

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 29th day of December, 1992, between JAMES F. HANNAN and BOBBIE G. HANNAN ("Grantors"), residing at 5135 Sunset Lane, South Ogden, Utah, and GORDON S. CARR and DOROTHY C. CARR ("Grantees"), residing at 624 Ben Lomond Avenue, South Ogden, Utah.

WHEREAS, Grantors are the owners of certain real estate (the "Servient Estate") more particularly described as follows:

Beginning at a point which is North 60°50' West 5.8 feet and North 29°10' East 115 feet from the Southeast corner of Lot 57, Ben Lomond Heights, Amended Plat, South Ogden City, Weber County, Utah; running thence North 60°50' West 114.2 feet; thence North 29°10' East 112.56 feet to the Northwest corner of said Lot 57; thence South 39°22' East 24.67 feet; thence South 50°38' West 0.6 feet; thence South 40°07' East 39.11 feet; thence South 47°08' East 30 feet; thence South 54°10' East 25.93 feet to a point which is South 29°10' West 5 feet and North 54°10' West 5.84 feet from the Northeast corner of said Lot 57; thence South 29°10' West 79.02 feet to the point of beginning;

and

WHEREAS, Grantees are the owners of certain real estate (the "Dominant Estate") more particularly described as follows:

The South 130 feet of Lot 56 Ben Lomond Heights, Amended Plat, South Ogden City, Weber County, Utah;

and

WHEREAS, a sanitary sewer lateral servicing the Dominant Estate encroaches on the Servient Estate; and

PLATTED VERIFIED
ENTERED MICROFILMED

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E# 1206636 BK1649 PG0045
DOUG CROFTS, WEBER COUNTY RECORDER
30-DEC-92 200 PM FEE \$13.00 DEP SM
REC FOR: ROBERT_NEELEY

WHEREAS, Grantors wish to grant to Grantees the continued right to use and maintain said encroaching sewer lateral, subject to the conditions stated herein;

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant and Description. Grantors hereby grant, sell, and convey to Grantees, their successors and assigns, an easement and an underground right-of-way for the purpose of using and maintaining an underground sanitary sewer lateral for the conveyance of sewage and wastewater. The easement granted herein is two-feet wide, being 1.0 feet on each side of the following centerline:

Beginning at a point on the Southerly line of Sunset Lane, which is 5.8 feet North 60°50' West; 194.02 feet North 29°10' East; 25.93 feet North 54°10' West; 30.00 feet North 47°08' West and 29.47 feet North 40°07' West from the Southeast corner of Lot 57, Ben Lomond Heights, Amended Plat, Weber County, Utah; running thence South 53°43'56" West 28.03 feet; thence North 88°31'49" West 10.63 feet; thence South 43°16'41" West 15.22 feet; thence South 33°52'09" West 21.69 feet; thence South 12°52'51" West 2.77 feet; thence South 74°40'25" West 8.38 feet to the Westerly line of the Servient Estate.

2. Term of Easement. The rights granted herein shall be possessed and enjoyed by Grantees, their successors and assigns, as a permanent and perpetual easement.

3. Ingress, Egress and Maintenance. Grantees shall have the permanent right, upon reasonable notice to Grantors, except in the event of an emergency, of ingress and egress upon the Servient Estate to and from the easement for the purpose of

maintaining, repairing and replacing the sewer lateral. Such ingress and egress shall be limited to that reasonably necessary to complete the maintenance, repair and replacement. The maintenance, repair and replacement shall be the responsibility of, and the costs of such shall be borne by, Grantees.

4. Rights of Grantors. Grantors shall have the right to full use and enjoyment of the Servient Estate except for such use as may unreasonably interfere with the exercise by Grantees of the rights granted herein.

5. Restoration of the Servient Estate. After any necessary maintenance, repair and replacement of the sewer lateral, Grantees shall remove all equipment and other property placed on the Servient Estate by or for Grantees, fill and level all ditches, ruts and depressions caused by the maintenance, repair and replacement operations, and remove all debris resulting therefrom. Grantees will restore the surface of the premises as near to its original condition as may be possible, all within a reasonable time after the work on the sewer lateral is completed.

6. Effect Upon Subsequent Parties. The easement provided for herein shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument as of the date and year first written above.

GRANTORS:

James F. Hannan
JAMES F. HANNAN

Bobbie G. Hannan
BOBBIE G. HANNAN

GRANTEES:

Gordon S. Carr
GORDON S. CARR

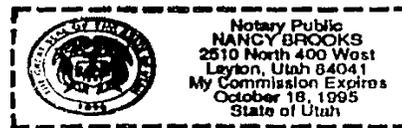
Dorothy C. Carr
DOROTHY C. CARR

STATE OF UTAH)
) : SS.
COUNTY OF DAVIS)

On this 18th day of December, 1992, personally appeared before me JAMES F. HANNAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nancy Brooks
NOTARY PUBLIC
Residing at: Layton Utah

My Commission Expires:
Oct. 18 1995



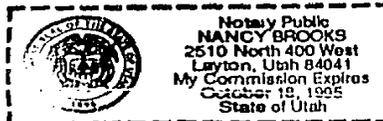
STATE OF UTAH)
COUNTY OF DAVIS) : SS.

On this 18th day of December, 1992, personally appeared before me BOBBIE G. HANNAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Nancy Brooks
NOTARY PUBLIC
Residing at:

My Commission Expires:

Oct. 18 1995

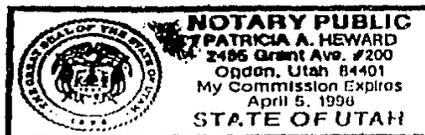


STATE OF UTAH)
COUNTY OF Weber) : SS.

On this 29 day of December, 1992, personally appeared before me GORDON C. Carr, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Patricia A. Hevard
NOTARY PUBLIC
Residing at:

My Commission Expires:



STATE OF UTAH)

COUNTY OF Wasatch)

ss.

On this 29th day of December, 1992, personally appeared before me DOROTHY C. CARR, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Patricia A. Heward
NOTARY PUBLIC
Residing at:

My Commission Expires:

