

38287

E A S E M E N T

This Easement made and entered into this ____ day of _____, 1986, by and between E.D. JACOBSON and LAVON R. FULLMER hereinafter referred to as party of the First Part, and PAYSON CITY, a Municipal Corporation, hereinafter referred to as party of the Second Part.

WITNESSETH: For and in consideration of the sum of one (\$1.00) and other good and valuable consideration, cash in hand paid, receipt of which is hereby acknowledged. The party of the First Part, do bargain, sell, convey, and transfer and deliver unto Payson City, a Municipal Corporation, a permanent easement and right of way, including a perpetual right to enter upon the real estate hereinafter described for the purpose of maintaining a water line easement, over and through the lands hereinafter described. The description of this easement and right of way, is located in the County of Utah, State of Utah, and more particularly described as follows:

A 15-foot wide permanent water line easement located 7-1/2' on each side of the following described centerline:

Beginning at a point which falls South 343.30 feet, and West 183.97 feet from the Northeast Corner of the Southeast Quarter of Section 27, Township 9 South, Range 2 East, Salt Lake Base & Meridian, said point is also being on the South boundary of the Payson City Golf Course: thence South 15 degree 31' 04" East 106.36 feet: thence South 1 degree 57' 45" East 130.54 feet: thence South 5 degree 19' 58" East 83.65 feet more or less to the North line of the South half of the Northeast Quarter of the Southeast Quarter of said Section 27.

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RECORDED AT THE REQUEST OF
Payson City
1986 NOV - 7 AM 9:47
NINA S. PERD
UTAH COUNTY RECORDER
[Signature]

Also, a 45-foot wide temporary construction easement of 30ty days located 22-1/2' on each side of the above described easement.

The party of the Second Part agrees to repair all damages done to the property and place it back in the same condition as when the Second Party entered.

To have and to hold said Easement and right of way unto the Payson City, a Municipal Corporation, its successors, and assigns forever.

PARTY OF THE FIRST PART

Harold L. Robinson
Robert R. Fulmer
E. Robinson

PARTY OF THE SECOND PART

PAYSON CITY, a Municipal Corporation

BY: Arthur J. Tompkins
MAYOR - PARTY OF THE SECOND PART

ATTEST:

Donna Kay Dennis
PAYSON CITY RECORDER

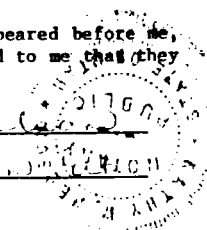
STATE OF UTAH)
(SS:
COUNTY OF UTAH)

On the 9th day of Oct, 1986, personally appeared before me, Arthur J. Tompkins, who duly acknowledged to me that they signed the above instrument.

Arthur J. Tompkins
Notary Public

Residing at: Payson, Utah

My Commission Expires: 10/1/87

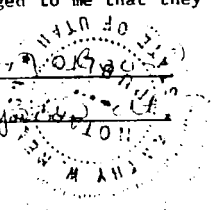


STATE OF UTAH)
(SS:
COUNTY OF UTAH)

On the 9th day of Oct, 1986, personally appeared before me,
Richard S. [unclear], who duly acknowledged to me that they
signed the above instrument.

Richard S. [unclear]
Notary Public
Residing at: Payson Utah

My Commission Expires:
11-11-81



STATE OF UTAH)
(SS:
COUNTY OF UTAH)

On the 22nd day of October, 1986, personally appeared before me
CURTIS D. ARRINGTON and KAY FURNISS who being by me duly sworn did say, each for
himself, that he, the said CURTIS D. ARRINGTON, is the Mayor and she, the said
KAY FURNISS, is the City Recorder of Payson City Corporation and that the within
and foregoing instrument was signed in behalf of said corporation by authority of
a resolution of the City Council and said CURTIS D. ARRINGTON and KAY FURNISS,
each duly acknowledged to me that said corporation executed the same and that the
seal affixed is the seal of said corporation.

Richard S. [unclear]
Notary Public
Residing at: Payson Utah

My Commission Expires:
2-6-89

