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BOOK 103 PAGE 485

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STATE OF UTAH } 88  
COUNTY OF CACHE }  
FILED AND RECORDED FOR  
Logan City  
JAN 10 8 47 AM '67

IN BOOK 103 OF RECORD  
PAGE 485-486  
GRETTA B. SMITH  
COUNTY RECORDER  
DEPUTY D. Bott

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Fur Breeder's Association

The GRANTOR, herein, in consideration of the sum of \$1.00 and other valuable consideration to him (them) in hand paid by the CITY OF LOGAN, the Grantee herein, the receipt of which is hereby acknowledged, does hereby grant, release and convey to the CITY OF LOGAN, in the COUNTY OF CACHE, STATE OF UTAH, a Municipal Corporation, its successors and assigns, a construction easement 35 feet wide and lying 17.5 feet of each side parallel and adjacent to the description following, for the purpose of constructing, a sanitary sewer, tributary connections and appurtenant work in any part of said easement, and GRANTOR herein does hereby grant, release and convey to the CITY OF LOGAN, in the COUNTY OF CACHE, STATE OF UTAH, a Municipal Corporation, its successors and assigns forever, a perpetual easement over, under and through the following described real estate for the purpose of using, replacing and maintaining a sanitary sewer, tributary connections and appurtenant work in any part of said easement including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement over said easement for said purposes, said easement to be 20 feet wide and lying 10 feet of each side parallel and adjacent to the following described center line:

Beginning at a point North 155 feet from the SW Corner of Lot 5, Block 25, Plat A, Logan Farm Survey, thence South 35° East 21 feet, thence South 172 feet, more or less, to the South line of said Lot 5, being 12 feet East of the SW Corner of said Lot 5, and being in the SE 1/4 of Section 32, T12N, R1E, S. L. B. & M.

This easement is executed and delivered and said easement is granted upon the following conditions, to-wit:

1. Grantor, his (their) heirs and assigns, hereby release the City of Logan, its agents and employees, assigns and successors from any and all liability for damage to his (their) remaining lands resulting from this conveyance and construction and maintenance of said sewer, provided the GRANTEE, its agents and employees, assigns and successors, shall, as soon as practicable after construction of said sewer and all subsequent alterations and repairs thereunto, restore all property of the GRANTOR, to a neat and presentable condition, this covenant to run with the land.

2. The rights granted herein shall not be construed to interfere with or restrict the GRANTOR, his (their) heirs or assigns use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer. No buildings shall be placed upon granted property, however,

without the written consent and permission of the City.

TO HAVE AND TO HOLD said premises to said GRANTEE, the CITY OF LOGAN, CACHE COUNTY, UTAH, a Municipal Corporation, its successors and assigns forever for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, THE GRANTOR, has (have) hereunto set his (their) hand this 27 day of April, 1966.

Fur Breeders Agricultural Cooperative

Alma O. Erekson

President

GRANTOR

STATE OF Salt Lake Utah )  
County of Salt Lake ) SS

On this 27 day of April, 1966,  
personally appeared before me, Alma O. Erekson, President  
Fur Breeders Agricultural Cooperative

the signer of the foregoing instrument, who duly acknowledged to me that  
he executed the same.

Charles L. Searle

Notary Public for State of Utah  
Residing at Lehi, Utah

Commission Expires: March 15, 1970

