

**UTILITY EASEMENT**  
**Pinebrook Apartment Community**

The undersigned Grantor (and each and all of them if more than one) for good and valuable consideration hereby grants and conveys to Ogden City, a Utah Municipal Corporation, a permanent and perpetual easement to install, repair, replace, inspect, maintain and use a 20 foot wide utility easement over, across and under the real property of Grantor, located in the Southeast quarter of Section 8, Township 6 North, Range 1 West, SLB&M, City of Ogden, County of Weber, State of Utah, and said easement more particularly described as follows:

A 20 foot wide easement, 10.00 feet on each side of the following described line;

**Phase I**

Beginning at a point on the grantors east property line, said point is located north, 40.02 feet and west, 65.42 feet from a Weber County Brass Cap Monument, marking the intersection of Washington Blvd. and North Street; thence *11-035-0029* ~~West~~ 75°01'52" West a distance of 195.83 feet; thence North 89°31'54" West, a distance of 504.74 feet to a point on the east boundary of Pinebrook Phase 2, and the terminus of said easement; and continued as:

**Phase II**

Beginning at a point on the grantors west property line, said point is located north, 16.19 feet and east, 47.61 feet from a Weber County Brass Cap Monument, marking the intersection of Harrisville Avenue and North Street; thence 62°12'48" East a distance of 82.51 feet; thence South 89°31'54" East, a distance of 461.14 feet to a point on the west boundary of Pinebrook Phase 1, and the terminus of said easement.

Grantee, its officers, agents and employees, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described permanent easement and all rights reasonably necessary or incident to the grant of said easement.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

No permanent buildings, hard surface improvements or trees shall be placed on the property granted herein as easement and Grantee shall not be liable for their removal if they are so placed.

In the event of any repair, replacement, inspection or maintenance work, Grantee shall restore the surface of the ground to the same condition in which it was before the start of such work, as near as such restoration can be made.

All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

DATED this *23* day of *MARCH* 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Easement Agreement to be duly executed as of the date first above written.

1530456 BK1916 PG672  
DOUG CROFTS, WEBER COUNTY RECORDER  
23-MAR-98 836 AM FEE \$4.00 DEP HB  
REC FOR: OGDEN CITY

