

**402022**

Form 16-BC **141**

DONALD L. MICKELSON and LUCILLE E. MICKELSON, his wife, Grantors of Farmington, Davis County, Utah, hereby grant and convey to FARMINGTON CITY, a body corporate and politic, grantee, with its principal place of business at Farmington, Utah, a perpetual right-of-way and easement for the purpose of digging a trench to lay, construct, maintain, operate, repair, remove or replace a pipeline therein for the transportation of sewage over and across Grantors' land and premises, situate in Farmington, Davis County, Utah, and particularly described as follows, to wit:

Beginning on the North line of a County road, 79.2 feet East and S 71°25' E 363 feet and S 22° W 262.02 feet from the Southwest corner of Lot 7, Block 16, Big Creek Plat, Farmington Townsite Survey, and running thence N 22° E 20 feet thence N 88° 53' 20" E 187.15 feet; thence S 83° 30' W 195.87 feet to the point of beginning. Containing 0.04 acres.

To have and to hold the same unto Farmington City, with the right of ingress and egress to and from along said right-of-way and easement, to maintain, operate, repair, and remove or replace the said sewer pipeline.

As a part of the consideration for the granting of said easement, Grantee agrees as follows:

1. To install a new chainlink fence along the frontage of Grantors' property for the entire length of the easement, said fence to be of equal quality and height with the existing chainlink fence; and also to either replace with a new fence or restore in good condition the fence on the southwesterly portion of Grantors' property where the sewerline intersects it.
2. To allow Grantors' to connect onto the newly installed sewer line without payment of sewer connection fee.
3. To remove all rocks and debris along the course of the sewer line and to replace the topsoil.
4. To replace the asphalt and to otherwise restore the driveway into Grantors' property to its original condition or better.

Hess, Palmer, Van Wagenen & Page  
 ATTORNEYS AND COUNSELORS AT LAW  
 40 SOUTH 125 EAST  
 CLEARFIELD, UTAH 84015  
 PHONE 825-2225

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5. To restore, if disturbed by the installation of the sewer line, the existing drainage channel running westerly along the front of Grantors' property, so that it carries drainage and storm water into Farmington Creek and the water does not inundate Grantors' land.

6. To reimburse Grantors for any damages to their property caused by removal of trees or crops or otherwise and also reimburse Grantors for any damages to their premises in any future repair or maintenance work or replacement of the sewer line.

Witness the hands of the Grantors this 12<sup>th</sup> day of September, A.D., 1974.

Donald L. Mickelson  
DONALD L. MICKELSON

Lucille E. Mickelson  
LUCILLE E. MICKELSON

HESS, PALMER, VAN WAGENEN & PAGE  
ATTORNEYS AND COUNSELORS AT LAW  
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STATE OF UTAH        )  
                          ) ss.  
COUNTY OF DAVIS    )

On this 12<sup>th</sup> day of September, A.D., 1974, personally appeared before me Donald L. Mickelson and Lucille E. Mickelson, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Notary Public  
Farmington, Utah

My Commission Expires: October 24, 1976

