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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 MAR 8 1:46 PM FEE .00 DEP MT  
REC'D FOR SYRACUSE CITY

NW 1/4 4N-2W  
pt 12-079-0013

# EASEMENT

Davis County

Shirel Investment Corp. 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 \_\_\_\_\_ and other good and valuable considerations, a perpetual easement upon part of an entire tract of property situated in Section 14, Township 4 North Range 2 West, Salt Lake Meridian, in Davis County, Utah for the purpose of constructing thereon a secondary water pipeline and appurtenant parts thereof, a 15 foot water line easement in and across parcel number 12-079-0013 described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 41.38 FEET FROM THE NORTH ONE QUARTER CORNER OF SAID SECTION 14 AND RUNNING THENCE SOUTH 15.00 FEET, THENCE N 89°59'00" W 293.32 FEET, THENCE NORTH 15.00 FEET, THENCE S 89°59'00" E 293.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 4399.80 SQUARE FEET IN AREA OR 0.10 ACRE MORE OR LESS.

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.

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Grantor shall have the right to use said premises except for the purpose for which this easement is 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 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.

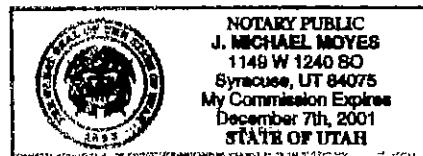
The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed his/her name this 16 day of OCTOBER A.D. 2000

Shirel Investment Corp.

*Ferol Shirel*  
Grantor

STATE OF UTAH )  
COUNTY OF DAVIS ) SS



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

*J. Michael Moyes*  
Notary Public