

RECORDED

APR 26 1991
EASEMENT

E# 924886 BK 1403 PG 287
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 APR 26 12:57 PM FEE .00 DEP SMM
REC'D FOR WOODS CROSS CITY

W 1/2 - 36-2N-1W

For the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells and sets over unto Woods Cross City, a municipal corporation of the State of Utah, hereinafter referred to as Grantee, its successors and assigns a perpetual right-of-way and easement to construct, operate, repair, inspect, protect, install, remove and replace a public sidewalk and other distribution and transmission structures and facilities hereinafter called the facilities, said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantor's land which is more particularly described as follows:

Beginning at a point S 89°35'05" W 176.79 feet along the section line and N 0°03'25" E 32.14 feet from the Center of Section 36, Township 2 North Range 1 West, Salt Lake Base and Meridian, running thence S 20°26'25" E 11.42 feet; thence S 0°03'25" W 154.30 feet thence S 11°38'50" W 19.91 feet to the east line of 800 West Street; thence N 0°03'25" E 184.50 feet along said east line of 800 West Street to the point of beginning. pt 06.095-0130

To have and to hold the same unto the said Grantee, its successors and assigns, perpetually with right of ingress and egress and said Grantee, its officers, employees, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect remove and replace said facilities. During construction periods, Grantee and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

Grantor shall not build or construct or permit to be built or constructed any building, structure, or other improvement over or across said right-of-way nor change the contour thereof without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way and Easement by and through its duly authorized representative as of the 24th day of April, 1991.

GRANTOR HERMES ASSOCIATES LTD
by [Signature]
Sr. Gen. Partner

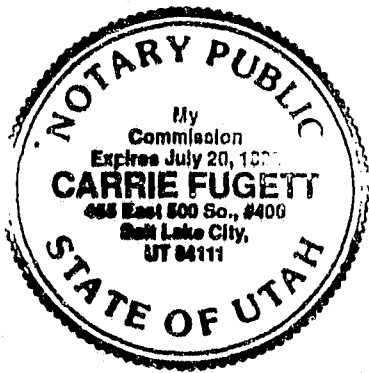
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 24th day of April, 1991, personally appeared before me J. Russ Jensen, the signer of the above instrument, who duly acknowledged to me they executed the same by and on behalf of the Grantor with full authority to bind the Grantor.

Carrie Fugett
NOTARY PUBLIC

My Commission Expires:
7/20/92

Residing at:
Salt Lake County, UT



STATE OF UTAH
TAKE NOTICE
BY READING
THIS PAGE
IN CONNECTION WITH
THE RECORDED INSTRUMENT