

681355

EASEMENT AGREEMENT

*Bepl 6-3-NMC*

This Easement Agreement, made and entered into this 25<sup>th</sup> day of August, 1984, by and between Olive Danzer, hereinafter "Grantor," and Lloyd N. Hayes, hereinafter referred to as "Grantee," who do mutually covenant and agree that:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, convey, transfer, and deliver unto Grantee a permanent easement three feet in width on the Grantor's property hereinafter described for the following purposes, namely: to construct and install below the surface of the ground, to the specification of Bountiful City and its engineers, a twelve-inch drain line from the property of Grantee lying to the south and east of said easement, over and across Grantor's property to the drainage system along 400 North Street located in Bountiful City adjacent to Grantor's property which is more particularly described as follows:

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

Lot C, Block 3, North Millcreek Plat, Bountiful TS Survey.

The EASEMENT is described more particularly as follows:

*13-CR-1025*

Beginning at the NE corner of Lot 6, Block 3, North Millcreek Plat, Bountiful TS Survey, thence W 3', thence S 133.5', thence E 3', thence N 133.5' to the point of beginning.

*Return to:  
Lloyd Hayes  
961 N. 950 E.  
[Signature]*

The Grantee agrees to:

1. Replace all materials that are disturbed and return the Grantor's property to its condition prior to construction, including the compacting, leveling and re-asphalting of the surfaces disturbed.


2. To pay all costs of construction relating to placement of the drain pipe and to maintain said drainline.

Grantor agrees to have and to hold the said easement and right of way unto Grantees, their successors and assigns forever.

The Grantee's property is more particularly described as Exhibit "A" and attached to this Agreement.

Grantee shall be entitled to assign the rights under this easement to all successors, assigns and purchasers of the Grantee's property.

Witness the hands of the parties hereto the day and year first above written.

  
OLIVE DANZER, GRANTOR

  
LLOYD N. HAYES, GRANTEE

STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On this 25<sup>th</sup> day of August, 1984, personally appeared before me, Olive Danzor, signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

11-30-83

*Nelson Hayes*  
Notary Public  
Residing at: *Carbonville, Utah*

STATE OF UTAH )  
 : SS.  
COUNTY OF DAVIS )

On the 25<sup>th</sup> day of August, 1984, personally appeared before me, Lloyd N. Hayes, signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

11-30-87

*Nelson Hayes*  
NOTARY PUBLIC  
Residing at: *Carbonville, Utah*

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