\circ}09'35''$  West 132.57 feet to a point hereafter referenced as Point 'A'; thence continuing South  $0^{\circ}09'35''$  West 295.90 feet to a point hereafter referenced as Point 'B'; thence continuing South  $0^{\circ}09'35''$  West 113.43 feet to a point hereafter referenced as Point 'C'; thence continuing South  $0^{\circ}09'35''$  West 52.54 feet; thence South  $54^{\circ}14'46''$  East 44.91 feet; thence South  $0^{\circ}09'35''$  West 123.77 feet; thence South  $44^{\circ}50'25''$  East 12.64 feet to a point hereafter referenced as Point 'D'; thence continuing South  $44^{\circ}50'25''$  East 9.71 feet; thence South  $89^{\circ}50'25''$  East 251.50 feet to a point hereafter referenced as Point 'E'; thence continuing South  $89^{\circ}50'25''$  East 24.44 feet; thence North  $45^{\circ}09'35''$  East 60.81 feet; thence South  $89^{\circ}50'25''$  East 257.40 feet; thence South  $44^{\circ}50'25''$  East 47.08 feet; thence South  $89^{\circ}50'25''$  East 252.78 feet to an existing waterline within an existing easement and the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'A'; and running thence South  $89^{\circ}50'25''$  East 21.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'B'; and running thence South  $89^{\circ}50'25''$  East 14.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'C'; and running thence North  $89^{\circ}50'25''$  West 35.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'D'; and running thence South  $45^{\circ}09'35''$  West 42.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'E'; and running thence South  $0^{\circ}09'35''$  West 68.00 feet to the endpoint of this easement centerline.

Exhibit "A" (continued)

**The Point  
Sewerline Easement**

**June 11, 2015**

A 20.0 foot wide easement for sanitary sewerline facilities being 10.0 feet each side of the following described centerline:

A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the South Line of 300 North Street as widened to 45.95 foot half-width located 984.49 feet North 89°56'51" West along the Section Line and 45.95 feet South 0°09'35" West from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 553.35 feet; thence South 54°14'46" East 70.73 feet; thence South 0°09'35" West 175.62 feet; thence South 89°50'25" East 245.41 feet; thence South 0°09'35" West 58.00 feet to the endpoint of this easement centerline.

**The Point  
Waterline Easement**

**June 11, 2015**

A 20.0 foot wide easement for waterline facilities being 10.0 feet each side of the following described centerline:

A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point located 318.18 feet North 89°56'51" West along the Section Line and 1143.78 feet South 0°03'09" West from the Northeast Corner of said Section 4; and running thence South 89°50'25" East 260.00 feet to the endpoint of this easement centerline at an existing waterline within an existing easement.