

WHEN RECORDED, RETURN TO:  
North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84075

E 3083635 B 6979 P 1558-1561  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/26/2018 04:41 PM  
FEE \$0.00 Pgs: 4  
DEF RTT REC'D FOR NORTH DAVIS SEWE  
R DISTRICT

11-076-0061 pt

### EASEMENTS

D & R Ventures LC, Grantor, hereby conveys and warrants to North Davis Sewer District, its successors in interest and assigns, Grantee, for the sum of One Dollar and other good and valuable consideration, a temporary easement, for the design, construction, operation, maintenance, repair, alteration, enlargement, inspection, widening, and replacement of pipelines and infrastructure and associated facilities related thereto, on, over, under, adjacent, and across real property located in Davis County, Utah and described as follows:

#### Kays Creek West DRV 1 –Temporary Easement 40-Feet Wide

A temporary easement upon Parcel 110760061, Recorded as Entry No. 2523384 in the Office of the Davis County Recorder, located in Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the subdivision boundary of Old Farm at Kays Creek Subdivision Phase 1 recorded as Entry No. 2535339 in the Office of the Davis County Recorder that is WEST 271.00 feet and SOUTH 40.06 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and Walker Farm Drive is N39° 40' 52"W (Basis of Bearing and Monument Line) 398.64 feet (Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence N75° 28' 47"W 27.922 feet; thence N82° 20' 51"W 576.22 feet parallel to an existing sanitary sewer pipeline to the property line of said Parcel 1107600061; thence N40° 06' 20"W 59.500 feet along said property line; thence S82° 20' 51"E 622.668 feet parallel to an existing sanitary sewer pipeline; thence S75° 28' 47"E 51.262 feet to said Old Farm at Kays Creek Subdivision Phase 1 boundary; thence along said Subdivision boundary S39° 01' 26"W 11.555 feet; thence S43° 13' 39"W 33.617 feet to the point of beginning. Contains 25,575 square feet or 0.587 acres more or less.

#### Kays Creek West DRV 2 –Temporary Easement 10-Feet Wide

An temporary easement upon Parcel 110760061, Recorded as Entry No. 2523384 in the Office of the Davis County Recorder, located in Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the northeasterly property line of said Parcel 110760061 that is NORTH 322.041' feet and WEST 295.130 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and Walker Farm Drive is N39° 40' 52"W (Basis of Bearing and Monument Line) 398.64 feet (Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence S0° 36' 44"W 294.546 feet parallel to and 10 feet perpendicularly distant from an existing sanitary sewer pipeline ; thence N82° 20' 51"W 633.335 feet parallel to and 10 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence N82° 35' 11"W 0.644 feet to the property line; thence N40° 06' 20"W 14.807 feet; thence S82° 35' 11"E 11.585 feet; thence S82° 20' 51"E 622.045 feet parallel to and 20 feet perpendicularly distant from an existing sanitary sewer pipeline; thence N0° 36' 44"E 296.626 feet parallel to and 20 feet perpendicularly distant from an existing sanitary sewer pipeline ; thence S36° 08' 15"E 16.713 feet to the point of beginning. Contains 9,294 square feet or 0.213 acres more or less.

#### **Kays Creek West DRV 3 –Temporary Easement 40-Feet Wide**

An temporary easement upon Parcel 110760061, Recorded as Entry No. 2523384 in the Office of the Davis County Recorder, located in Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the property line of said Parcel 110760061 that is WEST 226.862' feet and NORTH 10.487 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and Walker Farm Drive is N39° 40' 52"W (Basis of Bearing and Monument Line) 398.64 feet

(Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence N75° 28' 47"W 53.152 feet; thence N0° 36' 44"E 271.247 feet parallel to and 10 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence S36° 08' 15"E 66.854 feet; thence S0° 36' 44"W 186.377 feet parallel to and 50 feet perpendicularly distant from an existing sanitary sewer pipeline ; thence S75° 28' 47"E 39.848 feet parallel to and 50 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence S34° 19' 51"W 2.586 feet; thence S39° 01' 26"W 41.285 feet to the point of beginning. Contains 11,017 square feet or 0.253 acres more or less.

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
11-076-0061	0.587 acres, more or less	Temporary
11-076-0061	0.213 acres, more or less	Temporary
11-076-0061	0.253 acres, more or less	Temporary

Together with all necessary and reasonable rights of ingress and egress and the right to design and construct for the location, construction, and repair of the above-mentioned pipeline and facilities and to remove soils, trees, shrubbery, undergrowth and/or other obstructions interfering with the repair and maintenance of said pipeline and protection against crop loss and notice provision.

The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor shall not build or construct over or across said easement and Right-of-Way, any building or other improvement, nor change the contour thereof without the written consent of the Grantee.

The temporary easement shall remain in force a maximum of two years from the date construction begins. Upon termination of said two-year guarantee period, the temporary easement shall be dissolved and all previous rights of the Grantor shall be restored with respect to the temporary easement.

The Grantor hereby covenants with the District that Grantor is lawfully seized and possessed of the real estate above described; that Grantor has a good and lawful right to convey it, or any part thereof; that D & R shall indemnify and hold harmless District from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property; that it is free from all encumbrances and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As part of the consideration for this grant, the Grantor hereby releases any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

The property over which said easement passes and the location thereof are depicted in Exhibit "D", attached hereto and by reference made a part hereof as though set forth fully herein.

In Witness Whereof, the Grantor has executed the easements and temporary easement this 13 day of March, 2018.

GRANTOR

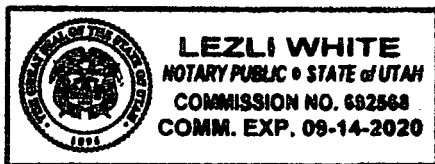
D & R

D & R

STATE OF UTAH

COUNTY OF DAVIS

On the 13<sup>th</sup> day of March, 2018, personally appeared before me D & R Ventures LC, the signer of the foregoing instrument who duly acknowledged to me that he is the property owner of said property.



Lezli White  
NOTARY PUBLIC