

## GRANT OF EASEMENT

WHEREAS, Jackson Land and Investment Company, hereinafter called the Grantors, owners and entitled to possession of real property situated in

WHEREAS, Roy 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, 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, ~~XXXXXXXXXXXXXXXXXXXX~~ and maintain a 12-inch culinary waterline in, over, upon and across and through those portions of Grantor's said land lying in Section 10, T5N, R2W, S1, B. & M. as follows:

08-051-0032, 0053

A TEN (10) FOOT PERMANENT EASEMENT LYING EASTERLY PARALLEL AND ADJACENT TO THE EAST RIGHT-OF-WAY LINE OF MIDLAND DRIVE, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH RIGHT-OF-WAY LINE OF 4000 SOUTH STREET AND THE NORTHWEST CORNER OF GRANTORS PROPERTY RUNNING THENCE SOUTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF MIDLAND DRIVE 730 FEET MORE OR LESS TO THE SOUTH LINE OF GRANTORS PROPERTY, TOGETHER WITH A FIFTEEN (15) FOOT TEMPORARY CONSTRUCTION EASEMENT LYING EASTERLY PARALLEL AND ADJACENT TO THE ABOVE DESCRIBED PERMANENT EASEMENT.

EXHIBIT "A" ATTACHED

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 Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent building 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 20th day of July 1988.

STATE OF UTAH )  
COUNTY OF )

Etha T. Jackson  
Glen H. Jackson

On the 20th day of July 1988, personally appeared before me,

Etha T. Jackson and Glen H. Jackson  
his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at Roy, Utah  
My Commission Expires 1/20/89

Michael J. [Signature]  
Notary Public  
(Seal)



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1051341

DOUG CROFTS  
WEBER COUNTY RECORDER  
DEPUTY

*Maggie Hamblin*  
JUL 7 1 30 PM '88 *No Fee*

FILED AND RECORDED FOR

*Roy City*

PLATED  
ENTERED

☐ VERIFIED  
☒ MICROFILMED

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