

## EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joseph K. Gilgen and Jolene P. Gilgen, Trustees as GRANTORS, hereby grant, convey, sell, and set over unto the North Logan City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, that portion of a perpetual right-of-way and easement lying within the GRANTORS' land to lay, maintain, operate, repair, inspect, protect, install, remove and replace potable water pipelines, valve boxes and other transmission and distribution structures and facilities, hereinafter called FACILITIES, said perpetual right-of-way and easement being situated in Cache County, State of Utah over and through that portion of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof more particularly described as follows:

Beginning at a point on an old fence line, said point being North 89°26'32" West along said old fence line 1408.67 feet from the East Quarter Corner of Section 13, Township 12 North, Range 1 East, Salt Lake Base and Meridian and running thence South 13°18'04" East parallel to and 25' Westerly of a pole line 116.30 feet; thence South 13°13'48" West 2135.42 feet parallel and 25 feet Westerly of a pole line 2135.42 feet; thence South 01°53'57" East 549.74 feet; thence South 16°07'13" West parallel to and 25 feet Westerly of a pole line 1013.01 feet; thence South 54°38'58" West 108.69 feet to a point 10 feet East of an old fence line; thence South 01°40'13" East parallel to and 10 feet Easterly of said fence line 192.57 feet to the South line of the Northeast Quarter of the Northeast Quarter of Section 24, Township 12 North, Range 1 East, Salt Lake Base and Meridian.

Together with an easement over the following described right-of-way: Beginning at the center of the Northeast Quarter of said Section 24; thence South 709 feet more or less to Canyon Road; thence East 20 feet; thence North 709 feet more or less to a point 20 feet East of beginning; thence West to beginning.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said FACILITIES. During construction periods, GRANTEE and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said FACILITIES. The Contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS' shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through said FACILITIES.

ENT 632370 Bk 680 Pg 657  
DATE 2-JAN-1996 2:32PM FEE 0.00  
MICHAEL L GLEED, RECORDER - FILED BY JH  
**CACHE COUNTY, UTAH**  
FOR NORTH LOGAN CITY

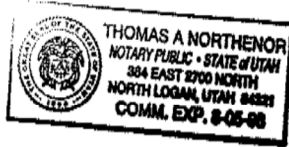
GRANTORS' shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS' and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS' have executed this right-of-way and easement, this 28 day of Nov, 1995.

Joseph K. Gilgen  
Judene P. Gilgen  
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STATE OF UTAH )  
                  :  
COUNTY OF CACHE)

On the 27th day of November, 1995, personally appeared before me Joseph K. Gilgen & Judene P. Gilgen the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



Thomas A. Northenor  
Notary Public