

EASEMENT CONTRACT

453993

82-8-47-2W

T. Joseph Steed and

his wife, Grantors, of Davis County, State of Utah, hereby grant and convey to Syracuse City, a Municipal Corporation of the State of Utah, Grantee, a perpetual easement and right-of-way for a street and utility purposes, a strip of land (60) feet wide adjacent to the Layton canal right-of-way more particularly described as follows:

A part of the East one-half of Section 8, Township 4 North, Range 2 West, SLB & M, in Davis County, Utah. Beginning at a point which is South 89° 48' East 141.1 ft. from the North Quarter Corner of said Section 8, said point being on the north line of said Section 8 and the east line of the Layton Canal right-of-way; thence South 0° 37' West 34.0 ft.; thence 40.5 ft. along a 50 ft. radius curve to the left; thence South 44° 11' West 5.0 ft.; thence South 45° 49' East 710.5 ft.; thence 93.4 ft. along a 1045.0 ft. radius curve to the right; thence South 40° 41' East 1393.0 ft.; thence 69.1 ft. along a 1045.0 ft. radius curve to the right; thence South 36° 54' East 1064.5 ft.; thence South 89° 47' East 50 ft., all along the easterly right-of-way line of the Layton Canal; thence North 0° 13' East 33.4 ft. along the westerly line of a street; thence North 36° 54' West 1468.1 ft.; thence 73.0 ft. along an 1105.0 ft. radius curve to the left; thence North 40° 41' West 1393.0 ft.; thence 99.0 ft. along an 1105.0 ft. radius curve to the left; thence North 45° 49' West 605.5 ft.; thence 77.0 ft. along a 95.0 ft. radius curve to the right; thence North 0° 37' East 34.6 ft. to the North line of said Section 8; thence North 89° 48' West 100.0 ft. to the point of beginning.

The conveyance being executed for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to the Grantors by the said Grantee, Syracuse City, the receipt of which is hereby acknowledged. It is understood and agreed that the payment of the above stated consideration is in full payment, compensation and settlement of and for all damages to crop land and property which may be destroyed or injured by reason of use of said easement and right-of-way for the construction of said street and utilities, as well as for the easement and right-of-way itself.

IN TESTIMONY WHEREOF, the Grantee has caused this easement contract to be executed in duplicate by its Mayor and attested by its City Recorder, pursuant to a resolution duly and regularly passed and adopted by the City Council of said City, and the said Grantors have executed the same duplicate this 2nd day of June, A. D. 1965.

*Joseph Steed*  
T. Joseph Steed

Abstracted  Indexed  Entered   
Matted  On Marion  Compared   
Advertising at request of *Syracuse City* at 12:31 p.m. M. MARGUERITE S. BOURNE Recorder Davis County Deputy Book 636 Page 80  
Date FEB 14 1977 BY *Shirley White*

Signed in the presence of:

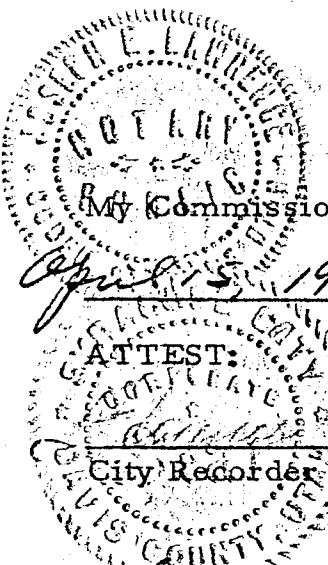
STATE OF UTAH )

COUNTY OF DAVIS )

On the 20<sup>th</sup> day of May, A. D. 1965, personally

appeared before me T. Joseph Steel

the signers of the above instrument, who duly acknowledged to me that they executed the same.



Joseph E. Lawrence  
NOTARY PUBLIC, residing at

Ogden, Utah  
SYRACUSE CITY, a municipal corporation

By Raydolph Cook Mayor  
Grantee

ATTEST:  
[Signature]  
City Recorder

This easement is granted for the purpose of Sewer Construction. Should the Sewer construction be completed in 1965 as per the Engineer's plans and specifications a street easement is also granted. However, should the sewer not be constructed in 1965, as planned, this easement agreement is null and void.

I feel that further consideration should be given to a P/W for a 50-foot permanent Street, or as recommended by the Davis County Engineer.

[Signature]