

NE-08-4N-2W

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RICHARD T. MAUGHAN

Davis County, Utah

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DAVIS COUNTY, UTAH RECORDER

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**PUBLIC UTILITY EASEMENT**

FEE \$0.00 Pgs: 3

DEP RT REC'D FOR SYRACUSE CITY

TJ Steed, L.L.C., the GRANTORS, hereby grants and conveys to SYRACUSE CITY, a corporation of the State of Utah, its successors and agents and assigns, GRANTEE, a 25-foot easement for the operation, maintenance, replacement, enlargement and repair of one or more storm drain, land drain and/or sanitary sewer pipelines, or related utility appurtenances in, on, through, under and/or across the below described tract of land owned by Grantor located in Syracuse City, Davis County, State of Utah, which shall extend through and across the premises as follows, to-wit:

**25-FOOT WIDE PERPETUAL UTILITY EASEMENT DESCRIPTION.**

An easement over the westerly 25'- feet of Grantor's property located in the Northeast Quarter of Section 8, Township 4, Range 2 West, SLB&M, U.S. Survey being described as follows:

Beginning at a point on the southerly right of way line of 700 South street in Syracuse City, which point lies S89°53'03"E a distance of 150.03 feet and S00°06'57"W a distance of 33.00 feet from the N ¼ corner of said section 8 thence S89°53'03"E a distance of 25.00 feet; thence S00°37'00"W a distance of 4.92 feet; thence along a curve to the left 20.25 feet, with a radius of 25.00 feet whose chord bears S22°35'17", 19.70 feet,; thence S44°11'00"E a distance of 5.00 feet,; thence S45°49'00"E a distance of 710.49 feet; thence along a curve to the right 95.64 feet, with a radius of 1070.00 feet, whose chord bears S43°15'22"E, 95.61 feet; S40°41'00" E a distance of 1393.00 feet; thence along a curve to the right 70.75 feet, with a radius of 1070.00 feet, whose chord bears S38°47'34"E, 70.74 feet, thence S36°54'00"E a distance of 1483.42 feet; thence N90°00'00"W a distance of 31.35 feet; thence N36°53'50"W a distance of 1464.59 feet; thence along a curve to the left 69.10 feet; with a radius of 1045.00 feet; whose chord bears N38°47'34"W, 69.09 feet; thence N40°41'00"W a distance of 1393.00 feet; thence along a curve left 93.40 feet, with a radius of 145.00 feet, whose chord bears N43°15'22"W, 93.37 feet; thence N45°49'00"W a distance of 710.50 feet; thence N44°11'00"E a distance of 5.00 feet; thence with along curve to the right 40.50 feet, with a radius of 50.00 feet, whose chord bears N22°35'17"W, 39.40 feet; thence N00°37'00"E a distance of 4.71 feet; to the point of beginning.

Net acreage totals 2.168 acres or an area of 94,427.25 square feet.

**Ingress and Egress.** Grantor hereby agrees that Syracuse City, (Grantee), their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and connect other transmission utility mains and laterals, and remove and replace said facilities as may be required from time to time by Grantee.

**Maintenance of Easement Utilities.** Grantor shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed or maintained by the Grantee. Grantee shall have the right to excavate and have the obligation to refill and level ditches and/or trenches for the maintenance of said pipelines and appurtenant parts thereof. Except in emergencies, Grantee shall give Grantor reasonable advance notice prior to exercising its rights of ingress and egress.

**Surface Installations in Permanent Easement.** Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement. Any such structure or building constructed or placed on the Utility Easement after the date of this Agreement may be removed by Grantee without liability for damages arising thereto. If grantor constructs or places any structure or building within the Utility Easement after the date of this Agreement, Grantor shall reimburse Grantee for all expenses associated with removing such structure or building. Such structures or buildings, which are prohibited on the Utility Easement, include but are not limited the following: dwellings, garages, barns, sheds, storage structures of any kind, playhouses or other play structures, outbuildings, gazebos, hot tubs, pools, dog runs, retaining walls, posts, or poles.

**Surface Restoration.** Grantee in constructing, maintaining, or altering the Surface Improvements within the Utility Easement, Grantee shall promptly restore, replace, or repair the surface of the Grantor's Improvements, including but not limited to landscaping, sprinklers, concrete, telephone lines, and power lines as near to their original condition as may be reasonably possible.

**Binding Effect.** This Utility Easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

**Nature of Easement.** This Utility Easement shall be permanent and run with the land, and also be deemed to touch and concern the land. Exercise of any rights in the Utility Easement other than those retained by Grantor shall be within the sound discretion of Grantee.

In witness whereof, the parties hereto have executed this Agreement as of the day and year acknowledged below.

GRANTOR(s): TJ Steed L.L.C.

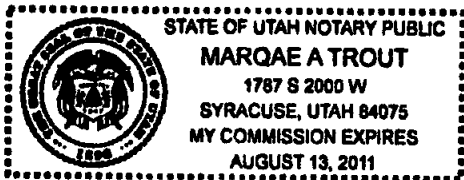
Steven J. Steed  
Steven J. Steed, Managing Member

Date 10 September 2007

State of Utah )  
)  
County of Davis)

On this 10 day of September 2007, personally appeared before me, Marqae A. Trout, Steven J. Steed and who by me duly affirmed, did say that he is general manager and that said document was signed in behalf of TJ Steed L.L.C., by authority, and duly executed the same.

Witness my hand and official stamp the date in this certificate first above written.



Marqae A. Trout  
State of Utah, Notary Public

Accepted by Syracuse City on the 10 day of Sept., 2007.

[Signature]  
City Mayor

Cassie Brown  
Attest, City Recorder

(City Seal)

