

# Easement

Davis County

Es 997036 BK 1543 PG 90  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1992 OCT 16 9:14 AM FEE 0.00 DEP JB  
REC'D FOR SYRACUSE CITY

SW-3-4N-2W

CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the CITY OF SYRACUSE, at 1751 South 2000 West, Syracuse City, Utah, 84075, Grantee, for the sum of \*\*\*\*\* FIVE HUNDRED DOLLARS \*\*\*\*\* Dollars, and other good and valuable considerations, a perpetual easement upon part of an entire tract of property situate in the Southwest Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Meridian, in Davis County, Utah for the purpose of constructing thereon a culinary water pipeline and appurtenant parts thereof. Said part of an entire tract is a strip of land 30.00 feet wide, adjoining easterly the following described portion of the easterly right of way line of 2000 West Street:

Beginning at the intersection of the easterly right of way line of said 2000 West Street and the northerly right of way line of 700 South Street, which point is 33 feet N. 0°09'35" E. and 33 feet S. 89°56'33" E. from the Southwest Corner of said Section 3; thence N. 0°09'35" E. 2561.18 feet more or less along said easterly right of way line of 2000 West Street, to a point which is 45.00 feet perpendicularly distance southerly from the northerly line of said Southwest Quarter of Section 3. The above described strip of land contains 1.76 acres more or less.

AT 12.025.0001

Also a 45.00 foot temporary construction easement, being 45.00 feet perpendicularly distant easterly from the above described portion of said easterly right of way line of 2000 West Street. Containing 2.65 acres less the perpetual easement described above. Balance 0.89 acre more or less.

Grantor hereby agrees that SYRACUSE 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 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 except for the purpose for which these rights-of-way and easements 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 easements which may 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 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.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized officer, this 17<sup>th</sup> day of April, A.D. 1992.

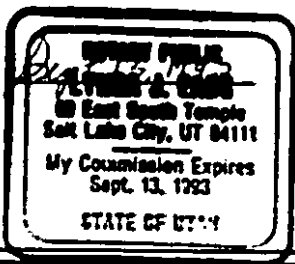
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS a Utah corporation sole

By [Signature] Authorized Agent MK  
PC

On the date first above written personally appeared before me, Ted Simmons personally known to me to be the authorized agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as authorized agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation, and the said Ted Simmons, acknowledged to me that the said corporation executed the same.

My Commission expires:



[Signature]  
Notary Public  
in and for the State of Utah