

NW 36-4N-1W

GRANT OF EASEMENT

WHEREAS, **James Croft**, hereinafter called the Grantor, owner and entitled to possession of real property situated in Fruit Heights City, Davis County, Utah;

WHEREAS, **Fruit Heights City Corporation**, a municipal corporation in the State of Utah, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$10.00 to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the turn around perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a public road turnaround in Fruit Heights City, Utah; in, over, upon, across and through those portions of Grantor's land as follows:

A part of the North West Quarter of Section 36, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point at the North East corner of lot #13 of Mountain Terrace Estates Subdivision, Fruit Heights City, Davis County, Utah, and running thence North 67°03'28" West 4.00 feet, thence North 22°56'32" East 32.98 feet along the East line of the termination of Terrace Drive, thence following an arc to the right with a radius of 43 feet, a central angle of 293°28'04" and a length of 220.25 feet to a point on the East property line of said lot and continuing thence North 22°56'32" East 14.03 feet along said line to the point of beginning.
Contains 5603 square feet

pt 11-117-0041

Together with a temporary construction easement within 50 feet of the turnaround easement described above.

Grantor shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any ditches or property improvements including the appurtenances thereto, damaged or destroyed in said construction within the easement area.

WITNESS THE HANDS of Grantors this 27th day of January 2000.

[Signature]
James Croft (Trustee)

E 1576348 B 2617 P 1010
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 FEB 22 2:03 PM FEE 10.00 DEP JB
REC'D FOR FRUIT HEIGHTS CITY

RETURNED
FEB 22 2000

On the 27th day of January 2000, personally appeared before me,

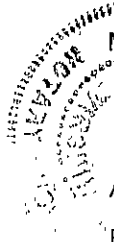
D. JAMES CROFT, the signer of the foregoing instrument who duly acknowledged

to me that he executed the same.

Residing at: 9209 Hidden Creek Dr., Great Falls, VA 22066

My commission Expires: My Commission Expires: October 31, 2003
(Seal)

Notary Public
Laura E. Leiby



ACCEPTANCE:
Fruit Heights City hereby accepts this grant of easement:

By: [Signature]
Mayor Richard Harvey

Date: 15 Feb 00