

EASEMENT AGREEMENT

A SEWER AND UTILITY CONSTRUCTION EASEMENT
BERNCO LIMITED PARTNERSHIP
PARCEL 03-006-0003

BERNCO LIMITED PARTNERSHIP , ("Grantor"), in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and warrants against all claiming by, through or under Grantor, to the CITY OF LOGAN, a municipal corporation of the State of Utah ("Grantee"), a perpetual use of right to easement and right of way upon, under, across and through Parcel 03-006-0003, for the purpose of constructing, maintaining, repairing and replacing thereon, an underground piped sewer system and related appurtenances described as follows;

Two strips of land;

One strip of land (20) twenty feet wide as a Permanent Easement for the construction and maintenance of a sewer pipe line and related appurtenances along the west and north property lines, with an additional strip of land (100) one hundred feet wide as a Temporary Construction Easement for the construction of a sewer pipe line and related appurtenances as described as follows:

One (20) twenty feet wide strip of land along the northwest property line (adjacent to the UDOT ROW), the center of which begins on the west property line at a point 10 feet southeast of the northwest property line (perpendicular to UDOT ROW), thence northeast 190feet M/L to the north property line to a point 10 feet southeast of the northwest property line (perpendicular to UDOT ROW), thence beginning at a point 10 feet south of the north property line, east along the north property line 50 feet to a point 10 feet south of the north property line of Parcel 03-006-0003 to serve as the Permanent Easement.

And 50

Another strip of land (100) one hundred feet wide in addition to the (20) twenty feet described above as a Temporary Construction Easement for the construction of a sewer pipe line and related appurtenances along the northwest property line described as follows:

A (100) one hundred feet wide strip of land along the northwest property line (adjacent to the UDOT ROW), the center of which begins on the west property line at a point 50 feet southeast of the northwest property line (perpendicular to UDOT ROW), thence northeast 260feet M/L to the north property line to a point 50 feet southeast of the northwest property line (Perpendicular to UDOT ROW) of Parcel 03-006-0003 to serve as a Temporary Easement.

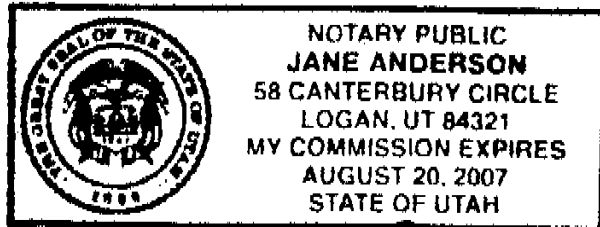
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Date 17-May-2004 11:18AM Fee \$0.00
Michael Glead, Rec. - Filed By TJ
Cache County, UT
For LOGAN CITY

Grantee hereby covenants and agrees that, upon the exercise of any of its rights hereunder, Grantee will restore the Easement Area to substantially the same condition as existed immediately prior to Grantee's exercise of such rights, including, without limitation, backfilling and compaction of any excavation areas, and the reasonable repair of any landscaping or surface improvements damaged as a result of Grantee's exercise of such rights.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of this 14th day of May, 2004.

GRANTOR

Patricia B. Hancey
Bernco Limited Partnership
General Partner
GRANTEE



Jane Anderson

CITY OF LOGAN, a municipal corporation of the State of Utah

By: Douglas E. Thompson
Name: DOUGLAS E THOMPSON
Title: MAYOR

Attest:

By: Ross Price
Name: ROSS PRICE
Title: Recorder

Ent 861934 Bk 1298 Pg 1966