

142438

EASEMENT

THE UNDERSIGNED
Owner, Grantor(s), hereby convey(s) and warrant(s) to North Davis Sewer District, its successors in interest and assigns, Grantee for the sum of One Dollar and other good and valuable consideration, 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 Permanent Easement described as follows:

See description attached Exhibit A and,

A Temporary Easement described as follows:

See description attached Exhibit A.

<u>County Serial No.</u>	<u>Square Footage</u>	<u>Easement</u>
12-110-0148	1,312 1,456	Permanent
12-110-0148	6,333 6,510	Temporary Easement

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.

The Grantor(s) reserve(s) 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 Grantee.

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 with respect to the temporary easement.

The Grantor(s) hereby covenant(s) with the North Davis Sewer District that Grantor(s) is/are lawfully seized and possessed of the real estate above described; that Grantor(s) has/have a good and lawful right to convey it, or any part thereof; that it is free from all encumbrances and that Grantor(s) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As part of the consideration for this grant, the Grantor(s) hereby release(s) any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

The property over which said easement passes and the location thereof are depicted in Exhibit "A", attached hereto and by reference made a part hereof as though set forth fully herein.

In Witness Whereof, the Grantor(s) have executed this Right-of-Way and easement this 9th day of February, ~~2010~~ 2011

GRANTOR(S)

~~By: _____
By: _____~~

~~STATE OF UTAH)~~

~~)ss.~~

~~COUNTY OF DAVIS)~~

~~On the _____ day of _____, 2010, personally appeared before me, _____ the signer(s) of the above instrument who duly acknowledged to me he/she/they executed the same.~~

~~_____

Notary Public~~

SEE SIGNATURE PAGE ATTACHED

EASEMENT SIGNATURE PAGE

The Motta Family Trust, dated the 26th day of April, 1990

Ambrose D. Motta
Ambrose D. Motta, Trustee

Georgia A. Motta
Georgia A. Motta, Trustee

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 8th day of February, 2011, personally appeared before me Ambrose D. Motta and Georgia A. Motta, Trustees of The Motta Family Trust, dated the 26th day of April, 1990, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.



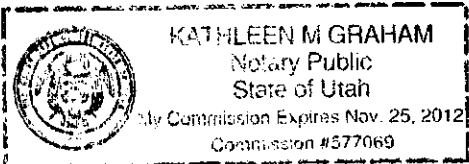
[Signature]
Notary Public
Residing at:
My commission expires:

The Marital Trust portion of the Motta Family Trust, dated the 19th day of January, 1990

Dominick R. Motta
Dominick R. Motta, Trustee

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 9th day of February, 2011, personally appeared before me Dominick R. Motta, Trustee of the Marital Trust portion of the Motta Family Trust, dated the 19th day of January, 1990, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.



[Signature]
Notary Public
Residing at: Layton, ut
My commission expires: Nov. 25, 2012

EASEMENT SIGNATURE PAGE

The Family Trust portion of the Motta Family Trust, dated the 19th day of January, 1990

Julie Ann Motta Knighton
Julie Ann Motta Knighton, Trustee

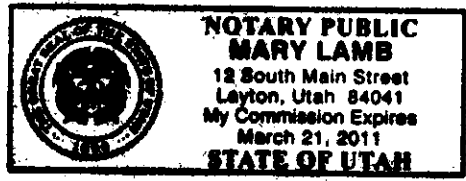
Laurie Beth Motta Eccleston
Laurie Beth Motta Eccleston, Trustee

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 9 day of February, 2011, personally appeared before me Julie Ann Motta Knighton and Laurie Beth Motta Eccleston, Trustees of The Family Trust portion of the Motta Family Trust, dated the 19th day of January, 1990, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.

