

153314 DEED OF EASEMENT 30-5N-2W

Platted Abstracted Indexed
Contracted

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

Center line through Section 30, T. 5 N., R. 2 W., S L B & M

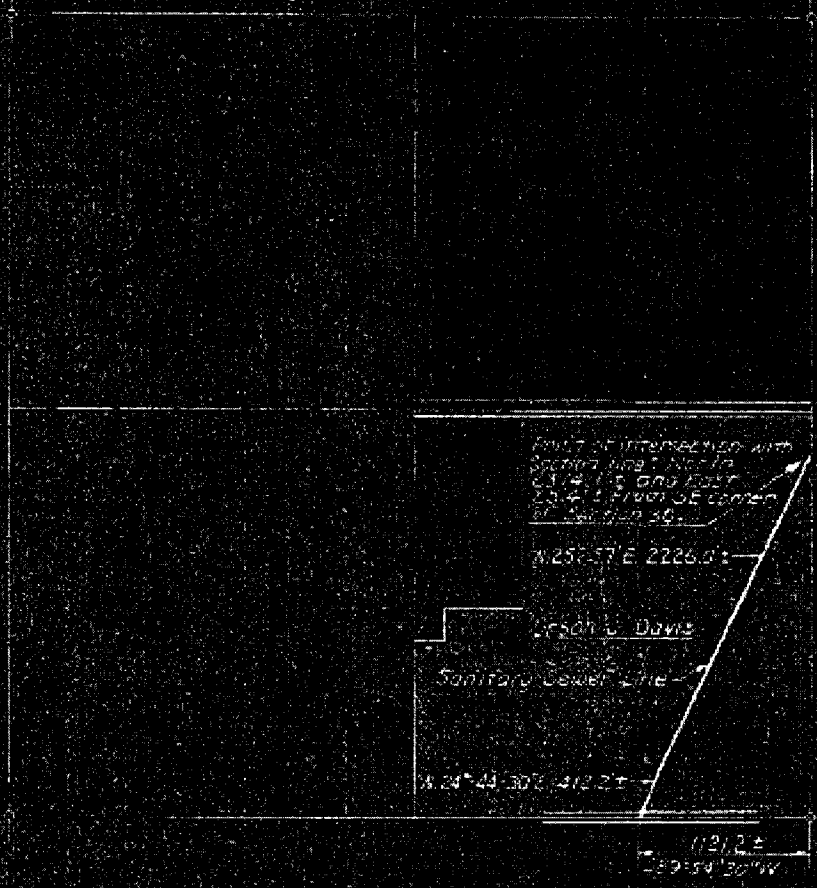
which easement is more particularly hereinafter described, and

WHEREAS, grantor are/is the owner of certain lands in said Section 30 traversed by the said easement, and are willing to grant and convey the same to said North Davis County Sewer District for the considerations hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of \$ 1,000 to the grantor paid by the grantee, receipt of which is hereby acknowledged, Orson J. Davis & Hazel Davis husband and wife, grantor, of Davis County, Utah, hereby grant and convey to North Davis County Sewer District, its successors and assigns, the temporary and perpetual easements hereinafter described, on, over, across and through those portions of grantor lands, lying in Section 30, Township 5 North, Range 2 West, Salt Lake 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 of this easement, which said center line is particularly described ~~as follows~~ in exhibit "A" attached hereto and by this reference made a part of this Deed of Easement.

N



SECTION 30, T5N, R2W, SLB & M

2
Perpetual easement to construct, reconstruct, operate, repair, replace and maintain the 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 above platted and described center line.

As a part of the consideration for this grant, the Parties of the First Part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

Grantor shall, subject to Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but grantor, their/his successors or assigns, shall not erect any permanent buildings or structures upon the lands comprising the perpetual easement without grantee's consent in writing.

WITNESS the hand of the grantor this 7th day of December ~~September~~, 1955.

Orson J. Davis
Hazel Davis

STATE OF UTAH)
COUNTY OF) SS.

On the 7 day of December ~~September~~, 1955, personally appeared before me Orson J. Davis & Hazel Davis, husband and wife, the signer of the within instrument, who duly acknowledged to me that he executed the same.

William H. [Signature]
Notary Public
Residing at Haystack, Utah

My commission expires:
July 12, 1958

EXHIBIT "A"

3

GREEN DAVIS COUNTY SEWER DISTRICT

August 3, 1955

Description of line through Section 30, T. 5 N., R. 2 W., S 1 B & M

Beginning at a point on the South line of said Section 30, said point being $S. 69^{\circ} 54' - 30'' W.$ 1151.2 feet, more or less, from the Southeast Corner of said Section 30, and running thence $N. 24^{\circ} 44' - 30'' E.$ 412.2 feet, more or less; thence $N. 85^{\circ} 57'' E.$ 2236.0 feet, more or less, to a point on the East line of said Section 30 said point being North 2374.1 feet and East 25.4 feet, more or less, from said Southeast Corner of Section 30.

Tract 27, Green J. Davis, containing 1.21 acres.

