

EASEMENT

This indenture made this 11th day of July, 1980
by and between 2200 North Main, A Partnership

Grantor, and the City of North Logan, Utah, a municipal corporation of the State of Utah, Grantee.

WITNESSETH, that for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the City of North Logan, Utah, a 20 foot wide permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time they see fit, and construct, maintain, and repair underground pipelines and or mains for the purpose of conveying sewerage over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and or trenches for the location of said pipelines and or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the construction of pipelines and or mains.

The real property subject to this easement and right-of-way is located in the County of Cache, State of Utah, and has the following described centerline:

Beginning at a point on the Grantor's North property line and East 10 feet of the Northwest Corner of Lot 5, Block 11, Plat D, Logan Farm Survey, said point being further described as being on the South right-of-way line of 2200 North; thence South, parallel to the West line of said Lot 5, 260 feet to a point on the Grantor's South property line.

435042
(FEE \$4.00)

STATE OF UTAH
COUNTY OF CACHE
North Logan City
AUG 8 5 45 AM '80

CLERK OF WATER
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Together with a 30 foot wide temporary construction easement lying immediately adjacent to and of the above described permanent easement.

To have and to hold said easement unto the City of North Logan, Utah, and unto its successors and assigns forever.

Grantor does hereby covenant with the City of North Logan, Utah, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

By acceptance of this easement, Grantee agrees, that in exercising the rights herein granted, to repair and restore the premises and to be liable for any structural damage that may result from its negligence.

[Signature]
Partner - 2200 North Main, a Partnership

ATTEST:

Grantor (s)

City Clerk

STATE OF UTAH)
) ss.
County of Cache)

On this 11th day of July, 1980, before me, the undersigned, a Notary Public in and for the State of Utah, personally appeared Alan H. Hester

Known to me to be the person (s) whose name (s) is subscribed to the foregoing instrument, and acknowledged to me that (t) he (y) executed the same.

[Signature]
Notary Public
Residing at Cannonville, Utah