

EASEMENT

STATE OF UTAH)

County of Uintah)

3345-85 Recorded at request of Naples, City Fee Paid 70.00
June 12 1985 at 10:32 M. Dale Anderson Utah County Recorder
By Frances Anderson Deputy Book 384 Page 11

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of land contiguous to Utah State Highway U S 40; and,

WHEREAS, the State of Utah in conjunction with the City of Naples, is in the process of widening the highway; and,

WHEREAS, there will be constructed curb and gutter and sidewalks, without expense to the property owners, on the East side of said U S 40 through Naples from 1500 South Street to 2500 South; and,

WHEREAS, additional area adjacent to the property line may be necessary for the purpose of placing support fill material only.

NOW, THEREFORE, LAWRENCE C. BASCOM AND VENNA BASCOM hereinafter called grantors, after being first duly sworn on their oath, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the State of Utah and the City of Naples, hereinafter called the Grantee, the receipt of sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to lay and permanently place quantities of earth fill material adjacent to grantor's West boundary extending on to and into grantor's property to a distance of not to exceed 8 feet for the purpose of furnishing lateral support for a concrete sidewalk to be built without cost or expense to the undersigned.

It being specifically understood and agreed that this encroachment will not be used for anything but placement of fill material for support of the sidewalk; the same to be on a ratio of 2 to 1 slope. And further that the sidewalk will be constructed completely on property belonging to the State of Utah and/or City of Naples, and not on Grantor's property.

All fences are to be restored on the property line where fences now exist.

This easement covers a strip of land contiguous to and adjacent to grantee's property extending eastward not to exceed the amount necessary for support of the sidewalk. The property upon which the easement is situated is described as follows, to-wit:

TWP 4 SOUTH, RANGE 22 EAST, SLM Section 31

Beginning 260 feet east of the NW corner SW 1/4 Section 31, Township 4 South, Range 22 East SLM; thence East 1060 feet more or less to the Northeast corner said Southwest 1/4; thence South 165 feet; thence West 1050 feet more or less to a point 260 feet East of the Section line; thence North 69 feet; thence West 220 feet; thence North 15 feet; thence East 220 feet; thence North 83 feet to beginning. 4.22 acres more or less.

The easement covers a strip along the West boundary of said tract not to exceed 8 feet in width.

The above consideration constitutes payment in full for all damages sustained by Grantors in the installation of the above structure. Grantee will maintain said easement in a state of good repair so that no unreasonable damages will result from its use to Grantors' premises. This agreement constitutes a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantors warrant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this day of April, 1985.

Lawrence C. Bascom

Venna Bascom

Subscribed and sworn to before me this 29th day of April, 1985.

My Commission Expires:

[Signature]
Notary Public
Residing at: *Drum, UT*

5-24-85