

162216 DEED OF EASEMENT 29-1A-3W

Abstracted
 Indexed
 Entered
 Platted
 On Margin
 Compared

WHEREAS, North Davis County Sewer District by and through its Board of Trustees, being a body corporate and politic, of the State of Utah, desires to obtain an easement including all necessary ingress and egress to lay, construct, reconstruct, operate and maintain an underground sewer pipeline or pipelines and appurtenant structures, on, over and through certain lands in Davis County, Utah, as follows:

Center line through Section 29, T. 5 N., R. 2 W., S. L. E. & M.

which easement is more particularly hereinafter described, and

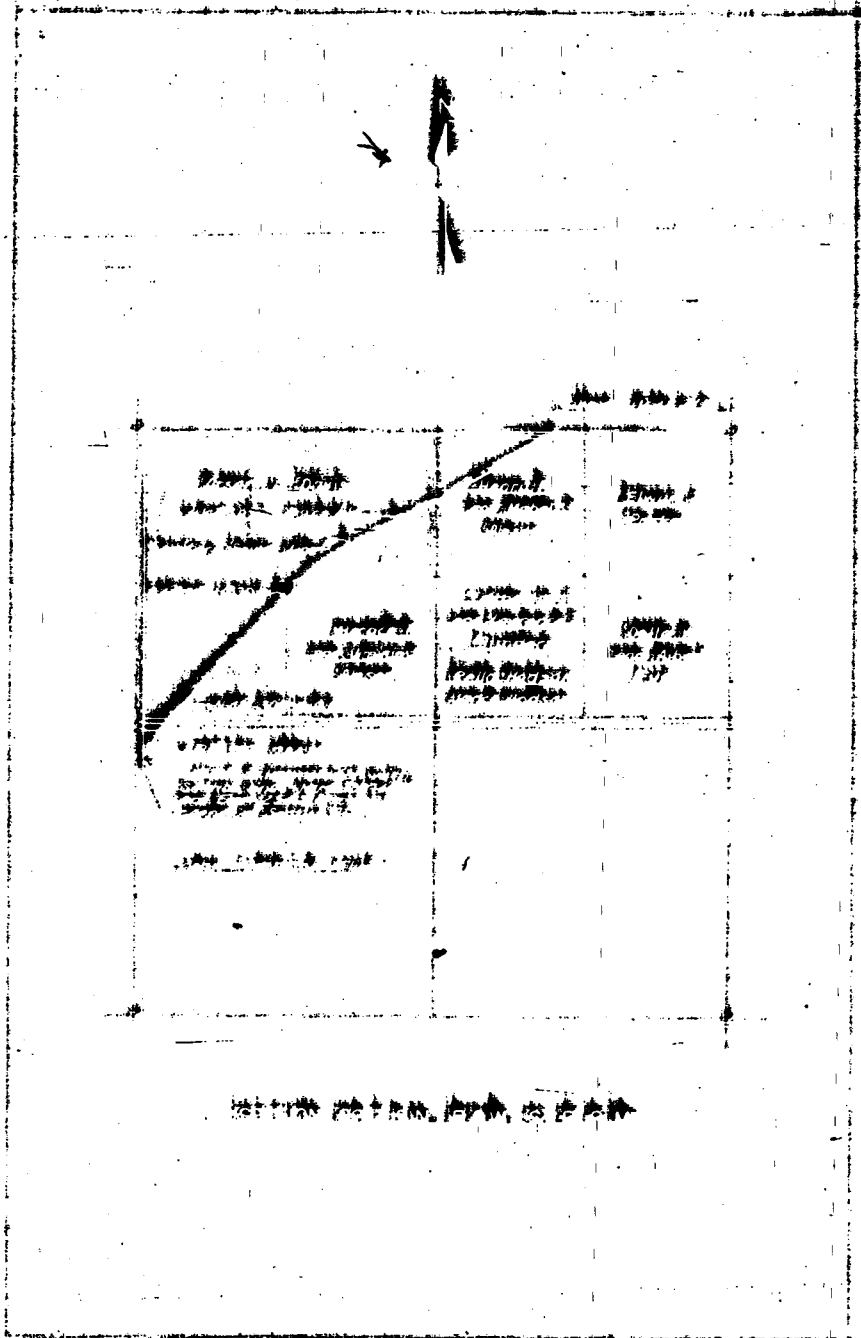
WHEREAS, grantor are/is the owner of certain lands in said Section 29 traversed by the said easement, and are willing to grant and convey the same to said North Davis County Sewer District for the considerations hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of \$ 400

to the grantor paid by the grantees, receipt of which is hereby acknowledged,

Orson J. Davis & Hazel Davis, husband and wife, grantor, of Davis County, Utah, hereby grant and convey to North Davis County Sewer District, its successors and assigns, the temporary and perpetual easements hereinafter described, on, over, across and through those portions of grantor lands, lying in Section 29, Township 5 North, Range 2 West, Salt Lake Meridian, traversed thereby, including all necessary ingress and egress:

Temporary easement during the construction of the pipeline and appurtenant structures above referred to for construction purposes on, over and across a strip of land 40 feet wide, lying 20 feet on each side of and parallel and adjacent to the center line as shown on the plat attached hereto and made a part of this easement, which said center line is particularly described in exhibit 'A' attached hereto and by this reference made a part of this Deed of Easement.



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Perpetual easement to construct, reconstruct, operate, repair, replace and maintain the pipeline and appurtenant structures above referred to on, over, across and through a strip of land 20 feet wide, lying 10 feet on each side, adjacent and parallel to the above platted and described center line.

As a part of the consideration for this grant, the Parties of the First Part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

Grantor shall, subject to grantees' rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but grantor, their/his successors or assigns, shall not erect any permanent buildings or structures upon the lands comprising the perpetual easement without grantee's consent in writing.

WITNESS the hand of the grantor this 7th day of December, 1955.

STATE OF UTAH)
) SS.
COUNTY OF)

On the 7 day of December, 1955, personally appeared before me Orson J. Davis & Hazel Davis, husband and wife, the signer of the within instrument, who duly acknowledged to me that he executed the same.

William H. King
Notary Public
Residing at Payson, Utah

My commission expires:
July 13, 1958

EXHIBIT "A"

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NORTH DAVIS COUNTY SENIOR DISTRICT

August 3, 1955

Description of line through Section 29, T. 5 N., R. 2 W., S 1 B & M

Beginning at a point on the West line of said Section 29, said point being North 2374.1 feet and East 25.4 feet, more or less, from the Southwest Corner of said Section 29, and running thence N. 25°-57'E. 264.0 feet, more or less; thence N. 13°-30'E. 519.2 feet; thence N. 44°-03'E. 1570.0 feet; thence N. 60°-32'E. 2363.0 feet, more or less, to a point on the North line of said Section 29, said point being West 1646.6 feet, more or less, from the Northeast Corner of said Section 29.

Tract 29, Orren J. Davis, containing 1.38 acres.

1.38