

~~PLATED~~ ~~VERIFIED~~

E# 1172851 BK1622 PG2920
DOUG CROFTS, WEBER COUNTY RECORDER
03-APR-92 911 AM FEE \$000.00 DEP MH
REC FOR: FARR_WEST_CITY

GRANT OF EASEMENT

WHEREAS, Joseph Gary Fisher, hereinafter called the Grantor, owner and entitled to possession of real property situated in Farr West City, Weber County, Utah;

WHEREAS, Farr West City Corporation, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of one (1) sanitary sewer connection to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a sanitary sewer system and appurtenances, in, over, upon, across and through those portions of Grantor's land lying in Section 2, Township 6 North, Range 2 West as follows:

A strip of land 20 feet wide, lying 10 feet each side of the following described centerline:

A part of the Southeast Quarter of Section 2, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of the Grantors property and East line of 2000 West Street (State Highway U-84 & S.R. 126), said point being South 1583.73 feet, more or less, and West 671.5 feet, more or less, and South 720 feet, more or less, from the Northeast corner of said Section, said point also being North 35 feet from Grantor's southwest property corner, and running thence, parallel to and 35 feet north of the Grantor's south property line, East 361.11 feet, more or less, to the West line of Interstate Highway 15.

Together with a 40 foot wide temporary construction easement, lying 30 feet northerly, and 10 feet southerly, of the previously described centerline of the above described perpetual easement.

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, culverts, rock lined ditches, trees, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction; and will restore the surface as near as can be to its original condition within the easement area.

Should the Grantee not complete construction of the sewer line by March 15, 1992, then the Grantee will be required to provide a temporary construction fence along the north line of the above easement until such time as the construction is completed:

WITNESS THE HANDS of Grantor this 23 day of Dec 1991.

Joseph G. Fisher

STATE OF UTAH)
COUNTY OF WEBER)

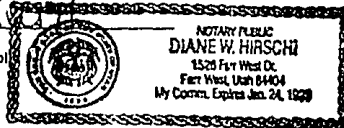
On the 23rd day of Dec. 1991, personally appeared before me,

Joseph G. Fisher the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Residing at: Ogden UT
My commission Expires Jan. 24, 1993

Diane W. Hirsch

Notary Public



15-004-0046