

No Rec
307

EASEMENT

NE-27-5N-2W
pt 14-002-0014

CPB # 520-8129

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("CPB), Grantor(s), hereby convey and warrant to North Davis Sewer District, their successors in interest and assigns, Grantees for the sum of One Dollar and other 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 and as shown on Exhibit "A":

A twenty foot wide permanent easement lying 10 feet (measured at right angles) on each side of a center line which is described as follows:

Beginning at a point 2591.24 feet South, 2617.06 feet West, 587.02 feet East (North 89°59'21" East), 42.45 feet North 45°01'24" East and 167.89 feet North (North 0°03'26" East) from the Northeast Corner of Section 27, Township 5 North, Range 2 West, of the Salt Lake Base and Meridian, and running thence North (North 0°03'26" East) 268.13 feet more or less to the north boundary line of said Grantors property.

A temporary 30 foot construction easement which will vacate upon completion of initial construction described as follows:

RETURNED
OCT - 4 2002

Lying 40-feet to the center of the permanent easement Westerly according to the orientation of the easement line.

E 1792371 B 3140 P 812
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 OCT 4 12:56 PM FEE .00 DEP SMM
REC'D FOR NORTH DAVIS SEWER DIST

<u>County Serial Nos.</u>	<u>Acreage</u>	<u>Easement</u>
14-002-0014	0.123	20-foot permanent
14-002-0014	0.185	30-foot temporary construction

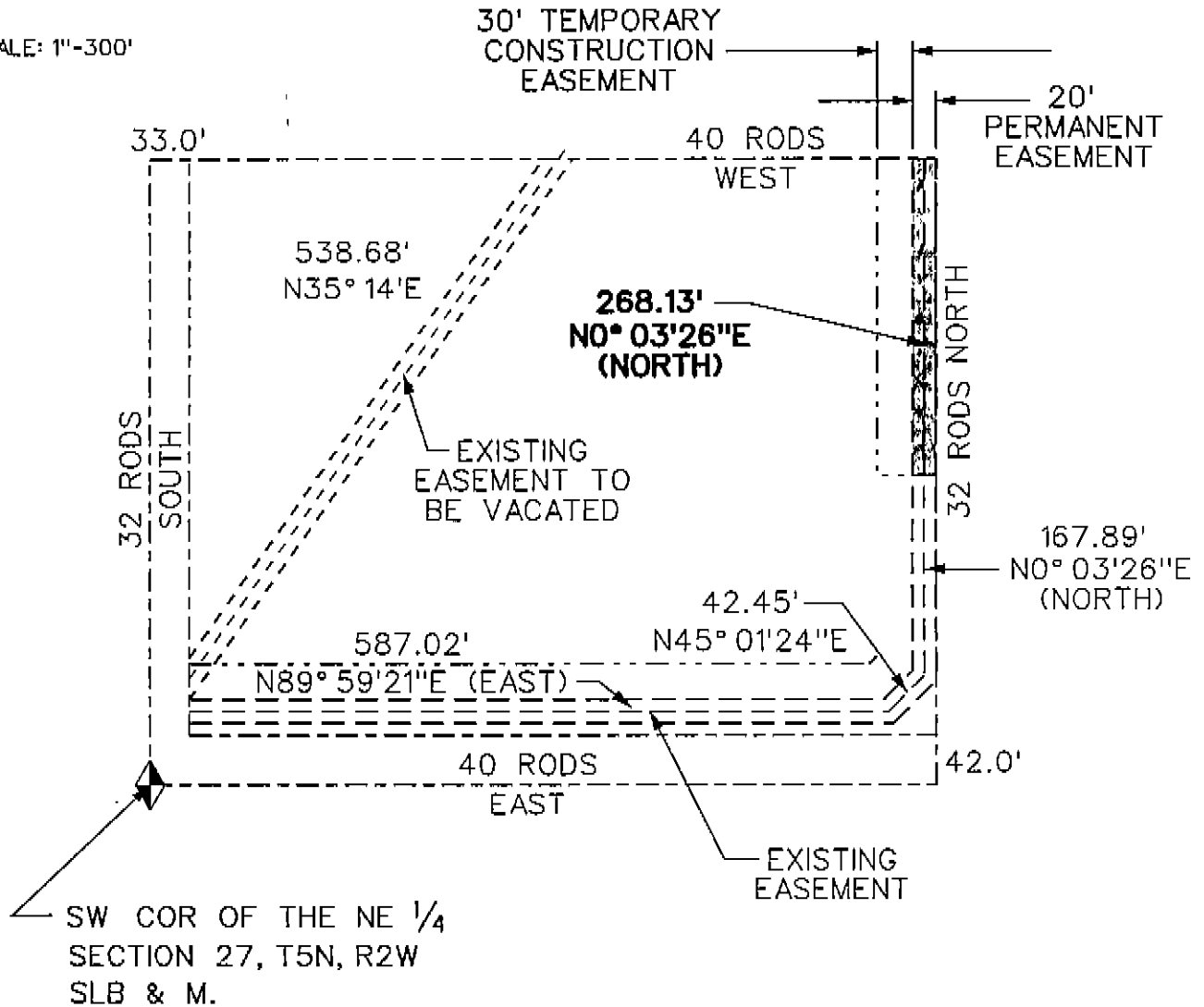
Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of this easement by Grantees, its agents or assigns, Grantees hereby agree that they will restore the above-described premises to a reasonable condition existing prior to said entry.

The Grantor(s) reserve the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor(s) will be entitled to seek compensation for damages, if any, to crops resulting from the installation, maintenance, repair, alteration, enlargement, inspection, relocation, or replacement of the sewer line within the easement. 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 Grantees.

Exhibit "A" 1792371 B 3140 P 814



SCALE: 1"=300'



CORPORATION OF PRESIDING BISHOP OF LDS CHURCH EXHIBIT 'A' (#14-002-0014) PART OF THE NE QTR SECTION 27, T5N, R2W; SLB & M.

Plot Date: 18-JUN-2002 14:51

File: M:\projects\nadavis\easements_2001\tdsm02.dgn

Job No: 1710419.0010

