

When Recorded Mail To:

2449610  
BK 4773 PG 1842

North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84041

E 2449610 B 4773 P 1842-1848  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/11/2009 02:59 PM  
FEE \$0.00 Pgs: 7  
DEP RT REC'D FOR NATIONAL TITLE AG  
ENCY LLC

[PARCEL ID#12-103-0058] ✓

## EASEMENT

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency, LLC hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

**EASEMENT**

Dale D. & Ruth E. Clark, Grantor(s), hereby convey(s) and warrant(s) to North Davis Sewer District, its successors in interest and assigns, Grantee for the sum of One Dollar and other good and valuable consideration, a permanent easement and Right-of-Way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of an underground sewer and associated facilities related thereto, on, over, under and across real property located in Davis County, Utah and described as follows:

A Permanent Easement described as follows:

See description attached Exhibit A and,

A Temporary Construction Easement described as follows:

See description attached Exhibit A

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
12-103-0058	0.3030 Acres	Permanent
12-103-0058	0.7576 Acres	Temporary Easement

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities.

The Grantor(s) reserve(s) the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor(s) shall not build or construct over or across said permanent Right-of-Way, any building or other improvement, nor change the contour thereof without the written consent of the Grantee.

The temporary easement shall remain in force a maximum of one year beyond the Contract Time as specified within the Contract Documents as agreed to by the Contractor selected to construct said pipeline. Upon termination of said one-year guarantee period, the temporary easement shall be dissolved and all previous rights of the Grantor(s) shall be restored with respect to the temporary easement.

The Grantor(s) hereby covenant(s) with the North Davis Sewer District that Grantor(s) is/are lawfully seized and possessed of the real estate above described; that Grantor(s) has/have a good and lawful right to convey it, or any part thereof; that it is free from all encumbrances and that Grantor(s) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As part of the consideration for this grant, the Grantor(s) hereby release(s) any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

The property over which said easement passes and the location thereof are depicted in Exhibit "A", attached hereto and by reference made a part hereof as though set forth fully herein.

In Witness Whereof, the Grantor(s) have executed this Right-of-Way and easement this 17 day of February, 2009 *an*

## GRANTOR(S)

By: James D. Clark, Per. Rep  
 By: Estate of Dale D. Clark  
 By: James D. Clark, Per. Rep  
 By: Estate of Ruth E. Clark

*VIRGINIA*  
 STATE OF UTAH  
 ss  
 COUNTY OF DAVIS

On the 17 day of February, 2009, personally appeared before me,

James D. Clark

the signer(s) of the above instrument who duly acknowledged to me he/she/they executed the same.



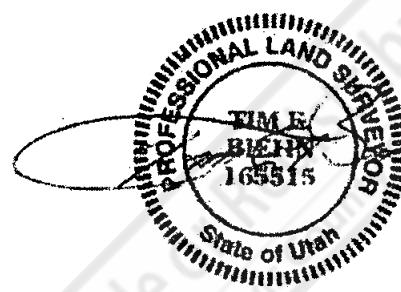
*Catherine M. Austin*  
 Notary Public 01-9-30-2009

Provided by Davis  
 This is not an official copy

**Exhibit A****ROBINSON, BIEHN & BIEHN, INC.****RBB**

Professional Land Surveyors  
 5330 South 900 East, Suite 120  
 Salt Lake City, Utah 84117-7261  
 (801) 266-1118 • (801) 262-6814 Fax

Lee E. Robinson, PLS  
 Ted M. Biehn, PLS  
 Tim E. Biehn, PLS



October 6, 2008

Project: North Davis Sewer District,  
 South Relief Sewer Replacement, Phase 4  
 Clark, Dale D. & Ruth E., Parcel 12-103-0058

**Permanent Easement**

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and being more particularly described as follows.

Beginning on Grantor's west property line and westerly extension of a North Davis Sewer District pipeline at a point N0°11'25"E 10.38 feet along the quarter section line from a Davis County monument at the center of said Section 21; thence along long said North Davis Sewer District Pipeline and said extension S89°40'00"E 660.00 feet, more or less, to Grantor's east property line. Contains 0.3030 acre, more or less.

**Temporary Construction Easements:**

A parcel of land located in the Northeast Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and being more particularly described as follows.

A 50 foot wide strip of land that lies north of and adjacent to the north line of the above described Permanent Easement. Contains 0.7576 acre, more or less.

Clark, Dale & Ruth  
 (12-103-0058)

50' wide; Temporary Construction Easement

20' wide Permanent Easement

Centerline of Pipe

Survey for the  
 AMERICAN  
 FLOOR COVERING CO.

**EASEMENT**

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VIRGINIA  
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 FRAZER :ss  
 COUNTY OF DAVIS )

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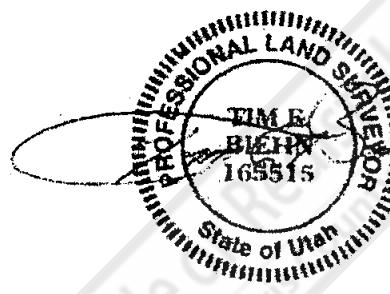
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 (12-103-0058)

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Centerline of Pipe