

1004 & COMPANY
370 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH 84111

Recorded at request of UTAH TITLE CO. Fee Paid \$ 6.⁰⁰
Date JAN 4 1984 at 11:40 AM CAROL DEAN PAGE Recorder Davis County
By La Oll Manning Deputy Book 974 Page 233

661319

EASEMENT

78-1747-10

LEO H. FOXLEY FAMILY LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Utah ("Grantor"), hereby conveys to IVORY AND COMPANY, a limited partnership organized and existing under the laws of the State of Utah, its successors in interest and assigns ("Grantee") for the sum of One Dollar (\$1.00) and other valuable consideration a temporary easement and right of way for the installation, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of any and all storm sewer drainage lines and surface and subsurface water drainage lines on, over, under and across a tract of land that is located in Davis County, Utah and that is described more particularly as follows:

A ten foot utility and drainage easement five feet on each side of the following described centerline: A part of the Northeast Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey: Beginning at a point on the East line of 400 West Street; said point being 1268.48 South 89°52'30" West and 1354.66 feet South 0°08'48" West from the Northeast corner of said Section 17, and running thence North 89°46'12" East 200 feet.

15-307-3174

- Platted
- Abstracted
- On Margin
- Indexed
- Compared
- Entered

Together with all rights of ingress and egress that are necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, obstruction or enjoyment of this easement.

This easement shall only continue so long as the same may be necessary for storm sewer drainage and shall terminate on Grantee being given the right to connect to an alternate storm drain within 500 feet of the beginning point of the above easement. This easement shall terminate upon Grantor giving Grantee notice of alternate easement (storm sewer drain) connection available 60 days prior to termination date. Thereupon this easement shall absolutely end.

WITNESS the hand of Grantor this 3rd day of JANUARY, 1984.

LEO H. FOXLEY FAMILY LIMITED PARTNERSHIP, a Utah Limited Partnership
By: Dean L. Foxley
Dean L. Foxley
General Partner

By: Audrey F. Chadwick
Audrey F. Chadwick
General Partner

By: Colleen F. Nelson
Colleen F. Nelson
General Partner

By: Robert D. Foxley
Robert D. Foxley
General Partner

By: Allan L. Foxley
Allan L. Foxley
General Partner

By: W. Lynn Foxley
W. Lynn Foxley
General Partner

STATE OF UTAH)
) ss.
County of Davis)

On the 3rd day of January, 1984, personally appeared before me Dean L. Foxley, Audrey F. Chadwick, Colleen F. Nelson, Robert D. Foxley, Allan L. Foxley and W. Lynn Foxley, who being by me duly sworn did say that they are the General Partners of The Leo H. Foxley Family Limited Partnership, a Utah Limited Partnership, a Partnership, and that the foregoing instrument was signed in behalf of said Partnership by authority of the Articles of said Partnership and Dean L. Foxley, Audrey F. Chadwick, Colleen F. Nelson, Robert D. Foxley, Allan L. Foxley and W. Lynn Foxley, acknowledged to me that said Partnership executed the

John Spriggs
Notary Public

My commission expires: June 1987

Residing at: John Spriggs Utah

