

09-467-0001-0002

EASEMENT

Durling, Inc., Grantor(s), hereby convey and warrant to North Davis County Sewer District, their successors in interest and assigns, Grantees for the amount included in the Appraisal Report, a permanent easement and right-of-way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of an underground sewer and associated facilities related thereto, on, over, under and across real property located in Davis County, Utah and described as follows:

A 5-foot wide additional permanent easement lying Westerly parallel and adjacent of the following described outside line of an existing easement: Beginning at a point located 720.46 feet South and 469.52 feet West and 10.11 feet N 73°50'36" W of the Northeast Corner of the Northeast 1/4 of Section 16, Township 5, North, Range 2, West of the Salt Lake Base and Meridian, and running thence N 24°42' E 315.38 feet, thence N 0°18'07" E 7.02 feet, thence S 89°41'56" E 3.19 feet, thence N 24°42' E 326.84 feet, thence N 0°18'07" E 12.11 feet, thence S 24°42' W 661.04 feet, thence S 66°10'16" E 5.00 feet.

also, a 30-foot wide temporary construction easement lying Westerly parallel and adjacent to the additional permanent easement including an area beginning at a point located 207.17 feet East and 31.73 feet South of the Northeast 1/4 Corner of Section 16, Township 5, North, Range 2, West of the Salt Lake Base and Meridian, thence S 0°18'08" W 83.42 feet, thence N 65°18' W 30.00 feet, thence N 24°42' E 31.63 feet, thence N 5°40'13" E 42.41 feet, thence S 89°38'53" E 10.29 feet, which will vacate upon completion of initial construction.

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of this easement by Grantees, its agents or assigns, Grantees hereby agree that they will restore the above-described premises to a reasonable condition existing prior to said entry.

The Grantor(s) reserve the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor(s) shall not build or construct over or across said permanent right-of-way, any building or other improvement, nor change the contour thereof without the written consent of the Grantees.

The temporary easement shall remain in force a maximum of one year beyond the Contract Time as specified within the Contract Documents as agreed to by the Contractor selected to construct said pipeline. Upon termination of said one year guarantee period, the temporary easement shall be dissolved and all previous rights of the Grantor(s) shall be restored.

In Witness Whereof, the Grantor(s) have executed this right-of-way and easement this 24th day of April, 2000.

County Serial No.	Acreage	Easement
09-072-0048	0.075 acre	5-foot permanent
	0.485 acre	30-foot temporary construction

GRANTOR(S)  
By: [Signature]  
By: President Durling, Inc.

STATE OF UTAH )  
COUNTY OF Salt Lake )

E# 1702006 BK2068 PG2849  
DOUG CROFTS, WEBER COUNTY RECORDER  
25-APR-00 156 PM FEE \$ .00 DEP JPM  
REC FOR: NORTH.DAVIS.COUNTY.SEWER.DIST

On the 24th day of April, 2000, personally appeared before me,

Christopher L. Durling - President of Durling, Inc.

the signers of the above instrument who duly acknowledged to me they executed the same.

[Signature]  
Notary Public

