

**WHEN RECORDED MAIL TO:**

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

E 2884951 B 6323 P 213-217  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/05/2015 10:56 AM  
FEE \$0.00 Pgs: 5  
DEP RT REC'D FOR CENTRAL DAVIS SEW  
ER DISTRICT

pt 08-060-0046

**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 non-exclusive 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 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 20-foot wide easement, being 10 feet either side of an existing sewer line, upon a part of an entire tract of property which is a part of Lot 1, Block 34 of the Big Creek Plat, in Farmington City, Davis County, Utah, also being a part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

**Central Davis Sewer District**

**Sewer Easement**

Beginning on the North right of way line of Burke Lane, said point being 738.48 feet South 89°41'17" East along said North right of way line from the Southwest Corner of Lot 1, Block 34, Big Creek Plat, Farmington Townsite Survey; and running thence North 00°18'43" East 47.87 feet; thence East 20.00 feet; thence South 00°18'43" West 47.98 feet to said North right of way line; thence North 89°41'17" West 20.00 feet along said North right of way line to the Point of Beginning.

Containing 958.50 square feet

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 be permitted to build or construct roadways, sidewalk, landscaping, fences, and underground utilities to include but not be limited to water, electrical, storm drain, and communications over or across this right-of-way. Grantor shall not build or construct, or permit to be built or constructed any building nor change the contour thereof without the written consent of Grantee, which written consent shall not be reasonably withheld. This 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. This Easement shall be automatically terminated upon any future dedication of Right-of-Way to Farmington City containing the Facilities.

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 4 day of August, 2012.

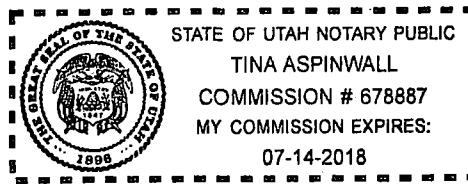
Red Barn Farms

By: 

Richard A. Haws

Title: Director

STATE OF Utah )  
COUNTY OF Davis )  
ss



On the 5 day of August, 2015, this instrument was  
acknowledged before me by Richard A. Haws, the  
Director of Red Barn Farms.

Tina Aspinwall  
Notary Public

My Commission Expires:

7-14-18

Residing at:

1200 W. Red Barn Ln  
Farmington, UT 84025

2884951  
BK 6323 PG 216

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EXHIBIT "A"

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General Depiction of Easement Property

(attached)

