

934

Recorded at request of Farmington City For Paid \$74.00
 Date SEP 25 1973 4 40 P.M. MARGUERITE S. FOURNE Recorder Davis County
 BY Deane W. Shelden Deputy Book 525 Page 234

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EASEMENT

88-13-37-120

AGREEMENT made this 19th day of May, 1973, between

Marcus A. Olson and Patricia D. Olson, his wife 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 appurten-
 ances 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.

☐ Indexed
☐ Abstracted
☐ Filed
☐ On March
☐ Compared
☒ Entered

935

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 A. Olson
Patricia D. Olson
Parties of the First Part

FARMINGTON CITY

ATTEST:

By Glenn E. Ferguson
Mayor
Party of the Second Part

Don H. Morgan
City Recorder

STATE OF UTAH)
: ss.
County of Davis)

On the 19th day of May, 1973, personally appeared
his wife,
before me Marcus A. Olson and Patricia D. Olson, the signers of
the above instrument who duly acknowledged to me that they executed
the same.

Mrs. E. Olson
Notary Public

My commission expires:

October 24, 1976

Residing at:

Farmington, Utah

Acknowledgement Only