

**RETURNED**

**MAY 03 2004**

Recorded at the request of  
North Salt Lake

*PT lot 107A, Foxboro 1A km.  
PT 01-305-0107*

GRANTEE'S ADDRESS:

20 South U.S. Highway 89  
North Salt Lake, Utah 84054

E 1983521 B 3531 P 1235  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 MAY 3 3:24 PM FEE 00 DEP MT  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

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 the **CITY OF NORTH SALT LAKE**, a Utah municipal corporation, Grantee, of North Salt Lake, 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 culinary water line (together with related facilities 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 29<sup>th</sup> day of April, 2004.

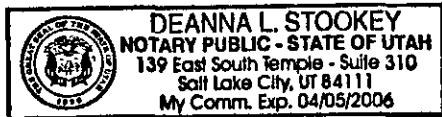
**FOXBORO TERRACE ASSOCIATES, L.C.**, a Utah limited liability company

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 29<sup>th</sup> 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

*JS*

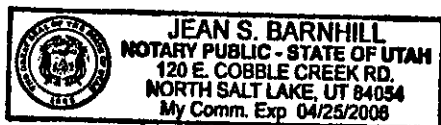
Foregoing conveyance is accepted by Grantee according to the terms contained therein this 30<sup>th</sup> day of April, 2004.

**CITY OF NORTH SALT LAKE**, a Utah municipal corporation

By: Paul Ottoson  
Name: Paul Ottoson  
Title: City Engineer

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this 30<sup>th</sup> day of April, 2004, personally appeared before me \_\_\_\_\_  
Paul Ottoson, 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 the CITY OF NORTH SALT LAKE in his/her capacity as City Engineer.



Jean S. Barnhill  
NOTARY PUBLIC

*JSC*

EXHIBIT "A"

P7 01-305-0107

Easement No. 1:

A non-exclusive easement for the installation of water utilities. Said easement being more particularly described as follows:

Beginning at the southeast corner of Lot 107A, Foxboro Plat 1A Amended recorded in Book 3410 at Page 950 of the official records of Davis County, said point being adjacent to the Cutler Drive right-of-way; thence North 00°37'35" West, 48.00 feet; thence South 89°22'25" West 25.00 feet; thence South 00°37'35" East, 48.00 feet to the south lot line of said Lot 107A; thence along said southern line North 89°22'25" East 25.00 feet to the point of beginning. Said easement encompasses 1,200 square feet, more or less.

Easement No. 2:

A non-exclusive easement for the installation of water utilities. Said easement being more particularly described as follows:

Beginning at the southernmost southeast corner of Lot 107A, Foxboro Plat 1A Amended recorded in Book 3410 at Page 950 of the official records of Davis County, said point being adjacent to the Foxboro Drive right-of-way; thence along the south line of said Lot 107A North 68°45'49" West, 33.00 feet; thence departing said south line, North 21°14'11" East 25.00 feet; thence South 68°45'49" East, 33.00 feet to the east lot line of said Lot 107A; thence along said east line South 21°14'11" West 25.00 feet to the point of beginning. Said easement encompasses 825 square feet, more or less.

*JRC*