

RETURNED

FEB 10 1994

EASEMENT

Davis County

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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~~Syracuse City~~

NE 15 4N-2W

Aenone W. Holt of Davis County, State of Utah, hereby GRANTS AND CONVEYS to the CITY OF SYRACUSE, a municipal corporation, at 1751 South 2000 West, Syracuse City, Utah, 84075, Grantee, for the sum of one dollar and other good and valuable considerations, a perpetual easement upon part of an entire tract of property situated in the northeast quarter of Section 15, Township 4 North, Range 2 West, Salt Lake Meridian, in Davis County, Utah for the purpose of constructing thereon a storm drain pipeline and appurtenant parts thereof, a 30-foot storm drain easement in an across the following described property: Parcel 12:086:0004

Beginning at a point 80 rods West from Northeast corner of Northwest 1/4 of Northeast 1/4, Section 15, Township 4 North, Range 2 West, Salt Lake Meridian; thence South 80 rods; thence East 30 feet; thence North 80 rods; thence West 30 feet to point of beginning.

12-086-0004

Also a 20.00 foot temporary construction easement, being 20.00 feet perpendicularly distant easterly from the above described portion of said property.

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 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 easement which may interfere with the use of the easements by the Grantee.

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Grantor the use of the facility to discharge any irrigation, tail, storm or runoff water into the storm drain. Nothing contained herein shall be deemed a limitation of grantor's water rights and easements or a conveyance to grantee of the same.

Grantee agrees to hold harmless Grantor from any claim or damages, now or on the future in connection with said storm drain.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed his/her name this 6th day of December, A.D. 1993.

DeNone Jr. Holt
GRANTOR

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 6th day of December, 1993, personally appeared before me _____, personally known to me or proved to me upon the basis of satisfactory evidence to be the person whose name is subscribed to the preceding document and acknowledged to me that she/he signed the same voluntarily and for its stated purpose.

Dawn Ann Anderson
NOTARY PUBLIC

