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NOV 29 2001

E 1707701 B 2934 P 179
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 NOV 29 11:27 AM FEE 15.00 DEP MT
REC'D FOR MORGAN, JOSEPH

SE 21-4n-1w

RIGHT-OF-WAY AND EASEMENT GRANT

10-091-0071 pt
0070 pt

HURIE RICHARD MOORE and DEE W. FLITTON ("Grantors") do hereby convey and warrant to BROCK E. ROBERTS; MORGAN BROTHERS, L.L.C., a Utah Limited Liability Company; KATHLEEN W. MAHAS; HURIE RICHARD MOORE; and DEE W. FLITTON ("Grantees"), and to their successors and assigns in perpetuity, for valuable consideration, receipt of which is hereby acknowledged, a permanent right-of-way and easement for ingress and egress of not less than twenty-six (26) feet in width, more particularly described as follows, to-wit:

A 26-foot right-of-way for ingress, egress, and utility lines across a part of the Southeast Quarter of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point on the North line of Gentile Street which bears South 89° 19' 00" East 833.76 feet along the Section line, North 02° 29' 33" West 33.05 feet to the North line of said Gentile Street, and South 89° 19' 00" East 94.77 feet from the South Quarter corner of said Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence North 06° 35' 42" West 80.30 feet; thence North 01° 10' 03" West 87.32 feet; thence North 84° 26' 00" East 26.08 feet; thence South 01° 10' 03" East 88.14 feet; thence South 06° 35' 42" East 82.34 feet to the North line of Gentile Street; thence North 89° 19' 00" West 26.21 feet along said North line to the point of beginning.

Grantees, their successors and assigns, shall have the unrestrained right of ingress and egress on, over, and through said right-of-way and easement with the further right, but not responsibility, to maintain the easement herein granted clear of trees, undergrowth, brush, structures, or any other encroachment which, in Grantees' opinion, September interfere with the operation and maintenance of the right-of-way.

Grantors shall have the right to use and enjoy the above-described premises; provided, however, that Grantors shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantees of any of the rights herein granted. Grantors agree not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, or any other type of structure over or on said easement.

Grantors agree to execute and deliver to Grantees, without additional compensation, any additional documents needed to correct or redefine the legal description of the easement area to conform to the right-of-way as ultimately constructed.

The terms, conditions, and provisions of this Right-of-Way Easement Grant shall extend to, and be binding upon, the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The easement and rights herein granted September be leased or assigned, in whole or in part.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of September, 2001.

GRANTORS:

Hurie Richard Moore
HURIE RICHARD MOORE

Dee W. Flitton
DEE W. FLITTON

GRANTEES:

Brock E. Roberts
BROCK E. ROBERTS

MORGAN BROTHERS, L.L.C., a Utah
Limited Liability Company

By: James A. Morgan
Its Managing Member

Hurie Richard Moore
HURIE RICHARD MOORE

Dee W. Flitton
DEE W. FLITTON

Kathleen W. Mahas
KATHLEEN W. MAHAS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

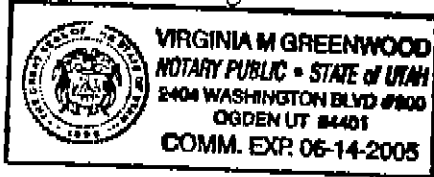
On this 31 day of Oct September, 2001, personally appeared before me HURIE RICHARD MOORE, who duly acknowledged to me that he executed the foregoing Right-of-Way and Easement Grant.

Kristine B Beens
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

E 1707701 B 2934 P 181

On this 13 day of ~~September~~ ^{November}, 2001, personally appeared before me DEE W. FLITTON, who duly acknowledged to me that he executed the foregoing Right-of-Way and Easement Grant.



Virginia M Greenwood
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 11 day of ~~September~~ ^{Oct.}, 2001, personally appeared before me BROCK E. ROBERTS, who duly acknowledged to me that he executed the foregoing Right-of-Way and Easement Grant.

Kristine B Beens
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 12 day of ~~September~~ ^{Oct}, 2001, personally appeared before me JAMES A. MORGAN, known to me to be the Managing Member of Morgan Brothers, L.L.C., and known to me to be the person who executed the foregoing Right-of-Way and Easement Grant for and on behalf of said entity.

Kristine B Beens
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 12 day of ~~September~~ ^{Oct}, 2001, personally appeared before me KATHLEEN W. MAHAS, who duly acknowledged to me that he executed the foregoing Right-of-Way and Easement Grant.

Kristine B Beens
NOTARY PUBLIC