

GRANT OF EASEMENT

WHEREAS, DAIICHI YOSHIMURA AND WIFE SUMI M. YOSHIMURA, hereinafter called the Grantors, owners and entitled to possession of real property situated in Weber County, Utah; and

WHEREAS, ROY 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 Grantors are willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$ 10.00 to the Grantors paid by the Grantee, receipt of which is hereby acknowledged, Grantors hereby convey and grant to the Grantee, its successors, transferees and assigns, the easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a culinary water line and appurtenances, in, over, upon, across and through those portions of Grantors land lying in Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian. Said easement is five (5) feet on each side of a centerline, more particularly described as follows (See attached Exhibit A):

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09-004-00001

Beginning at a point S.89°45'48"E. 1317.72 feet and N.00°20'45"E. 35 feet from the SW Corner of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said point being on the Grantor's west property line and 35 feet north of the 5500 South street centerline, running thence east parallel to 5600 South street 1187 feet more or less to the Grantor's east property line.

In addition to the ten (10) foot perpetual easement, Grantors hereby convey and grant to the Grantee, an additional 10-foot temporary construction easement, on the north side of said perpetual easement, to construct said culinary water line and appurtenances, in, over, upon, across and through those portions of the Grantors land lying in Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian (See attached Exhibit A).

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 Grantors, their heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual easement above described without Grantee's prior consent in writing first had and obtained.

RECORDED INDEXED
ENTERED MICROFILMED

D# 1196121 BK1640 PG1893
DOUG CROFTS, WEBER COUNTY RECORDER
09-OCT-92 151 PM FEE \$0.00 DEP MH
REC FOR: ROY-CITY

19

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, building, etc., 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.

WITNESS THE HANDS of Grantors this 7th day of October 1992.

Daichi Yoshimura Sumi Yoshimura

STATE OF UTAH)
COUNTY OF WEBER)

On the 7th day of October 1992, personally appeared before me,

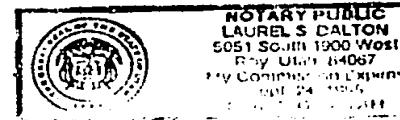
DAIICHI YOSHIMURA AND WIFE SUMI M. YOSHIMURA, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at: Roy, Utah Laurel S. Dalton

My commission Expires 9-24-95

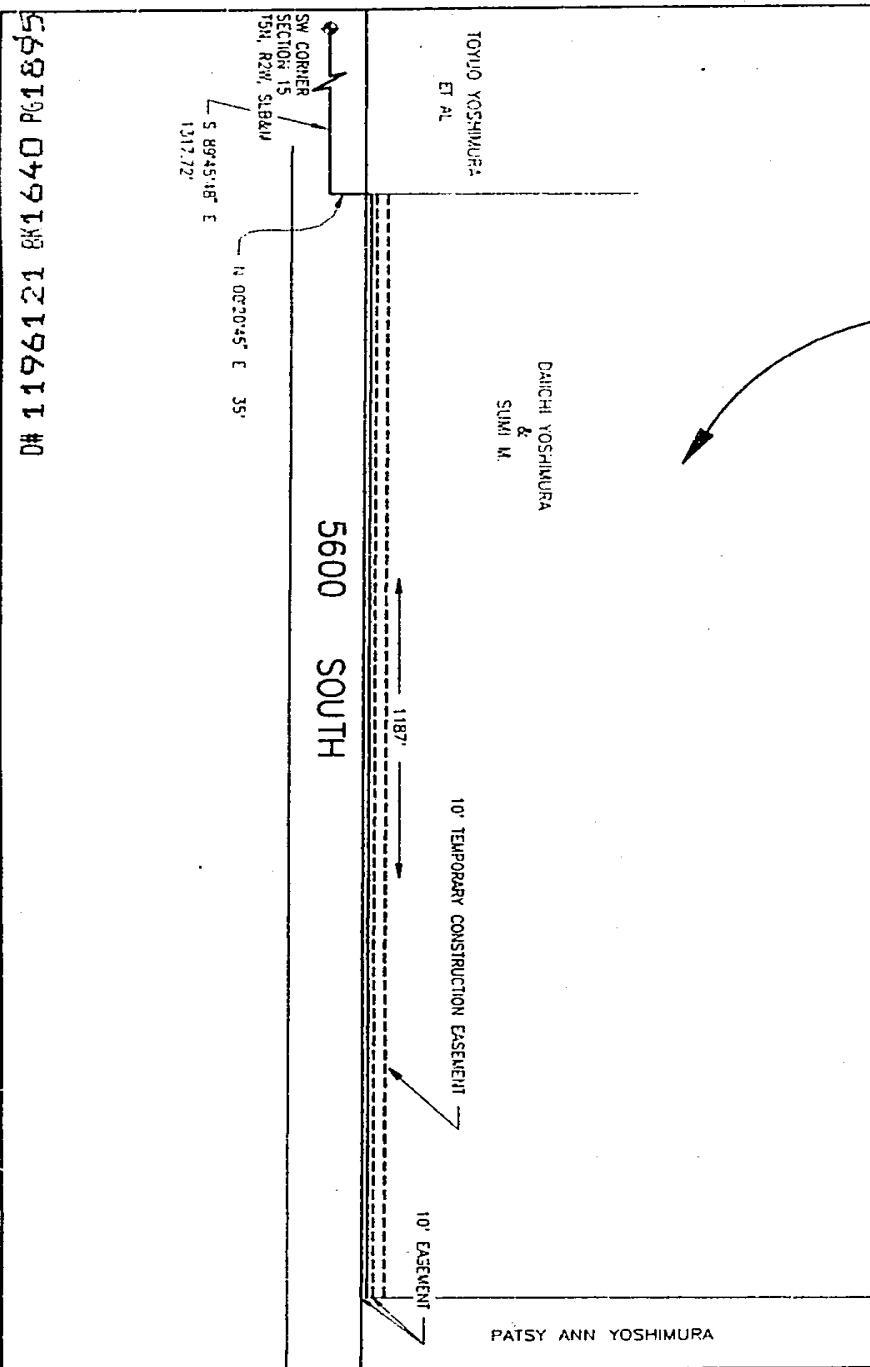
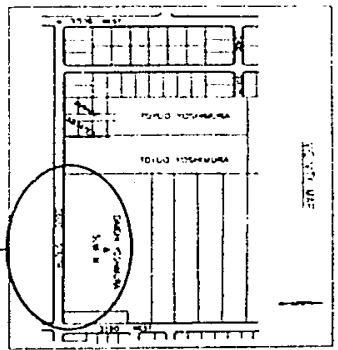
Notary Public

(Seal)



D# 1196121 BK1640 PG1894

EXHIBIT "A"



0# 116121 81640 061595