

SECURITY TITLE CO.

Order No. 98159

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CAROL DEAN PAGE DAVIS CITY RECORDER
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REC'D FOR SECURITY TITLE COMPANY

EASEMENT

ME 33 4N-1W

THE DAVIS COUNTY COUNCIL OF GOVERNMENTS, INC. (the "COG") as the owner of real property situated and located in Davis County, State of Utah, does hereby Convey and Warrant to KAYSVILLE CITY CORPORATION, Davis County, State of Utah ("City"), its successors, licensees, and assigns a perpetual permanent easement and right-of-way for utilities and drainage and appurtenant facilities thereto, and for any and all other present and future utilities, and related facilities, over, under, and through the real property situated in Davis County, State of Utah, that is more particularly described as being ten feet (10') wide around the entire perimeter of the following described tract of land:

Beginning at a point on the westerly right-of-way line of the Union Pacific Railroad said point being N 89°49'30" W 912.75 feet along the quarter section line and N 25°17'19" W 1432.15 feet from the east quarter corner of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence S 68°35'06" W 601.47 feet to the easterly line of a street; thence N 21°24'54" W 874.30 feet along said street; thence N 68°35'06" E 542.27 feet to the said railroad right-of-way line; thence S 25°17'19" E 876.30 feet along said railroad right-of-way line to the point of beginning.

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THE CONSIDERATION to be paid for this easement is the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged. Grantor hereby agrees that the City, its successors, licensees, and assigns shall have the right of ingress and egress from the property above described for the purpose of constructing, maintaining, operating, repairing, replacing and using utility lines, cables, pipes, drainage pipes, ditches, appurtenant facilities, and any and all other public utilities and related facilities which City, its successors, licensees, and assigns may locate on, under or through the easement on the real property described herein.

The easement herein granted by the Undersigned shall run with the land and be binding on the heirs, assigns, and successors in interest of the COG. The COG hereby agrees on behalf of itself, its assigns, and successors in interest not to construct or maintain any building or structure upon the real property covered by the easement herein.

