

Construction
Easement

Recorded at request of John Combe Fee Paid \$ 70.00
Date AUG 2 1979 at 2:07 P M CAROL DEAN PAGE Recorder Davis County
By Shanna Martin Deputy Book 783 Page 353

G R A N T O F E A S E M E N T

540004

SW⁴-35-5N-1W

RALPH W. FIRTH, DONNA F. HAMILTON, and ILEEN F. ROBERTS,
GRANTORS, of Davis County, State of Utah, hereby grant and
convey to the SOUTH WEBER WATER IMPROVEMENT DISTRICT, GRANTEE,
its successors and assigns, a certain perpetual and temporary
easement, hereinafter described. The easement conveyed here-
under is granted by GRANTORS for the sum of One Dollar (\$1.00)
and other good and valuable consideration, payment and receipt
of which is hereby acknowledged.

The easement hereby granted consists of a perpetual ease-
ment to construct, reconstruct, operate, repair, replace, and
maintain the water line and appurtenant structures on, over,
across, and through a strip of land, as described below; and
a temporary initial construction easement to be on, over,
across, and through a strip of land, as described below.

The easement referred to above and granted hereby lies
in those portions of GRANTORS' land situated in the Southwest
Quarter of Section 35, Township 5 North, Range 1 West, Salt
Lake Base and Meridian, and said easement traverses said land
in the following manner:

Perpetual Easement

A portion of the Southwest Quarter of Section
35, Township 5 North, Range 1 West, Salt Lake Base
and Meridian, described as follows:

Commencing at the point of intersection of the
West line of said Section 35 and the Southerly right-
of-way line of the Davis-Weber Counties Canal Company;
thence South 1320 feet to the South Weber Water Im-
provement District reservoir site (Parcel A); thence
S 67°30' E, 31 feet, more or less; thence North 1320
feet, more or less, to the Southerly right-of-way
line of the Davis-Weber Counties Canal Company, be-
ing parallel with and distant 30 feet from the West
line of said Section 35; thence Northwesterly 31
feet, more or less, to the point of beginning.

Platted
On Margin
Compared
Abstracted
Indexed
Entered

John Combe

354

Temporary 20-foot Construction Easement

Beginning at a point which is Southeasterly 31 feet, more or less, from the intersection of the West line of said Section 35 and the Southerly right-of-way line of the Davis-Weber Counties Canal Company; thence South 1320 feet, more or less, parallel to and contiguous with the perpetual easement granted to the South Weber Water Improvement District, to the South Weber Water Improvement District reservoir site (Parcel A); thence S 67°30' E, 21 feet, more or less; thence North 1320 feet, more or less, to the Southerly right-of-way line of the Davis-Weber Counties Canal Company, being parallel with and distant 20 feet from the East line of said perpetual easement; thence Northwesterly 21 feet, more or less, to the point of beginning.

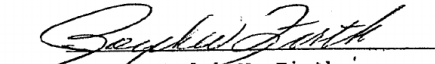
GRANTEE, in accepting this Grant, agrees to abide by the following terms and conditions:

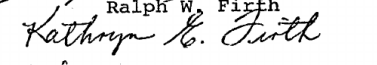
1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
2. Any and all damage done to any fences will be fully repaired, and the fences will be placed in their existing condition.
3. Any and all damage to crops, trees, and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
4. The GRANTORS shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs whose root zones would contact or interfere with the pipe line. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences, or similar improvements.

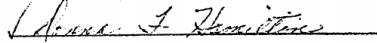
IN WITNESS WHEREOF, we have affixed our names hereto this


20th day of May, 1979.

GRANTORS


Ralph W. Firth


Kathryn G. Firth


Donna F. Hamilton


Ileen F. Roberts

The foregoing Grant of Easement and the conditions there-
by imposed on the District, as GRANTEE, are hereby accepted
by the District, and the District agrees to comply with said
conditions.

GRANTEE

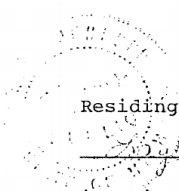
SOUTH WEBER WATER IMPROVEMENT
DISTRICT

By Joseph H. Ray
Joseph H. Ray, Chairman

* * * * *

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 30th day of June, 1979, personally
appeared before me RALPH W. FIRTH, DONNA F. HAMILTON, and
ILEEN F. ROBERTS, GRANTORS and signers of the foregoing in-
strument, who, being by me duly sworn, did acknowledge that
they executed the same.



