WHEN RECORDED MAIL TO:

Central Davis County Sewer District Attn: General Manager 2627 West Shepard Lane Kaysville, UT 84037 SE 15 _ 3N - IW

RETURNED MAY 2 3 2001

pt 05-067-0003

E 1663038 B 2813 P 318
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 MAY 23 10:27 AM FEE 00 DEP JB
REC'D FOR CENTRAL DAVIS COUNTY SEWER DIS

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors hereby grant, convey, sell, and set over unto Central Davis County Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pump station, pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the Facilities, said right-of-way and easement, being situate in Davis County, State of Utah, over and through a parcel of the Grantors' land, more particularly described as follows:

Beginning at a point which is North 1318.66 feet, and West 705.64 feet, more or less from the southeast corner of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian; said point of beginning also being on the North Line of the Hess Property, and North 89° 56' 45" East 20.00 feet, more or less, from the Southeast corner of the property owned by the Church of Jesus Christ of Latter Day Saints, and shared as a common corner with the Southwest Corner of the McKittrick Property; and running thence South 89° 56' 45" West, along the North Line of the Hess property, 720.00 feet, thence South 00° 03' 15" East 30.00 feet, thence North 89° 56' 45" East 30.00 feet, thence North 00° 03' 15" West 10.00 feet, thence North 89° 56' 45" East 690.00 feet, thence North 00° 03' 15" West 20.00 feet, to the point of beginning. Contains 0.337 Acres more or less.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement except roadways and fences over or across this right-of-way and easement nor

change the contour thereof without the written consent of Grantce. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this day of _________, 2001.

CLYDE LAMAR HESS, AS TRUSTEE OF THE CLYDE LAMAR HESS TRUST

STATE OF UTAH

:ss.

COUNTY OF DAVIS

On the <u>13</u> day of <u>MAD</u>, 2001, personally appeared before me Clyde Lamar Hess, who being duly sworn, did say that he is the Trustee of the CLYDE LAMAR HESS TRUST, who duly acknowledged to me that he executed the same on behalf of said Trust.



NOTARY PUBLIC PEGGY GORHAM 2627 W SHEPARD LANE KAYSVILLE UT 84037 MY COMMISSION EXPIRES AUGUST 7TH 2004 STATE OF UTAH

My Commission Expires:

Residing at:

