

North Davis Sewer District
4252 W, 2200 S,
Syracuse, UT 84075

BST# 169810

2764801
BK 5847 PG 139

E 2764801 B 5847 P 139-143
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/6/2013 11:00:00 AM
FEE \$19.00 Pgs: 5
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR T

EASEMENT

Justin C. Bennett and Sandra L. Bennett
~~Justin and Sandra Bennett~~, 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>
Pt. 11-088-0052 and 11-088-0045	2,004	Permanent
Pt. 11-088-0052 and 11-088-0045	6,007	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 6th, day of September, 2013.

GRANTOR(S)

By: _____

By: _____

STATE OF UTAH)

)ss.


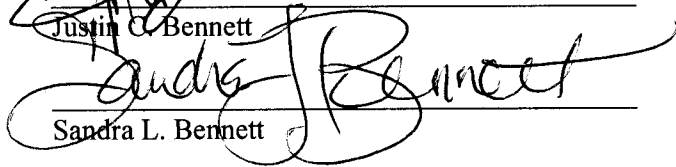
COUNTY OF DAVIS)

On the ____ day of _____, 2013, personally appeared before me, _____ the signer(s) of the above instrument who duly acknowledged to me he/she/they executed the same.

Notary Public

EASEMENT SIGNATURE PAGE ATTACHED

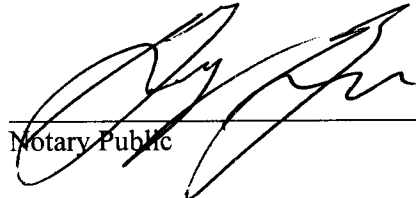
EASEMENT SIGNATURE PAGE


Justin C. Bennett

Sandra L. Bennett

State of Utah }
 } ss.
County of Davis }

On the 6th day of September, 2013, personally appeared before me, Justin C. Bennett and Sandra L. Bennett, the signer(s) of the above instrument, who duly acknowledged to me that such person(s), executed the same.

Witness my hand and official seal.


Notary Public

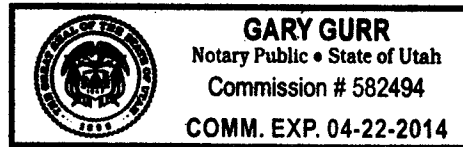


Exhibit A

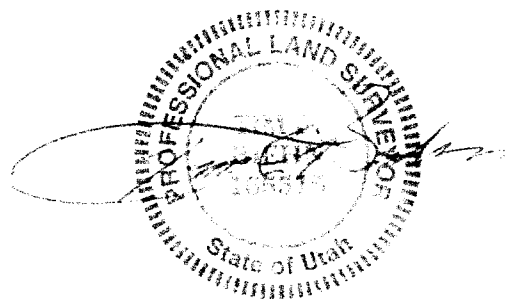
RBB

ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors
5330 South 900 East, Suite 120
Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Ted M. Biehn, PLS
Tim E. Biehn, PLS

February 21, 2013
Project: North Davis Sewer District
East Outfall Pipeline
Davis County Parcel # 11-088-0052
Bennett, Justin C. & Sandra L.



Permanent Easement

A 20 foot wide strip of land for a sewer line easement with the side lines being 10 feet on each side of the following described centerline with the side lines extending to or terminating at Grantor's property lines, said strip of land is located in the Northeast Quarter of Section 31, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and being more particularly described as follows.

Beginning on Grantor's southeasterly property line and the center of a North Davis Sewer District Pipeline at a point East 537.32 feet and South 502.33 from the north quarter corner of said Section 31, said north quarter corner bears N89°57'10"E 2631.34 feet from the northwest corner of said Section 31 (basis of bearing); thence along said pipeline the N36°27'20"W 100.11 feet to a point on Grantor's northwesterly property line, said point being S°48'33'48"E 637.38 feet, more or less, from said north quarter corner of said Section 31. Contains 0.0460 acre, more or less.

