

Recorded at request of *King & King* Fee Paid *\$10.00*
 Date MAY 12 1965 11 13 AM EMILY T. ELDREDGE Recorder Davis County
 By *David D. Bybee* 316 Page 697
8/2-29-47-1W

283010

EASEMENT

This indenture made and executed by the Grantors
 hereinafter named, this 7TH day of ^{MAY} December, 1965,

WITNESSETH, that for and in consideration of the
 sum of FIVE HUNDRED FIFTY-TWO Dollars
 (\$ 552.00), 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 abovedescribed, 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

See Easement in Book 348 Page 387

whosoever.

As a part of the consideration for this grant, the Grantees do hereby release any and all claims for damages incidental to the initial construction and laying of said sewer pipeline except that Grantees 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)
) ss.
COUNTY OF DAVIS)

On the 7TH day of MAY, 1965, 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.

John H. King
Notary Public
Residing at: Raymond, Utah

My Commission Expires:

July 29, 1966.

April 22, 1964

699

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°-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°-06'-30" W. 480 feet, more or less; thence N. 81°-29'-32" W. 496.01 feet; thence N. 86°-43' W. 500.45 feet; thence N. 83°-20'-30" W. 456.97 feet; thence S. 78°-07'-30" W. 300.0 feet; thence S. 2°-09' W. 398.33 feet; thence N. 40°-06' W. 358.30 feet; thence S. 89°-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

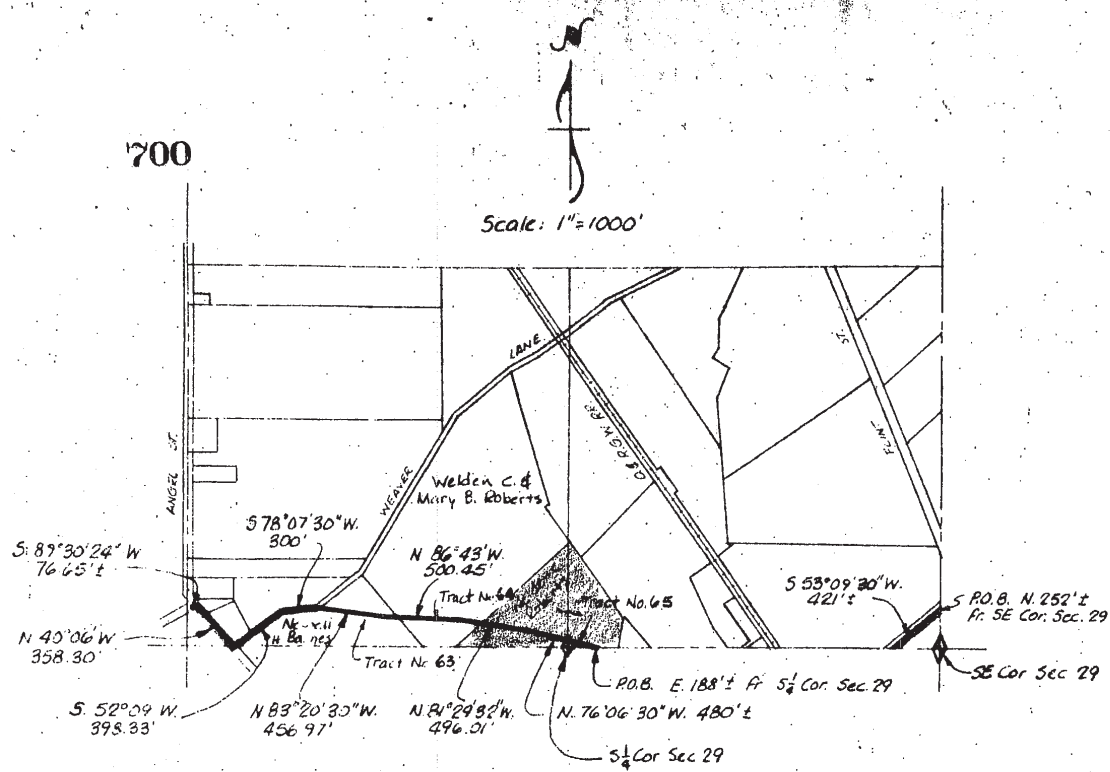
Perpetual Easement: 0.269 acres

Tract No. 63

Owner: Newell H. Barnes

Perpetual Easement: 0.236 acres

EXHIBIT "A"



SE 1/4 & SW 1/4 SECTION 29

T.4N., L.1W., S.4E. & M.