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Recorded at request of King & King Fee Paid \$10.00  
Date MAY 12 1965 at 11:15 AM Recorder, Davis County  
By Grace P. Bybee Deputy Book 316 Page 689  
812-29-47-1W

283008

E A S E M E N T

This indenture made and executed by the Grantors  
hereinafter named, this 7<sup>th</sup> day of December, 1965,

WITNESSETH, that for and in consideration of the  
sum of FOUR HUNDRED THREE <sup>ND</sup> .50 / 100 — Dollars  
(\$ 403.50 ), cash in hand paid, the receipt of which is

hereby acknowledged, Weldon C. Roberts and Mary B. Roberts, his  
wife, have this date bargained and sold, and by these presents  
do bargain, sell, convey, transfer and deliver unto the North  
Davis County Sewer District, a temporary and permanent easement  
and right of way, including the perpetual right to enter upon the  
real estate hereinafter described, at any time that it may see  
fit, and construct, maintain and repair an underground pipeline  
or main for the purpose of conveying sewage over, across, through  
and under the lands hereinafter described, together with the  
right to excavate and refill ditches and trenches for the location  
of said pipeline or main, and the further right to remove trees,  
bushes, undergrowth and other obstructions interfering with the  
location, construction and maintenance of said pipeline or main.

The temporary and permanent easement and right of  
way hereby granted is particularly described in Exhibit "A"  
attached hereto and by reference thereto made a part of this  
Easement as though fully described herein.

To have and to hold said easement and right of  
way unto the North Davis County Sewer District and unto its  
successors and assigns forever.

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

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whomsoever.

As a part of the consideration for this grant, the Grantors do hereby release any and all claims for damages incidental to the initial construction and laying of said sewer pipeline except that Grantors will be compensated for crop damage including damages for crops not planted as a result of the initial construction and laying of said pipeline, and provided further that Grantee does hereby agree to pay Grantors and compensate them for all damages directly incidental to or directly attributable to the maintenance and repair of said sewer pipeline and including damages directly caused to growing crops as a result of said maintenance and repair of said sewer pipeline.

This Easement is binding upon all the heirs, devisees, legatees, executors and administrators, assigns and successors of the Grantors herein.

IN WITNESS WHEREOF, the Grantors have set their hands and seals the day and year first above written.

Weldon C Roberts

Mary B. Roberts

STATE OF UTAH }  
COUNTY OF DAVIS } ss.

On the 7<sup>th</sup> day of December, 1966, personally appeared before me Weldon C. Roberts and Mary B. Roberts, his wife, the signers of the above Easement who duly acknowledged to me that they executed the same.

J. L. King  
Notary Public  
Residing at: Kayville, Utah

My Commission Expires:

July 29, 1966.

April 22, 1964

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Description of sewer outfall line across Section 29, T. 4 N., R. 1 W.,  
S.L.B. & M.

Grantor hereby grants and conveys to the North Davis County Sewer  
District, its successors and assigns, the temporary and perpetual  
easement, hereinafter described on, over, across and through those  
portions of Grantor's land lying in Section 29, T. 4 N., R. 1 W.,  
Salt Lake Base and Meridian, and traversed thereby.

Temporary easement during construction of the sewer outfall line and  
appurtenant structures 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 following described line:

Beginning at a point on the East line of said Section 29, lying  
North 252 feet, more or less, from the Southeast Corner of said  
Section 29 and running thence S.  $53^{\circ}09'30''$  W. 421 feet, more  
or less to the South line of said Section 29.

Also beginning at a point on the South line of said Section 29,  
lying East 188 feet, more or less, from the South Quarter Corner  
of said Section 29 and running thence N.  $76^{\circ}06'30''$  W. 480 feet,  
more or less; thence N.  $81^{\circ}29'32''$  W. 496.01 feet; thence  
N.  $86^{\circ}43'$  W. 500.45 feet; thence N.  $83^{\circ}20'30''$  W. 456.97 feet;  
thence S.  $78^{\circ}07'30''$  W. 300.0 feet; thence S.  $2^{\circ}09'$  W. 398.33  
feet; thence N.  $40^{\circ}06'$  W. 358.30 feet; thence S.  $89^{\circ}30'24''$  W.  
766.5 feet to a point over an existing sewer line, lying North  
272.7 feet and East 4.2 feet from the Southwest Corner of said  
Section 29.

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

Tract No. 65

Owner: Welden C. Robert

Perpetual Easement: 0.368 acres

Tract No. 64

Owner: Welden C. & Mary B. Roberts

Perpetual Easement: 0.269 acres

Tract No. 63

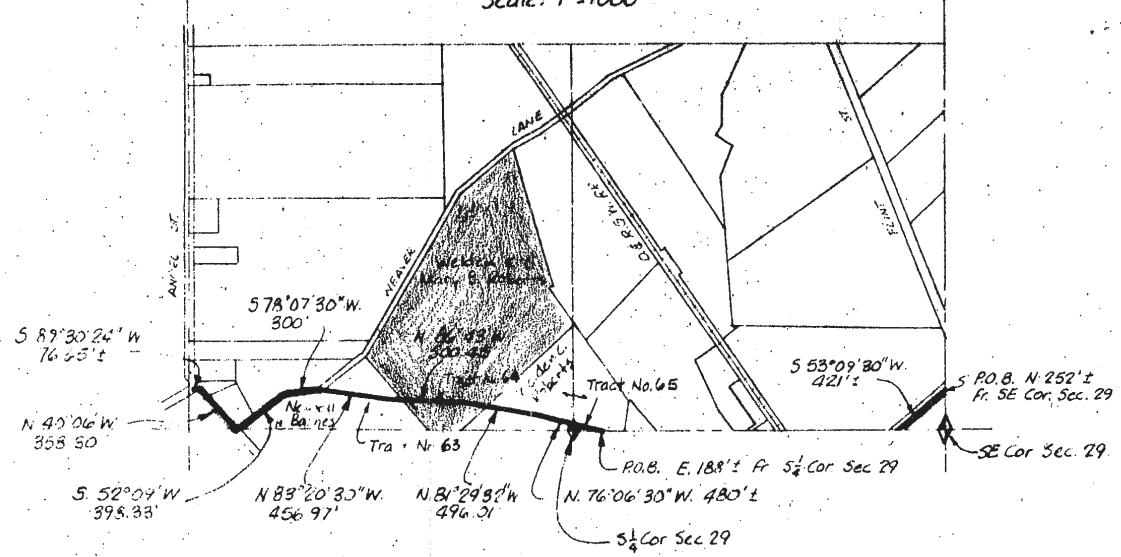
Owner: Newell H. Barnes

Perpetual Easement: 0.236 acres

**EXHIBIT "A"**

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Scale: 1"=1000'



SE  $\frac{1}{4}$  & SW  $\frac{1}{4}$  SECTION 29

T. 4 N. R. 1 W., S. C. L. 7. M.