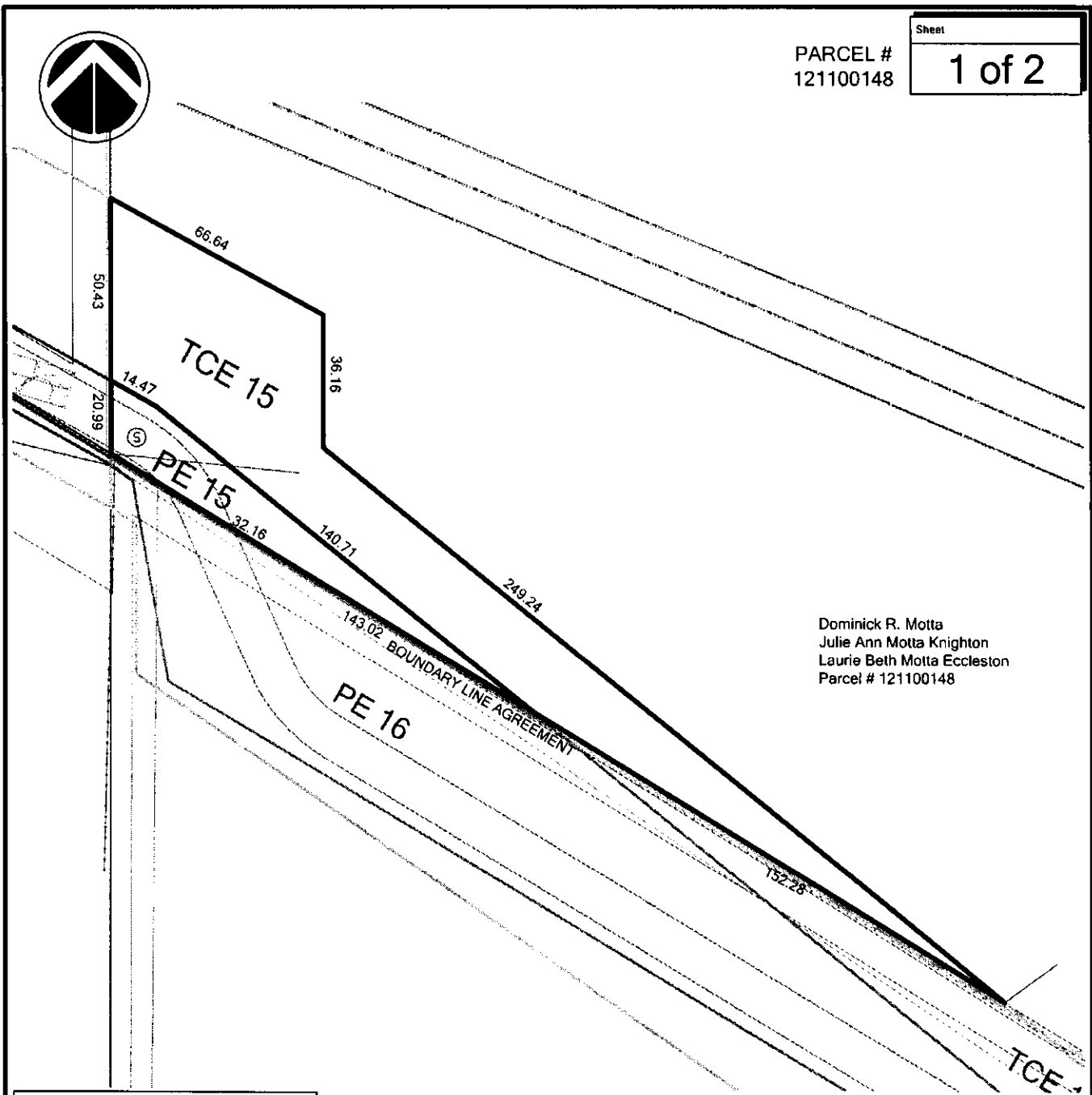
Mary Lamb
Notary Public

Residing at: Layton, UT
My commission expires: 3-21-11



PARCEL #
121100148

Sheet
1 of 2



Dominick R. Motta
Julie Ann Motta Knighton
Laurie Beth Motta Eccleston
Parcel # 121100148

CLIENT
MWH
10619 S. Jordan Gateway Suite 100
Salt Lake City, Utah
PHONE: 801-617-3200

DATE OF ORIGINAL DRAWING 8-13-2009		
NO	REVISION	DATE BY
2		
1	change easement location based on B.L.A.	2/1/2011 RDF

FLINT

LAND SURVEYING & CONSULTING INC.
P.O. BOX 95029
SOUTH JORDAN UT 84095
PHONE: (801) 448-1820
FAX: (801) 263-1488

DWNG BY
ZFB
CHKD BY
RDF
PROJ. #
090407

PROJECT
South Outfall Sewer Pipe Easement
Davis County, Utah

SHEET TITLE
Parcel #121100148 Dominick Motta



PARCEL #
121100148

Sheet
2 of 2

LEGAL DESCRIPTION OF: TCE 15

An Appurtenant & Temporary Construction Easement, Located in the Northeast Quarter of the Southwest Quarter of Section 25, Township 4 North, Range 2 West, Salt Lake Base and meridian, Davis County, State of Utah and Being more particularly described as follows:

Commencing at a point which is 471.927 feet, S 00°11'56" W along the section line and 1325.899 feet East from the West Quarter Corner of Said section and running thence, N 00° 00' 17" W for a distance of 50.43 feet; thence, S 60° 50' 29" E for a distance of 66.64 feet; thence, S 00° 00' 13" E for a distance of 36.16 feet; thence, S 51° 00' 27" E for a distance of 249.24 feet; thence, N 58° 33' 27" W for a distance of 152.28 feet; thence N 51° 00' 04" W a distance of 140.71 feet; thence, N 60° 51' 43" W for a distance of 14.47 feet to the POINT OF BEGINNING; Containing 6,510 sqft more or less.

LEGAL DESCRIPTION OF: PE 15

An Appurtenant & Permanent Utility Easement, Located in the Northeast Quarter of the Southwest Quarter of Section 25, Township 4 North, Range 2 West, Salt Lake Base and meridian, Davis County, State of Utah and Being more particularly described as follows:

Commencing at a point which is 471.927 feet, S 00°11'56" W along the section line and 1325.899 feet East from the West Quarter Corner of Said section and running thence, S 60° 51' 43" E for a distance of 14.47 feet; thence, S 51° 00' 04" E for a distance of 140.71 feet; thence N 58° 33' 27" W a distance of 143.02 feet; thence, N 00° 04' 13" E for a distance of 20.99 feet to the POINT OF BEGINNING; Containing 1,456 sqft more or less.

CLIENT
MWH
10619 S. Jordan Gateway Suite 100
Salt Lake City, Utah
PHONE: 801-617-3200

DATE OF ORIGINAL DRAWING: 8-13-2009			
2			
1	change easement location based on B.L.A.	2/1/2011	RDF
NO	REVISION	DATE	BY

DWNG BY
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CHKD BY
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PROJ. #
090407

PROJECT
South Outfall Sewer Pipe Easement
Davis County, Utah
SHEET TITLE
Parcel #121100148 Dominick Motta

FLINT

LAND SURVEYING & CONSULTING INC.

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SOUTH JORDAN, UT 84096
PHONE: (801) 448-1820
FAX: (801) 263-1466