

Easement

Davis County

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E# 997032 BK 1543 PG
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 OCT 16 9:12 AM FEE .00 DCP JB
REC'D FOR SYRACUSE CITY

52 11-4N-2W

M. L. Jolley and E.H. Harbertson, Sr. _____, Grantor S,
of 4284 South 1100 West Riverdale 84405 County of Weber,
State of Utah, hereby GRANTS AND CONVEYS to the CITY OF CLEARFIELD,
at 140 East Center Street, Clearfield, City, Utah, 84015, Grantee, for the sum
of Five Thousand Two Hundred Dollars,
and other good and valuable considerations, a perpetual easement upon part of an
entire tract of property situate in the Southwest Quarter of the Southeast Quarter
and the Southeast Quarter of the Southwest Quarter of Section 11, Township 4 North,
Range 2 West, Salt Lake Meridian, in Davis County, Utah, for the purpose of
maintaining thereon a culinary water pipeline and appurtenant parts thereof. Said
part of an entire tract is a strip of land 30.00 feet wide, 16.00 feet
perpendicularly distant northerly and 14.00 feet perpendicularly distant southerly
from the following described alignment:

Beginning at a point in the easterly boundary line of said entire tract of
property, which point is 33.47 feet North and 816.91 feet West and 576.13 feet
N. 89°58' W. and 34.20 feet N. 31°58'30" W. from the southeast corner of said
Section 11; thence N. 89°58' W. 1580.97 feet more or less along a line which is
parallel to and 62.00 feet perpendicularly distant northerly from the southerly line
of said Section 11, to the westerly boundary line of said entire tract. The above
described strip of land contains 1.09 acres more or less.

12-065-0092

Grantor hereby agrees that CLEARFIELD CITY, their officers, employees,
agents, representatives, contractors, and assigns shall have the right of ingress
to and egress from the above described property with such equipment as is necessary
to install, maintain, operate, repair, inspect, protect, remove and replace said
facilities as may be required from time to time by Grantee. During construction
periods, Grantee and its agents and representatives may use the perpetual easement
described above, as needed in connection with the maintenance or repair of said
facilities.

Grantor shall have the right to use said premises except for the purpose for
which these rights-of-way and easement are granted provided such use shall not
interfere with said facilities or with the discharge or the conveyance of water
through any pipelines installed by Grantee. Grantee shall have the right to clear
and remove all trees and obstructions within the easement which may interfere with
the use of the easement by the Grantee.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said right-of-way or lower the contour thereof greater than two feet without the prior written consent of Grantee. This right-of-way and 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.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction of future roads by Grantors over said easement.

WITNESS, the hand_s of said Grantor_s, this 16th day of April, A.D. 1992.

Signed in the presence of:

James E. Lippe
STATE OF Utah)
COUNTY OF Davis) ss.

M.L. Jolley
E.H. Harbertson

On the date first above written personally appeared before me, M.L. Jolley and E.H. Harbertson, Sr., the signer_s of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 7-30-94 Bonnie M. Kagan
Notary Public

