

WHEN RECORDED MAIL TO:

City of North Salt Lake
Attn: Paul Ottoson
P.O. Box 540208
642 North 400 West
North Salt Lake, UT 84054

2221266

BK 4165 PG 153

RETURNED
NOV 22 2006

E 2221266 B 4165 P 153-155
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/22/2006 09:45 AM
FEE \$0.00 Pgs: 3
DEP RT REC'D FOR FOXBORO TERRACE A
SSOCIATES II

Space above for County Recorder's use
PARCEL I.D.# 01-305-0106

106A Foxboro 1A Amd

EASEMENT

FOXBORO TERRACE ASSOCIATES II, 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 waterline (together with related facilities as reasonably necessary) on, in, over, upon and across the following described property located in Davis County, State of Utah:

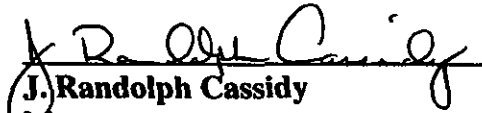
See Exhibit "A" attached hereto and incorporated herein by reference.

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 water pipe line, 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.

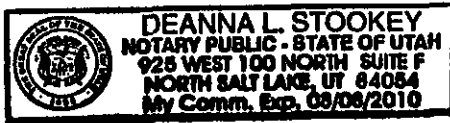
IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 20th day of November, 2006.

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

By: 
J. Randolph Cassidy
Its: **Manager**

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 20th day of November, 2006, personally appeared before me **J. Randolph Cassidy**, who, being first duly sworn on oath, deposed and stated to me that he is a Manager of **FOXBORO TERRACE ASSOCIATES II, L.C.**, 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

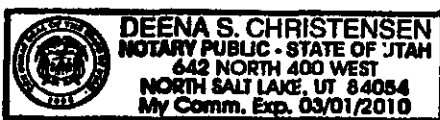
FOREGOING conveyance is accepted by Grantee according to the terms contained therein this 22nd day of November, 2006.

CITY OF NORTH SALT LAKE,
a Utah municipal corporation

By: *Paul Ottoson*
Paul Ottoson
Its: City Engineer

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 22nd day of November, 2006, 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 capacity as City Engineer.



Deena S. Christensen
NOTARY PUBLIC

EXHIBIT "A"

Lot 106A, Foxboro Plat 1A Amended:

An 18.00 foot wide waterline easement for the installation and maintenance purposes said easement is 9.00 feet each side of the following described centerline located in the Northeast Quarter of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

Beginning at a point on the westerly boundary line of Lot 106A, Foxboro Plat 1A Amended as recorded in Book 3410 Page 950 of the Davis County records, said point is South 89°50'51" West 1,018.91 feet coincident with the north line of Section 3 and South 00°09'09" East 685.38 feet from the Northeast Corner of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and thence South 68°45'43" East 24.53 feet; thence East 281.38 feet; thence North 237.27 feet to the north line of said Lot 106A and the terminus of the centerline said point being the POINT OF ENDING.