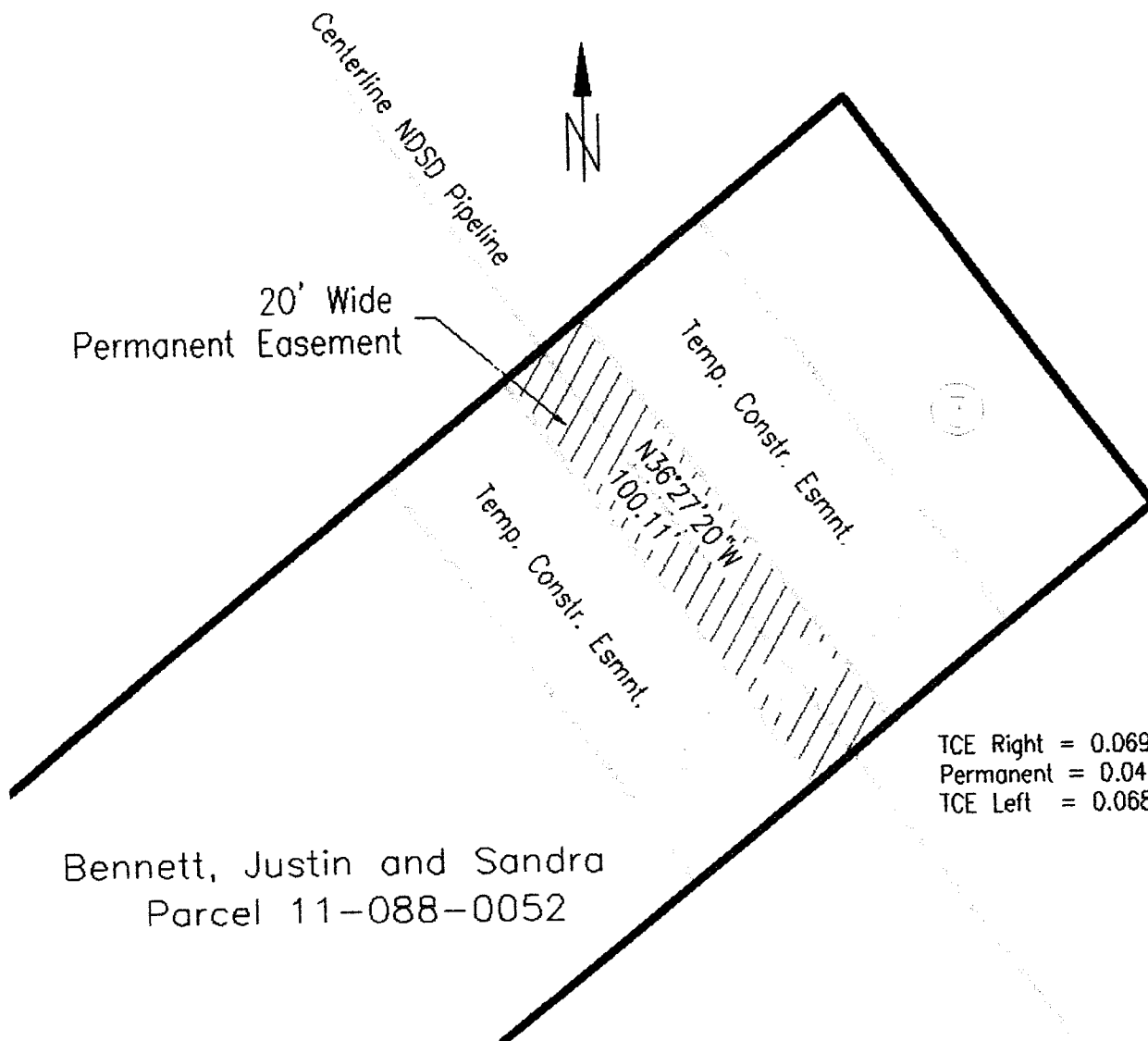
Temporary Construction Easement (Easterly Side)

A 30 foot wide strip of land for a temporary construction easement that lies easterly of and adjacent to the above described Permanent Easement with side lines extending to or terminating at Grantor's property lines. Contains 0.0690 acre, more or less.

Temporary Construction Easement (Westerly Side)

A 30 foot wide strip of land for a temporary construction easement that lies westerly of and adjacent to the above described Permanent Easement with side lines extending to or terminating at Grantor's property lines. Contains 0.0689 acre, more or less.

(sketch)



TCE Right = 0.0690 Acre +/- (Easterly)
Permanent = 0.0460 Acre +/-
TCE Left = 0.0689 Acre +/- (Westerly)

Bennett, Justin and Sandra
Parcel 11-088-0052