

BOOK 1044

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EN. PT. AD.

RECORDED AT REQUEST OF

Bountiful City

1985 JUL 22 AM 8 54

BY CLERK OF DISTRICT COURT

A.M. Justice

EASEMENT

No 25 2N-1W

Bountiful Gateway Partners Grantors for and in consideration of the sum of \$1.00 (One Dollar), and other good and valuable consideration, receipt whereof is hereby acknowledged, do hereby grant and convey to Bountiful, a municipal corporation, its successors and assigns, a perpetual easement for all overhead and underground electrical and/or communication conductors and facilities existing after the completion of the new development, which is located upon a parcel of land in Davis County, State of Utah, which is described as follows:

Beginning at a point on the South line of 500 South Street which is N89° 59'16"W 132.06 ft. along the Section Line and S0° 11'26"E 539.88 ft. along the centerline of 500 West Street and S89° 41'24"W 490.18 ft. along the centerline of 500 South Street and S0° 12'36"E 38.28 ft. to a fence corner from the Northeast Corner of Section 25 T-2N, R.1.W, S.L.B.&M. and running thence S73° 06'36"W 234.12 ft. along the fence line; thence N 89° 10'36"W 168.40 ft. along a fence line to a point of tangency of a 90.00 ft. radius curve to the left; thence Southwesterly 126.90 ft. along the arc of said curve through a central angle of 80° 47'24"; thence S10° 02' W 499.42 ft. along the Easterly no access line of the I-15 Freeway to the North end of a frontage road (said no-access line is 1.0 ft. Easterly of and parallels the fence); thence S86° 59'E 321.75 ft.; thence N0° 29'32"E 439.42 ft.; thence East 297.25 ft.; thence South 1.41 ft.; thence East 9.22 ft.; thence S0° 00' 52"W 48.17 ft.; thence N89° 41'24" E 126.96 ft.; thence N0° 27'17"E 37.82 ft.; thence N88° 31'35"E 5.68 ft.; thence N0° 10'21" W 226.06 ft. along the West edge of a retaining wall to a point on the South line of said 500 South Street; thence S89° 41'24" 144.51 ft. along said street; thence S83° 44' W 6.03 ft. along said street; thence S0° 27' E 65.39 ft.; thence West 44.00 ft.; thence N0° 27' W 69.91 ft. to the point of beginning.

Containing 5.5941

Said easement shall be extended to include any future installations, rearrangements, or relocations required and approved by the grantors, within the property boundaries identified above. Said easement will be a total of fourteen feet (14' 0") wide, with the electrical and/or communication conductors and facilities being located at the center line of the easement.

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Said easement shall include all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described including the right of ingress and egress to and from said easement; and also the right to trim or remove all trees and undergrowth and other obstruction at a minimum clearance of eight feet (8' 0") below and five feet (5' 0") to the side of all overhead electrical conductors.

Reserving the Grantor the right to enter on said easement with a building, provided such use of easement shall meet all safety codes in effect at the time of encroachment, and must allow accessibility to all existing facilities for maintenance and operation.

BOUNTIFUL GATEWAY PARTNERS
By Roy Bosley
ROY BOSLEY
General Partner

IN WITNESS WHEREOF, the Grantors have executed this easement agreement this 19 day of July, A.D. 1985.

STATE OF UTAH)
 :
County of Davis)

On the 19th day of July 1985, personally appeared before me, Roy Bosley and _____, signers who being duly sworn, did say that (he/is/they/are) _____

Partner of Bountiful Gateway Partners

and that the foregoing instrument was signed on behalf of said partnership, and said Partnership acknowledged to me that said partnership duly executed the same.

My Commission Expires March 31, 1987