

Street

2643767
BK 5459 PG 260

08-060-0004,0003,

0043,0029, 0034,0041

08-486-0105

WHEN RECORDED MAIL TO:

Central Davis Sewer District
Attn: General Manager
2200 South Sunset Drive
Kaysville, UT 84037

RECORDED
FEB 15 2012

E 2643767 B 5459 P 260-265
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/15/2012 11:34 AM
FEE \$0.00 Pgs: 6
DEP RT REC'D FOR CENTRAL DAVIS SEW
ER DISTRICT

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors hereby grant, convey, sell, and set over unto Central Davis Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a perpetual right-of-way and easement to construct, 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 the "Facilities", said right-of-way and easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantor's land as depicted on Exhibit A, a 30-foot wide easement, being 15 feet either side of an existing sewer line, upon a part of an entire tract of property situated in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey. Said easement more particularly described as follows:

Central Davis Sewer District

30' Sewer Easement

Beginning at a point which is 1,440.16 feet North 00°00'26" East along the section line from the Southeast Corner of said Section 14; and running thence North 89°22'41" West 803.02 feet to a non tangent point on a curve on the northeasterly right of way line of Burke Lane; thence northwesterly along the arc of a 690.00 foot radius curve to the left a distance of 75.62 feet (central angle equals 06°16'47" and long chord bears North 65°59'37" West 75.59 feet) along said northeasterly right of way line; thence South 89°22'41" East 949.13 feet; thence South 51°41'29" East 62.10 feet; thence North 89°41'17" West 48.73 feet; thence North 51°41'29" West 13.44 feet; thence North 89°21'55" West

66.51 feet to the point of beginning. The above described part of an entire tract contains 28,360 square feet or 0.651 acres.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right to ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement except roadways and fences over or across this right-of-way and easement 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 and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

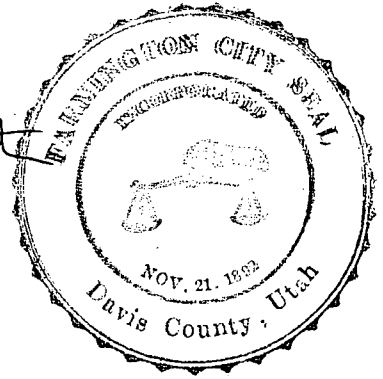
Grantee agrees to indemnify and defend Grantors from any loss, claim, or liability to Grantors arising out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantors shall have no liability to Grantee or others for any condition existing thereon, other than any such condition caused or created by Grantors.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this 7 day of February, 2012.

FARMINGTON CITY

By: Scott C. Smith

Title: Ally



STATE OF Utah)
)
) ss
COUNTY OF Davis)

On the 7 day of February, 2012, this instrument was
acknowledged before me by Scott C. Harbertson, the
Mayor of Farmington City.

Holly Gadd
Notary Public

My Commission Expires:

Residing at:

12/05/2015

Davis County

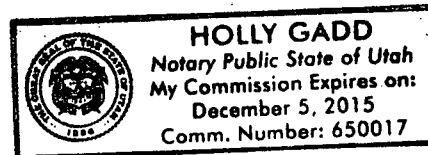
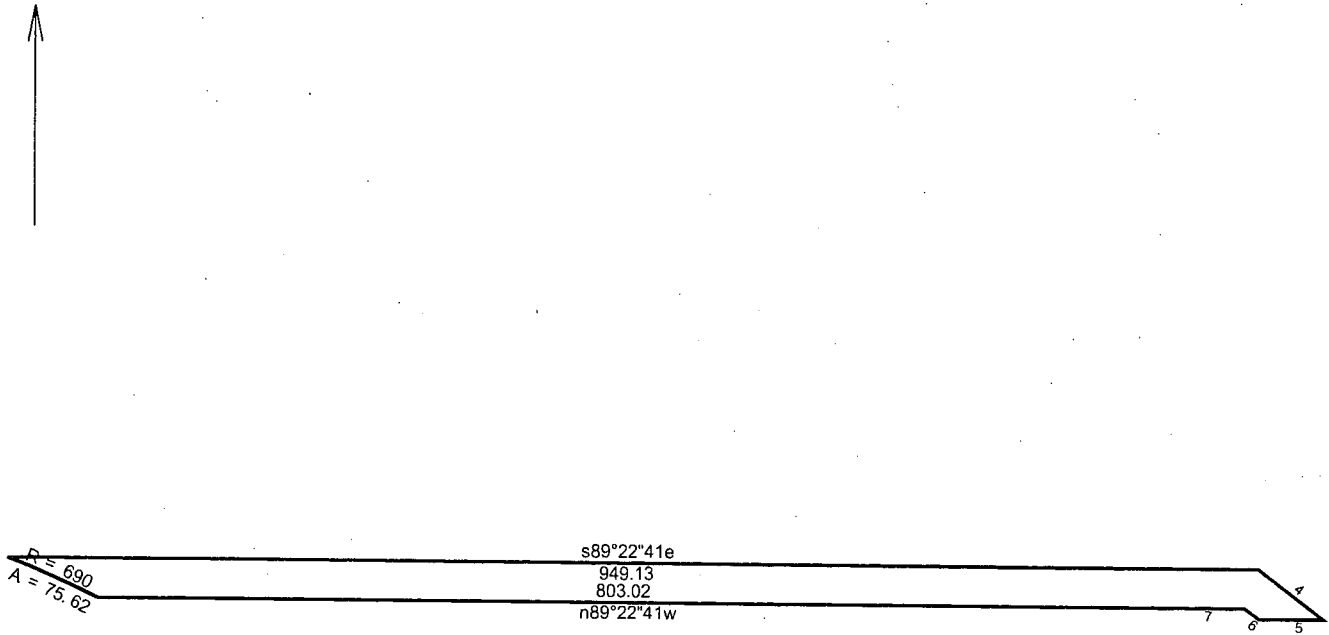


EXHIBIT "A"

General Depiction of Easement Property
(attached)



12/22/2011

Scale: 1 inch= 140 feet

File: CDS 30 Foot Burke Lane Easement.ndp

Tract 1: 0.6511 Acres (28360 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/532275), Perimeter=2019 ft.

01 n89.2241w 803.02

07 n89.2155w 66.51

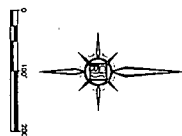
02 Lt, r=690.00, delta=006.1647, arc=75.62, chord=n65.5937w 75.59

03 s89.2241e 949.13

04 s51.4129e 62.10

05 n89.4117w 48.73

06 n51.4129w 13.44



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DATE: 08/20/00
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

PROJECT: BURKE LANE
SHEET: 1 OF 1
SCALE: 1" = 100'

**CALDWELL
RICHARDS
SORENSEN**

ANSWERS TO INFRASTRUCTURE
SALT LAKE CITY OFFICE:
201 E. 1000 S. SUITE 100
SALT LAKE CITY, UT 84143
PHONE: 801.339.5565
FAX: 801.339.5572
WWW.CRS-ENGINEERS.COM

BURKE LANE
CENTRAL DAVIS SEWER DISTRICT
**BURKE LANE SEWER EASEMENT
EXHIBIT**
FARMINGTON, UT

080200
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CS-100