

**GRANT OF EASEMENT**

WHEREAS, Dewey W. Anderson and Rena F. Anderson his wife, hereinafter called Grantors, owners 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 an easement over and along a portion of said property, as more particularly hereinafter described; and

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

NOW, THEREFORE, in consideration of the sum of \$ 200.00 to the Grantors paid by the Grantee, receipt of which is hereby acknowledged, said Grantors hereby conveys and grants to the Grantee, its successors, transferees and assigns, the 15 foot wide perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a waterline and storm drainage system with associated appurtenances, in, over, upon, across and through those portions of Grantors' land lying in Section 27, Township 7 North, Range 1 West as follows:

A part of the southwest quarter of Section 27, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey described as follows:

Beginning 1,058.33 feet North and 711.00 feet East of the Southwest corner of the Southwest quarter of Section 27; and running thence East 15 feet; thence North 228.67 feet, more or less, to the South line of 2750 North Street; thence West 15 feet; thence South 228.67 feet, more or less, to the point of beginning.

Together with a 30 foot wide temporary construction easement, lying Westerly, parallel and adjacent to the East line of above described perpetual easement.

Grantors 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 Grantors, their 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 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 Grantors this 9<sup>th</sup> day of June 1995.

*Dewey W. Anderson* *Rena F. Anderson*

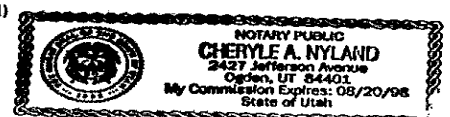
STATE OF UTAH )  
COUNTY OF WEBER )

On the 9 day of June 1995, personally appeared before me,

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

Residing at: Ogden, Utah Cheryl A. Nyland  
My commission Expires Aug. 20, 98 Notary Public

(Seal)



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