Ralph W. Firth
Notary Public

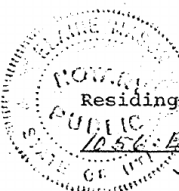
Residing At: Payson, Utah

My Commission Expires: July 1, 1981

* * * * *

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 10th day of July, 1979, personally
appeared before me JOSEPH H. RAY, who duly acknowledged to
me that he is the Chairman of the SOUTH WEBER WATER IMPROVE-
MENT DISTRICT and that the within and foregoing instrument
was signed in behalf of said corporation by authority of a
resolution of its Board of Trustees, and said JOSEPH H. RAY
duly acknowledged to me that said corporation executed the
same.



Elaine Mason
Notary Public

Residing At: 1056 E. So. Weber Dr.
So. Weber, Utah

My Commission Expires: 6-6-83

Construction
Easement
S. of Canal

Recorded at request of John Conkle Fes Paid \$ No Fee
Date AUG. 2 1979 at 7:07 M CAROL DEAN PAGE Recorder Davis County
By Laura Martin Deputy Book 783 Page 353

G R A N T O F E A S E M E N T

540004

SW 4-35-5N-1W

RALPH W. FIRTH, DONNA F. HAMILTON, and ILEEN F. ROBERTS, GRANTORS, of Davis County, State of Utah, hereby grant and convey to the SOUTH WEBER WATER IMPROVEMENT DISTRICT, GRANTEE, its successors and assigns, a certain perpetual and temporary easement, hereinafter described. The easement conveyed hereunder is granted by GRANTORS for the sum of One Dollar (\$1.00) and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a perpetual easement to construct, reconstruct, operate, repair, replace, and maintain the water line and appurtenant structures on, over, across, and through a strip of land, as described below; and a temporary initial construction easement to be on, over, across, and through a strip of land, as described below.

The easement referred to above and granted hereby lies in those portions of GRANTORS' land situated in the Southwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

Perpetual Easement

A portion of the Southwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

vw Commencing at the point of intersection of the West line of said Section 35 and the Southerly right-of-way line of the Davis-Weber Counties Canal Company; thence South 1320 feet to the South Weber Water Improvement District reservoir site (Parcel A); thence S 67°30' E, 31 feet, more or less; thence North 1320 feet, more or less, to the Southerly right-of-way line of the Davis-Weber Counties Canal Company, being parallel with and distant 30 feet from the West line of said Section 35; thence Northwesterly 31 feet, more or less, to the point of beginning.

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

John Conkle

Temporary 20-foot Construction Easement

5W
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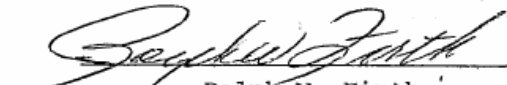
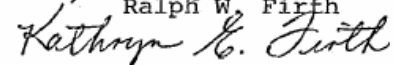
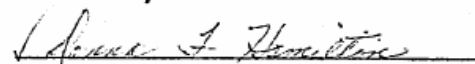
GRANTEE, in accepting this Grant, agrees to abide by the following terms and conditions:

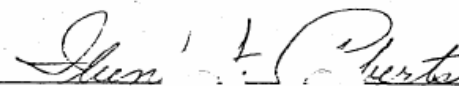
1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
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IN WITNESS WHEREOF, we have affixed our names hereto this

30th day of May, 19 79.

GRANTORS


 Ralph W. Firth

 Kathryn E. Firth

 Donna F. Hamilton


 Ilee Rot

The foregoing Grant of Easement and the conditions there-
by imposed on the District, as GRANTEE, are hereby accepted
by the District, and the District agrees to comply with said
conditions.

GRANTEE

SOUTH WEBER WATER IMPROVEMENT
DISTRICT

By Joseph H. Ray
Joseph H. Ray, Chairman

* * * * *

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 30th day of May, 1979, personally
appeared before me RALPH W. FIRTH, DONNA F. HAMILTON, and
ILEEN F. ROBERTS, GRANTORS and signers of the foregoing in-
strument, who, being by me duly sworn, did acknowledge that
they executed the same.



Ralph W. Firth
Notary Public

Residing At:
Dayton, Utah

My Commission Expires:
July 1, 1981

* * * * *

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the 10th day of July, 1979, personally
appeared before me JOSEPH H. RAY, who duly acknowledged to
me that he is the Chairman of the SOUTH WEBER WATER IMPROVE-
MENT DISTRICT and that the within and foregoing instrument
was signed in behalf of said corporation by authority of a
resolution of its Board of Trustees, and said JOSEPH H. RAY
duly acknowledged to me that said corporation executed the
same.



Elaine Mason
Notary Public

Residing At:
1056 E. So. Weber Dr.
So. Weber, Utah

My Commission Expires:
6-6-83