

E 2840325 B 6169 P 1095-1096
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/22/2014 03:07 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR CENTRAL DAVIS SEW
ER DISTRICT

WHEN RECORDED MAIL TO:

Central Davis Sewer District
Attn: General Manager
2200 South Sunset Dr.
Kaysville, UT 84037

RETURNED
DEC 22, 2014

08-486-0103

28.0 SANITARY SEWER 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 Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a non-exclusive perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer and water pipelines, valves, valve boxes and other sewer/water transmission and distribution structures and facilities, hereinafter called the Facilities, said right-of-way and easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantors land lying within a strip Twenty-eight (28) feet wide, more particularly described as follows:

A part of Parcel B, of Park Lane Commons, in Farmington City Davis County Utah;
Beginning at a point on the East right of way line of Station Parkway (Entry No. 2485536), said point being 459.62 feet North 00°00'21" West along the Section line and 170.39 feet South 89°59'39" West from the Southeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, and running thence North 41°46'17" East 134.62 feet, thence North 78°30'38" East 244.55 feet, thence South 11°29'22" East 28.00 feet, thence South 78°30'38" West 235.25 feet, thence South 41°46'17" West 125.32 feet to said East right of way line of said Station Parkway, thence North 48°13'43" West 28.00 feet along said East right of way line to the Point of Beginning.

Containing 10,356 Square Feet, 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 their 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 water or 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

