

8/2-29-477-1W

387

Recorded at request of King & King Fee Paid the fee
Date JUL 15 1966 at 12:33 P.M. Recorder Davis County
By James P. Bybee EMILY T. ELDREDGE Deputy Book 348 Page 387

300481

E A S E M E N T

This indenture made and executed by the Grantors
hereinafter named, this 13th day of July, 1966,

WITNESSETH, that for and in consideration of the
sum of One Dollar (\$1.00) and other good and valuable considera-
tion, cash in hand paid, the receipt of which is hereby acknowl-
edged, Welden 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 here-
inafter described, at any time that it may see fit, and con-
struct, 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 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.

Welden C. Roberts

Mary B. Roberts

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 13th day of July, 1966, personally appeared before me Welden C. Roberts and Mary B. Roberts, his wife, the signers of the above Easement who duly acknowledged to me that they executed the same.


Notary Public
Residing at: KAYEPILLE, UTAH

My commission expires:

July 29, 1966.

(NOTE: This Easement is given in lieu of and to correct the description contained in an Easement dated May 7, 1965 and recorded in Book 316, Page 697.)

May 9, 1966

389

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 125 feet, more or less, from the South Quarter Corner of said Section 29 and running thence N. 79°-21' W. 280.89 feet; thence N. 77°-10'-30" W. 399.82 feet; thence N. 83°-03'-30" W. 403.95 feet; thence N. 84°-14'-30" W. 243.50 feet; thence N. 83°-46'-30" W. 539.30 feet; thence S. 78°-07'-30" W. 300.0 feet; thence S. 52°-09' W. 398.33 feet; thence N. 40°-06' W. 358.30 feet; thence S. 89°-30'-24" W. 76.65 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

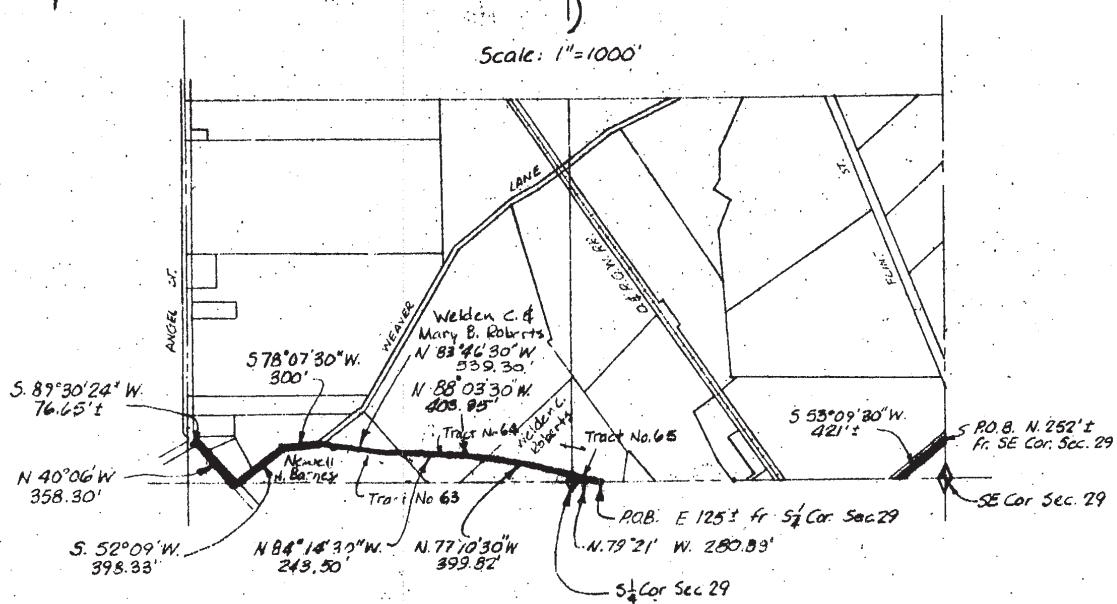
Owner: Welden C. & Mary B. Roberts
Perpetual Easement: 0.269 acres

Tract No. 63

Owner: Newell H. Barnes
Perpetual Easement: 0.236 acres

EXHIBIT "A"

390



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

T. 4 N., R. 1 W., S.L.E. #M.