

RETURNED

MAY 03 2004

*PT 107107A, Foxboro 1A Amend.
PT: 01-305-0107*

Recorded at the request of
South Davis Sewer District

E 1983520 B 3531 P 1231
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAY 3 3:23 PM FEE 18.00 DEP MT
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

GRANTEE'S ADDRESS:

1800 West 1200 North
West Bountiful, Utah 84087-2501

Space above for County Recorder's Use

Tax Parcel No. _____

EASEMENT

FOXBORO TERRACE ASSOCIATES, L.C., a Utah limited liability company, Grantor, hereby GRANTS, CONVEYS AND WARRANTS to **SOUTH DAVIS SEWER DISTRICT**, Grantee, of West Bountiful, Utah, its successors and assigns, for the sum of One Dollar (\$1.00) and other consideration, the sufficiency and receipt of which is hereby acknowledged, a non-exclusive easement, insofar as the same lies within the property of Grantor, to construct, reconstruct, operate, repair, replace and maintain an underground sewer main collection line (together with appurtenant structures as reasonably necessary) on, in, over, upon and across the following described property located in Davis County, State of Utah:

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

Grantee, by acceptance of this Easement, agrees to replace or repair, with materials of like kind and quality, any existing fences, ditches, pipelines, driveways, roadways, sidewalks, curb, and gutter, including the appurtenances thereto, damaged or destroyed in the construction and maintenance of its sewer main, and to replace surface soil within the easement area.

Grantor agrees not to construct any permanent structure or building within the easement area, but may improve the same with sidewalks, curb, gutter, roadways, driveways, fences or similar improvements.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 29th day of April, 2004.

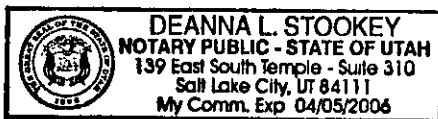
FOXBORO TERRACE ASSOCIATES, L.C., a Utah limited liability company

By its Manager, Foxboro Terrace Management, L.C., a Utah limited liability company

By: J. Randolph Cassidy
J. Randolph Cassidy, Manager

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

On this 29th day of April, 2004, personally appeared before me J. RANDOLPH CASSIDY, who, being first duly sworn on oath, deposed and stated to me that he is the Manager of Foxboro Terrace Management, L.C., a Utah limited liability company, the Manager of FOXBORO TERRACE ASSOCIATES, L.C., a Utah limited liability company, the entity that executed the foregoing instrument, that he has read the foregoing Easement, knows the contents thereof, and that he is the signatory thereto on behalf of said limited liability company.



Deanna L. Stookey
NOTARY PUBLIC

JRC

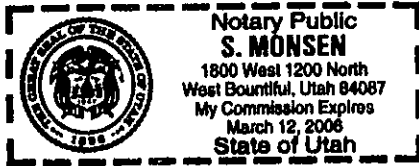
Foregoing conveyance is accepted by Grantee according to the terms contained therein this 20th day of April, 2004.

SOUTH DAVIS SEWER DISTRICT

By: Charles L. Payne
Charles L. Payne
Chairman, Board of Trustees

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 20th day of April, 2004, personally appeared before me CHARLES L. PAYNE, who, being first duly sworn on oath, deposed and stated to me that he has read the foregoing Easement, knows the contents thereof, and that he has signed the same on behalf of SOUTH DAVIS SEWER DISTRICT in his capacity as Chairman of the Board of Trustees.



S. Monsen
NOTARY PUBLIC

[Handwritten signature]

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EXHIBIT "A"

Easement No. 1:

A 30.00 foot wide non-exclusive easement for the installation of utilities. Said easement being 15.00 feet wide on each side, and parallel to the following described centerline:

Beginning on the right-of-way of Cutler Drive, said point being North 00°37'35" West 15.00 feet from the southeast corner of Lot 107A, Foxboro Plat 1A Amended recorded in Book 3410 at Page 950 in the official records of Davis County, and thence South 89°22'25" West 200.58 feet to a point of tangency of a 112.00 foot radius curve to the left; thence Southwesterly 133.19 feet along said curve through a central angle of 68°08'15" and a long chord of South 55°18'18" West 125.48 feet; thence South 21°14'11" West 404.70 feet to the south boundary of said Lot 107A, and the northerly right-of-way line of Foxboro Drive and the terminus of the herein described centerline. Said easement encompasses 22,154 square feet, more or less.

✓ Easement No. 2:

A 30.00 foot wide non-exclusive easement for the installation of utilities. Said easement being 15.00 feet wide on each side, and parallel to the following described centerline:

Beginning at a point North 00°37'35" West, 15.00 feet and South 89°22'25" West 39.50 feet from the southeast corner of Lot 107A, Foxboro Plat 1A Amended recorded in Book 3410 at Page 950 of the official records of Davis County; thence North 00°37'35" West, 406.89 feet; thence South 89°50'51" West 537.48 feet; thence South 783.52 feet; thence South 69°37'48" East 148.41 feet to the terminus of the herein described centerline. Said easement encompasses 112,578 square feet, more or less.

✓ Easement No. 3:

A 30.00 foot wide non-exclusive easement for the installation of utilities. Said easement being 15.00 feet wide on each side, and parallel to the following described centerline:

Beginning at a point North 00°37'35" West, 15.00 feet, South 89°22'25" West 200.58 feet to a point of tangency of a 112.00 foot radius curve to the left; and Westerly 54.85 feet along said curve through a central angle of 28°03'28" and a long chord of South 75°20'41" West 54.30 feet, from the southeast corner of Lot 107A, Foxboro Plat 1A Amended recorded in Book 3410 at Page 950 of the official records of Davis County, and thence North 25°25'47" West, 190.51 feet to the terminus of the herein described centerline. Said easement encompasses 11,513 square feet, more or less.