



\*W2472152\*

**GRANT OF EASEMENT**

WHEREAS, Anthony J Bown and Shawna L. Bown, hereinafter called the Grantors, owners and entitled to possession of real property situated in North Ogden City, Weber County, Utah;

WHEREAS, North Ogden City Corporation, a municipal corporation in the State of Utah, hereinafter called the Grantee, is desirous of obtaining a public utility 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 \$ 15,100.00 to the Grantors paid by the Grantee, receipt of which is hereby acknowledged, said Grantors hereby conveys and grants to the Grantee, its successors, transferees and assigns, the 60 foot wide perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain public and private underground utility lines in North Ogden City, Utah; in, over, upon, across and through those portions of Grantor's land as follows:

A part of Section 32, T7N, R1W, SLB & M located in North Ogden City, Weber County, Utah, more particularly described as follows: A 60 foot wide utility easement beginning at a point on the south line of Grantors property, said point being on the north line of Hidden Willows Estates Subdivision First Amendment, said point further described as being N 84°23'32" W along the north line of said subdivision 10.05 feet from the northeast corner of Lot 6-R of the said Hidden Willows subdivision, and running thence North 260 feet more or less to the north line of Grantors property; thence N 88°55'51" W along said north line of Grantors property 60.01 feet; thence South 260 feet more or less to the north line of said subdivision; thence S 84°23'32" E 60.28 feet to the point of beginning. Contains 0.358 acre (15,594 s.f.)

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 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, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface with like planting as near as can be to its original condition within the easement area.

WITNESS THE HANDS of Grantors this 22nd day of March 2010.

*[Signature]*

Anthony J. Bown

*[Signature]*

Shawna L. Bown

STATE OF CALIFORNIA  
COUNTY OF Los Angeles



On the 22nd day of March 2010, personally appeared before me,

Anthony J. Bown & Shawna L. Bown, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at 29310 Castlehill Dr Agoura Hills, CA 91301

My commission Expires April 15, 2011  
(Seal)

Notary Public *[Signature]*  
Notary Public

ACCEPTANCE  
North Ogden City hereby accepts this grant of easement:

By: Richard A. Harris  
Mayor Richard Harris

EH 2472152 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
12-MAY-10 241 PM FEE \$10.00 DEP KKA  
REC'D FOR: NORTH OGDEN CITY

Date: 11 May 2010

Attest:  
S. Annette Spendlove  
City Recorder

11 May 2010

17-068-0011 = A  
18-056-0059