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JAN 25 2001

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 JAN 25 1:49 PM FEE .00 DEP MEC  
REC'D FOR SYRACUSE CITY

SW 10 4N-2W

# EASEMENT

## Davis County

Benchmark Real Estate Company of Davis County, State of Utah, hereby GRANTS AND CONVEYS to the CITY OF SYRACUSE, a municipal corporation, at 1787 South 2000 West, Syracuse City, Utah, 84075, Grantee, for the sum of ten dollars and other good and valuable considerations, a perpetual easement upon part of an entire tract of property situated in Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah for the purpose of constructing thereon a secondary water pipeline and appurtenant parts thereof, a 10.0 foot water line easement in and across parcel number 12-052-0072 described as follows:

BEGINNING AT A POINT 173.00 FEET SOUTH 89°59'35" EAST ALONG THE QUARTER SECTION LINE AND 5.00 FEET SOUTH 0°09'42" WEST FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S SURVEY; RUNNING THENCE SOUTH 89°59'35" EAST 2482.58 FEET TO THE QUARTER SECTION LINE.

12-052-0101, 0160

Also a 15 foot temporary construction easement Described as Follows:

BEGINNING AT A POINT 173.00 FEET SOUTH 89°59'35" EAST ALONG THE QUARTER SECTION LINE AND 15.00 FEET SOUTH 0°09'42" WEST FROM THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S SURVEY; RUNNING THENCE SOUTH 89°59'35" EAST 2482.58 FEET TO THE QUARTER SECTION LINE.

Grantor hereby agrees that SYRACUSE CITY, its 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 temporary construction easement described above along and adjacent to the permanent easement as needed in connection with the construction or repair of said facilities.

Grantor shall have the right to use said premises and water line for the purpose of disposing of irrigation water or irrigation waste water from the contiguous properties as may be needed for residential development purposes. Grantee shall have the right to clear and remove all trees and obstructions within the easement which interfere with the use of the easements 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 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.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed his/her name this 23<sup>rd</sup> day of January A.D. 2000  
*2001*  
*00*

Benchmark Real Estate Company

*Bruce A. Nelson*  
Grantor

STATE OF UTAH     )  
                                  ) SS  
COUNTY OF DAVIS )

On the date first above written personally appeared before me *Bruce A. Nelson*, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) *Bruce A. Nelson* subscribed to this instrument, and acknowledged that *Bruce A. Nelson* executed the same.

NOTARY PUBLIC  
ANNA L. BIESINGER  
538 North 750 East  
Provo, UT 84010  
My Commission Expires  
October 21, 2002  
STATE OF UTAH



*Anna L. Biesinger*  
Notary Public