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Deputy Book 522 Page 424

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EASEMENT 88-13-34-12W

AGREEMENT made this 4<sup>th</sup> day of May, 1973, between

Marcus Olson and Patricia D. Olson of Farmington, Utah,  
parties of the first part, hereinafter referred to as "Grantor",  
and Farmington City, a municipal corporation, of the State of Utah,  
party of the second part, hereinafter referred to as "Grantee",

WITNESSETH

WHEREAS, grantor is the owner in fee simple of a tract of land located in Farmington City, Davis County, State of Utah; and

WHEREAS, grantee requires a permanent easement and right of way for construction, operation and maintenance of a sanitary sewer line across said tract of land owned by grantor; and

WHEREAS, grantor desires to have his home, which is located on said tract of land, connected to the sewer, and to have his driveway elevated to approximately six inches above surrounding land;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained,

1. Grantor hereby grants unto the grantee, its successors and assigns, a permanent easement and right of way for the purpose of construction, operation, repair, replacement and maintenance of a sanitary sewer line and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon grantor's premises for such purposes in, on, over, under, through and along said portion of the land of grantor or so much thereof as is traversed by the following easement which is more particularly described as follows:

A strip of land 15 feet wide lying 10 feet on the left side and 5 feet on the right side adjacent and parallel to the following described center line: Beginning at a point on the grantor's south property line 717.65 feet west and 1454.64 feet north from the southeast corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian, said point being on the North line of Burke Lane, and running thence north 287 feet to a point 10 feet south of Grantor's north property line, thence east 112.10 feet, more or less, to the west line of Utah Highway 106.

2. Grantor also hereby grants unto grantee, its successors and assigns, a temporary construction easement described as follows:

A strip of land 35 feet wide lying 10 feet on the left side and 25 feet on the right side adjacent and parallel to the above described line.

3. Grantee releases and disclaims any right to collect from grantor the \$150 sewer connection fee regularly charged for such connection.

Abstracted  
   Indexed  
   Entered  
  
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   Margin  
   Compared

4. Grantee promises to excavate, install and backfill the sewer connection line from grantor's house to the sewer main.

5. Grantee promises to level grantor's driveway with fill and cover with gravel to grade approximately six inches above surrounding land.

6. Grantee promises to replace all trees, shrubs and top soil removed in the process above described.

7. The permanent easement herein granted shall at all times be deemed to be and shall be a continuing covenant appurtenant to and running with the land and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

*Marcus C. Olson*  
*Patricia D. Olson*  
Parties of the First Part

ATTEST:

FARMINGTON CITY

By

*G. E. Ferguson*

Mayor  
Party of the Second Part

STATE OF UTAH )  
: ss.  
County of Davis )

On the 2<sup>d</sup> day of August, 1975, personally appeared before me Marcus Olson and Patricia D. Olson, the signers of the above instrument who duly acknowledged to me that they executed the same.

*J. F. Kennedy*  
Notary Public

My commission expires:

March 7, 1975

Residing at:

Farmington, Utah

