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RIGHT OF WAY GRANT

The undersigned, RALPH V. COOK hereinafter referred to as GRANTOR, for the sum of TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, convey and set over unto, PLEASANT VIEW CITY, A MUNICIPAL CORPORATION, hereinafter referred to as GRANTEE, its successors and assigns, a non-exclusive and perpetual right of way of ingress and egress, over and through a parcel of the GRANTOR'S land, more particularly described as follows:

- A TWENTY FOOT, (20), PUBLIC UTILITY EASEMENT, TEN FEET, (10), ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
- A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1477.74 FEET, NORTH 89 DEG 34 MIN 13 SEC WEST ALONG THE SECTION LINE AND 792.71 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 26 DEG 03 MIN 27 SEC WEST 441.69 FEET; THENCE NORTH 30 DEG 33 MIN 40 SEC WEST 731.47 FEET; THENCE NORTH 26 DEG 09 MIN 45 SEC WEST 712.59 FEET.

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To have and to hold thesame unto the GRANTEE, its successors and assigns, representatives and agents to enter upon the acve described property for the purposes of installation, repair, replacement and maintenance of public utilities, including but not limited to electrical, sewer, culinary water, secondary water, fiber optics, communication and strom drain lines through the real property described.

Neither the GRANTOR or the GRANTEE, shall build or construct or permit to be built or constructed, any fencing or any buildig or other improvement, over and across said right of way, nor change the contour of said right of way without the express written agreement of both GRANTOR and GRANTEE.

This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

This agreement may be signed in counterparts and when each are combined in their entirety shall evidence the consent of all parties to this agreement

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement grant this day of May 2007. This document when signed in counter parts and when all counter parts are combined as one shall be deemed a full and complete agreement.

State of Utah County of Weber

On this the 20 day of July, personally appeared before me, Herraes V. Con.

the signers of the foregoing agreement in the capacity stated therein, who duly acknowledged to me that the document was executed by them in the capacity stated and in accordance with a resolution passed by its board of directors, operating or partnership agreement.

Dellie O. Coudnu



