

When Recorded Mail to:
Woods Cross City
1555 S. 800 W.
Woods Cross, Utah 84087

E 3228087 B 7454 P 443-445
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/21/2020 11:32 AM
FEE \$0.00 Pgs: 3
DEP RTT REC'D FOR WOODS CROSS CITY

RETURNED
FEB 21 2020

Parcel ID Number: 06-313-0001
Project #: 55-19-020

DEED OF EASEMENT

WOODS CROSS PROPERTIES, L.L.C., GRANTOR, hereby conveys and warrants to WOODS CROSS CITY CORPORATION, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way burdening real property located in Davis County, State of Utah.

This instrument shall allow and create a perpetual easement for a culinary water pipeline and other public utilities, public pedestrian access and use, and emergency/public safety vehicle and personnel access and use, with rights of ingress and egress.

GRANTEE shall be entitled to construct, reconstruct, operate, maintain, repair, inspect, protect, install, remove and replace any and all facilities related to the purposes of the easement, including specifically (but not limited to) a culinary water pipeline, a pedestrian walkway and sidewalk, a driveway for use by emergency/public safety vehicles and personnel, and other appurtenances such as gates, fences, drainage facilities, etc.

The real property subject to the easement granted herein is located in the City of Woods Cross, Davis County, Utah, and is described as follows:

SEE EXHIBIT "A" - FOR LEGAL DESCRIPTION OF EASEMENT PROPERTY.

Said property shall include GRANTEE'S access to and reasonable use of GRANTOR'S adjacent property as needed to perform the construction, operation, inspection and maintenance of the improvements required for the purposes hereof.

GRANTOR shall not erect any building or structure, nor change the contour thereof, nor place trees, landscaping or other vegetation upon lands that comprise the perpetual easement property in any manner that would limit or impede the GRANTEE'S use of above described easement.

This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE; and may be assigned in whole or in part by GRANTEE.

Subject to GRANTEE'S rights as herein granted, GRANTOR shall have the right to fully enjoy and use the premises burdened by said easement that are not in conflict with the purposes and uses described herein.

Witness the hands of said GRANTOR, this 6th day of ~~December~~ ^{January}, 2020, 2019.

GRANTOR:

WOODS CROSS PROPERTIES, L.L.C.

[Signature]
Its: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On this 6th day of January, 2020, personally appeared before me [Signature] and [Signature], who being first duly sworn did affirm that he/she/they are officers or agents of the Grantor with authority to execute this instrument, duly acknowledged to me that he/she/they executed the same by affixing the signature(s) above.

[Signature]
Notary Public

Seal:

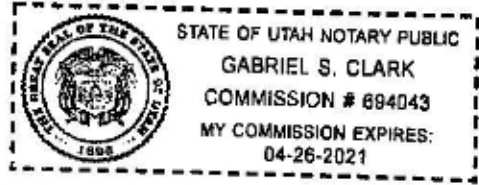


EXHIBIT "A"

A part of Section 35, T.2N., R.1W., S.L.B.&M. more particularly described as follows:

Beginning at the northwest corner of Parcel "B", Woods Cross Industrial Park subdivision; and running thence N.03°38'53"W. 10.02 feet along the westerly boundary line of said subdivision; thence N.89°59'44"E. 163.48 feet to the westerly right of way line of 1250 West Street; thence Southerly 10.01 feet along said right of way line and a 332.50 foot radius curve to the right, through a central angle of 01°43'28" (chord bears S.02°02'47"W. 10.01 feet) to the north boundary line of said Parcel "B"; thence S.89°59'44"W. 162.48 feet along said boundary line to the point of beginning.

Containing 1,630 square feet more or less.