

Recorded in volume of 153380 Date 12 13 1956 at 2:11 P.M. EMILY I. FLOREDGE Recorder Davis County  
By James R. Lykes Deputy Book 77 Page 19

**153380**

**DEED OF EASEMENT.**

21-47-24

Abstracted  
 Indexed  
 Entered  
 Platted  
 On Margin  
 Compared

WHEREAS, North Davis County Sewer District, being a body corporate and politic of the State of Utah, by and through its Board of Trustees, desires to obtain an easement including all necessary ingress and egress to lay, construct, reconstruct, operate and maintain an underground sewer pipeline and appurtenant structures, on, over, and through certain lands in Davis County, Utah, as follows:

Center line through Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, United States Survey, which said lands are more particularly hereinafter described;

AND WHEREAS, the grantors are the owners of certain lands in said Section 21 traversed by said easement, and are willing to grant and convey an easement across the same to said North Davis County Sewer District for the considerations hereinafter set forth.

NOW, THEREFORE, in consideration of the payment of the sum of one-----Dollars (\$ 1.00), to the grantors paid by the Grantee, receipt whereof is hereby acknowledged, and in consideration of the covenants hereinafter contained to be performed by said Grantee, the undersigned FRANK EDWARD GEISLER and ZESTA T. GEISLER, husband and wife, Grantors, of Weber County, Utah, do hereby grant, convey, and transfer unto the said NORTH DAVIS COUNTY SEWER DISTRICT, its successors and assigns, the temporary and perpetual easements hereinafter described, on, over, across, and through those portions of the Grantor's lands lying in Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, traversed thereby; including all necessary ingress and egress:

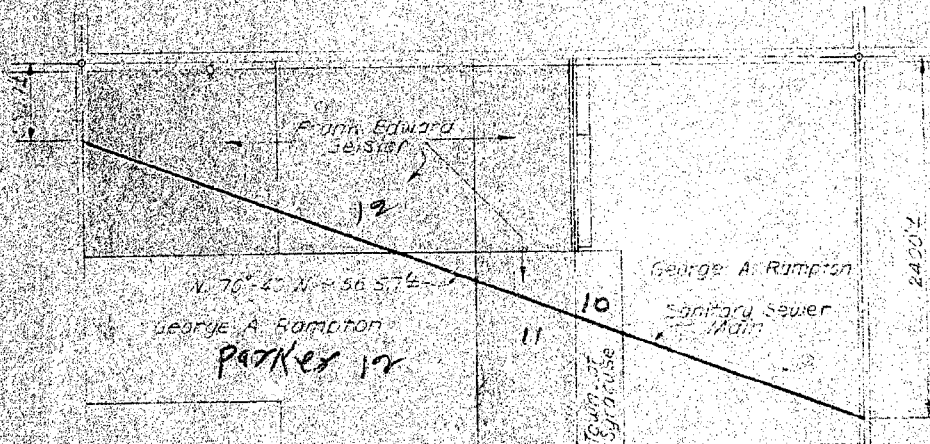
Temporary easement during the construction of the pipeline and appurtenant structures above referred to for construction purposes on, over, and across a strip of land 40 feet wide, lying 20 feet on each side of and parallel and adjacent to the center line as shown on the plat attached hereto and made a part hereof.

Perpetual easement to construct, reconstruct, operate, repair, replace, and maintain the said pipeline and appurtenant structures above referred to on, over, across, and through a strip of land 20 feet wide, lying 10 feet on each side, adjacent and parallel to the center line as shown on said plat attached hereto and which is hereby made a part hereof.

A



Scale 1" = 1000'



SECTION 21, T. 4 N., R. 2 W., SLB 8 M

The said Grantee hereby covenants and agrees with the said Grantors as follows:

(a) That it will do all works and things hereby authorized to be done in a workmanlike manner and so as to cause no unnecessary damage or disturbance to said premises.

(b) That it will keep Grantors harmless from any and all claims, demands, or damages arising out of the exercise by Grantee of the rights and privileges hereby granted.

(c) That it will promptly and properly re-fill all excavations made by it, or made under its direction, and will keep said excavations filled to their former level, including re-fill of any settling which may occur, and replace any fences removed by grantee.

(d) That it will pay to Grantors any and all damages to crops on said property occasioned by the exercise by Grantee of any of the privileges hereby granted.

(e) That Grantee will keep all pipes and appurtenances on said premises in good state of repair.

(f) That the Grantors, their heirs, administrators, successors, and assigns shall have the right to fully enjoy and use the said premises burdened by said easements, subject to the rights herein granted to Grantees, but the said Grantors shall not erect any permanent buildings or structures (ther than fences) upon the lands comprising the perpetual easement without Grantee's consent in writing.

IN WITNESS WHEREOF; the parties have hereunto set their hands this 25 day of ~~September~~ <sup>December</sup>, 1955.

Frank Edward [Signature]

[Signature]  
Grantors

NORTH DAVIS COUNTY SEWER DISTRICT  
Grantee

By: [Signature]

Attest: [Signature]

State of Utah

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County of Weber

On this 28 day of September, 1955, personally appeared before me Frank Edward Geisler and Zesta T. Geisler, signors of the foregoing instrument, and duly acknowledged to me that they executed the same.



William H. King  
Notary Public residing at

Haystack, Utah.

State of Utah

County of Davis

On this 27 day of ~~September~~ <sup>December</sup>, 1955, personally appeared before me Ray J. Dawson who being by me duly sworn, did say that he is the President of the Board of Trustees of NORTH DAVIS COUNTY SEWER DISTRICT, a public corporation, and that the foregoing instrument was signed in behalf of said public corporation by authority of a resolution of its Board of Trustees, and the said Ray J. Dawson duly acknowledged to me that said corporation executed the same.



William H. King  
Notary Public residing at

Haystack, Utah.

EXHIBIT "A"

June 17, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Description of line through Section 21, T. 4 N., R. 2 W., S. 1 E. & M.

Beginning at a point on the East line of said Section 21, said point being 2400.0 feet South, more or less from the Northeast corner of said Section 21, and running thence S. 79°-40'W 5615.7 feet, more or less, to a point on the West line of said Section 21, said point being 550.7 feet South, more or less, from the Northwest corner of said Section 21.

Tract 11, Frank Edward Geisler, 1.36 Acres.