

97463

72-12-37-14

**EASEMENT**

E 1010769 B 1569 P 1279  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1992 DEC 31 2:16 PM FEE .00 DEP SHM  
REC'D FOR SECURITY TITLE COMPANY

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grant, convey, sell, and set over unto Central Davis County Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called FACILITIES, said easement being situated in Davis County, State of Utah over and through a parcel of the GRANTORS' land. The following are easements for the construction and maintenance of a sanitary sewer line and pump station. The construction easement shall be 40 feet wide and the permanent easement shall be 20 feet wide.

**20 Foot Sewer Line Easement Across Florence Hess (Trustee)  
and Clyde Hess Property**

Beginning at a point on an existing fence line between the O.H. Guymon property and the Florence Hess property said point being S 89°45'50" W 328.41 feet and South 1583.67 feet from the North Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence S 17°40'44" E 10.27 feet; thence S 1°56'57" W 168.44 feet; thence S 89°41'50" E 789.19 feet; thence N 84°27'44" E 381.42 feet; thence S 21°45'44" E 281.42 feet, more or less, to an existing fence line; thence West 21.53 feet, more or less; thence N 21°45'44" W 258.43 feet, more or less; thence S 84°27'44" W 367.43 feet; thence N 89°41'50" W 813.19 feet; thence N 3°29'52" E 87.99 feet; thence N 2°58'01" E 36.04 feet; thence N 1°39'03" E 73.95 feet to existing fence corner; thence N 89°04'24" E 16.33 feet to the point of beginning.

**40 Foot Construction Easement Across Florence Hess (Trustee)  
and Clyde Hess Property**

Beginning at a point on an existing fence line between the O.H. Guymon property and the Florence Hess property said point being S 89°45'50" W 307.52 feet and South 1583.41 feet from the North Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence S 17°40'44" E 7.71 feet; thence S 1°56'57" W 166.32 feet; thence S 89°41'50" E 768.78 feet; thence N 84°27'44" E 395.34 feet; thence S 21°45'44" E 288.25 feet,

more or less, to an existing fence line; thence West 43.07 feet, more or less; thence N 21° 45' 44" W 242.26 feet, more or less; thence S 84° 27' 44" W 367.36 feet; thence N 89° 41' 50" W 814.80 feet; thence N 3° 29' 52" E 103.01 feet; thence N 2° 58' 01" E 36.04 feet; thence N 1° 39' 03" E 73.95 feet to existing fence corner; thence N 89° 04' 24" E 37.22 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in 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 easement as may be reasonably necessary in connection with the construction or repair of said facilities. The contractors performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use said premises except for the purpose for which this easement is granted to the said GRANTEE, provided such use shall not interfere with the facilities or with the discharge and conveyance of sewage through said facilities, or any other rights granted to GRANTEE here-under.

GRANTORS shall not build or construct or permit to be built or constructed any building or other improvement over or across said easement nor change the contour thereof without the written consent of GRANTEE. This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and its successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHERE, the GRANTORS have executed this easement, this 30th day of December, 1992.

  
 CLYDE LAMAR HESS, a/k/a LaMar Hess, surviving  
 husband of Florence S. Hess, Deceased

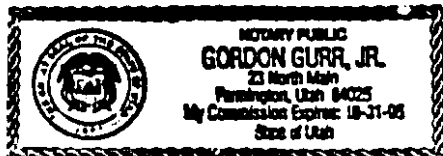
  
 RODNEY LYNN HESS, TRUSTEE

  
 JON IVAN HESS, TRUSTEE  
 TRUSTEES OF THE FLORENCE S. HESS TRUST  
 DATED MAY 25, 1982

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF DAVIS )

E 1010769 B 1569 P 1281

On the 30th day of December, 1992 personally appeared before me, CLYDE LAMAR HESS, also known as LAMAR HESS, surviving husband of Florence S. Hess, Deceased, one of the signers of the above instrument, who duly acknowledged to me they executed the same.



Gordon Gurr, Jr.  
Notary Public

My commission expires:

Residing at

October 31, 1996

Farmington, Utah

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF DAVIS )

On the 31st day of December, 1992 personally appeared before me, RODNEY LYNN HESS and JON IVAN HESS, as Co-Trustees of the FLORENCE S. HESS TRUST, Dated May 25, 1982, two of the signers of the above instrument, who duly acknowledged to me they executed the same.



Gordon Gurr, Jr.  
Notary Public

My commission expires:

Residing at

October 31, 1996

Farmington, Utah