

WITNESSED BY VERIFIED

E# 1137751 BK1598 PG0633  
DOUG CROFTS, WEBER COUNTY RECORDER  
24-APR-91 427 PM FEE \$000.00 DEP MH

**GRANT OF EASEMENT FOR: NORTH\_OGDEN\_CITY**

WHEREAS, BOYER NORTH OGDEN ASSOCIATES, hereinafter called the Grantor, owner and entitled to possession of real property situated in North Ogden City, Weber County, Utah;

WHEREAS, NORTH OGDEN CITY CORPORATION, hereinafter called the Grantee, is desirous of obtaining and easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantor is willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$ 10.00 to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain general utilities in, over, upon, across and through those portions of Grantor's land lying in Lot 9, Plat "B" North Ogden City Survey as follows:

PT 18-142-0014

A part of Lot 9, Plat "B" North Ogden City Survey: Beginning at a point at the Southwest corner of the Grantors property on the East line of Washington Blvd, which is North 89° 45' West 1089.0 feet and North 0° 15' East 576.84 feet from the Southeast corner of said Lot 9, running thence South 89° 45' East 7.00 feet along the South line of the Grantors property; thence North 0° 15' East 86.00 feet; thence North 70° 00' East 26.00 feet to the North line of the Grantors property; thence North 89° 45' West 31.40 feet along said North line to the West line of the Grantors property which is also the East line of Washington Blvd.; thence South 0° 15' West 95.00 feet along said West line and East line of Washington Blvd. to the point of beginning.

Grantor 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 Grantor, her 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 landscaping, sprinkler irrigation systems, sidewalks, existing utilities servicing the property, fences, ditches, pipelines, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface as near as can be to its original condition within the easement area.

WITNESS THE HANDS of Grantor this 11<sup>th</sup> day of April, 1991.

By: [Signature]  
H. ROGER BOYER  
Its General Partner

STATE OF UTAH )  
COUNTY OF Salt Lake )

On the 11<sup>th</sup> day of April, 1991, personally appeared before me,

[Signature]

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

Residing at: Salt Lake County DeWine St Balli

My Commission Expires 4-28-93

