

EASEMENT

DEF-eCASH REC'D FOR EXECUTIVE TITLE INS AGE

Black Agriland, Grantor(s), hereby convey(s) and warrant(s) to North Davis Sewer District, its successors 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 twenty (20) foot wide permanent easement described as follows:

Permanent Easement

A 20 foot wide strip of land for a sewer easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or termination at Grantor's property lines, said strip of land is located in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and being more particularly described as follows.

Beginning on Grantor's South line and the center of a North Davis Sewer District pipeline at a point N89°39'35"W 10.0 feet along the quarter section line from a Davis County monument at the center of said Section 21; thence along said North Davis Sewer District Pipeline the following five courses; 1. N0°11'20"E 20.00 feet; 2. N89°39'35"W 2595.97 feet; 3. N0°11'34"E 629.64 feet; 4. N89°39'58"W 44.15 feet; 5. N0°15'45"W 10.00 feet to the Grantor's North property line. Contains 1.5123 acres, more or less.

Temporary Construction Easements:

Temporary Construction Easements #1 and #2 are parcels of land located in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and being particularly described as follows.

Temporary Construction Easement: #1 (40 Foot Wide):

Beginning on Grantor's East property line at a point N0°11'25"E 30.00 feet along a Quarter Section Line from a Davis County Monument at the center of said Section 21; thence N89°39'35"W 2595.97 feet; thence N0°11'34"E 629.64 feet to Grantor's North property line; thence S89°42'05"E 40.00 feet along the Grantor's North property line; thence S0°11'34"W 589.67 feet; thence S89°39'35"E 2555.97 feet to Grantor's East property line; thence S0°11'24"W 40.00 feet to the point of beginning. Contains 2.9253 acres, more or less.

Temporary Construction Easement #2 (10 Foot Wide):

Beginning on Grantor's South Property line at a point N89°39'35"W 20.00 feet along the Quarter Section Line from a Davis County monument at the center of said Section 21; thence N89°39'35"W 2605.97 feet along said Quarter Section line; thence N0°11'34"E 629.61 feet; thence N89°48'27"W 28.00 feet to the Grantor's West Property Line, said line also being the West line of said Section 21; thence N0°11'33"E 10.00 feet along said West Line; thence S89°48'23"E 38.00 feet; thence S0°11'34"W 629.64 feet; thence S89°39'35"E 2595.97 feet; thence S0°11'19"W 10.00 feet to the point of beginning.. Contains 0.7492 acres, more or less.

<u>County Serial No.</u>	<u>Acreage</u>	<u>Easement</u>
12-103-0021	1.512	20 foot permanent
	2.925	40 foot- temporary construction
	0.749	10 foot- temporary construction

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.

... AND THE GRANTOR(S) ONLY. EXECUTIVE TITLE INSURANCE AGENCY, INC. MAKES NO REPRESENTATION AS TO CONDITION OF TITLE, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR LIABILITY, SURETYSHIP OR DEFECTS OF RECORD.

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 16th day of JAN, 2007

GRANTOR(S)

By: [Signature]
By: [Signature]

STATE OF UTAH)
COUNTY OF DAVIS)

:SS

On the 16th day of JANUARY, 2004, personally appeared before me,

CHARLIE BLACK AND GARY BLACK

the signer(s) of the above instrument who duly acknowledged to me he/she/they executed the same.

[Signature]

Notary Public
RUTH CORINA LAKE
600 E. 300 W, Suite 314
Salt Lake City, UT 84101
My Commission Expires
June 5, 2010
State of Utah

Notary Public