

SW 22-47-12W

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Date APR 4 1969 at 10:45 AM MARGUERITE S. BOURNE Recorder Davis County
BY [Signature] Deputy Book 411 Page 516

329982

SEWER LINE EASEMENT AGREEMENT

This agreement, made and entered into this 31st day of March, 1969, by and between Franklin W. Knowlton and Joy P. Knowlton, husband and wife, party of the first part, which expression shall include their executors, administrators, agents, or assigns where the context so requires or admits, and Marr O. Fawcett and Mildred C. Fawcett, husband and wife, party of the second part, which expression includes their heirs, executors, administrators, agents, or assigns where the context so requires or admits, witnesseth:

Whereas, the party of the first part owns and has title to that real estate and real property located in County of Davis, State of Utah, described as follows:

Beginning North 71°54'40" East 1781 feet from the Southwest corner of Section 22, Township 4 North, Range 1 West, Salt Lake Meridian; thence South 45°55' East 102 feet; thence North 79°37' East 326.79 feet; thence North 21°25' West 151.36 feet more or less to Southerly line of county road; thence along arc of 2831.79 feet radius curve to left Westerly 57 feet, more or less, to point of tangency of said curve; thence South 68°58' West 145.9 feet; thence South 68°44' West 94.74 feet, more or less, to the point of beginning.

And whereas, the party of the second part desires the right to connect with the sewer which runs along Fairfield Street, Layton, Utah, and in order to do so desires a five (5) foot sewer line easement along the southernmost property line of party of the first part.

Now, therefore, it is hereby agreed as follows:

The party of the first part does hereby grant, assign, and set over to the party of the second part a five (5) foot sewer line easement along the southernmost property line above described for the consideration of One (\$1.00) Dollar and other good and valuable consideration.

The party of the first part shall fully use and enjoy its aforesaid premises, except as to the rights herein granted; and the party of the second part hereby agrees to hold and save the said party of the first part harmless from any and all damage arising from their use of the easement herein granted and agree to pay any damage or damages which may arise to the property, premises, or rights of the party of the first part through second party's use, occupation, and possession of the rights herein granted.

- Abstracted
- Indexed
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- Recorded

P 516/215

To have and to hold the said easement unto the party of the second part, their successors, or assigns for as long as said sewer line shall continue to be used by the party of the second part or their successors or assigns. If said sewer line is not used for a period of two years it shall be satisfactory evidence that party of the second part, their successors or assigns have abandoned said easement.

In witness whereof the above named parties have signed and sealed this agreement this 31st day of March, 1969.

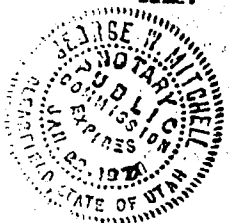
Franklin W. Knowlton
Franklin W. Knowlton, First Party

Joy P. Knowlton
Joy P. Knowlton, First Party

Marr O. Fawcett
Marr O. Fawcett, Second Party

Mildred C. Fawcett
Mildred C. Fawcett, Second Party

On the 31st day of MARCH, 1969, personally appeared before me Franklin W. Knowlton and Joy P. Knowlton, husband and wife, and Marr O. Fawcett and Mildred C. Fawcett, husband and wife, the signers of the within agreement, who duly acknowledged to me that they executed the same.



George W. Mitchell
Notary Public

My commission expires: Jan. 22, 1972

Residing in: Clearfield, Utah