

GRANT OF EASEMENT

Walter Wangsgard and Wife Ethel N. Wangsgard

Grantors of Weber County, State of Utah, hereby grant and convey to Huntsville South Bench Canal Company, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration of one (\$1.00) dollar, and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The land owned by Grantors which is subject to the easements hereinafter described is situated in Weber County, State of Utah, and is specifically described as:

All of the West 1/2 of the NW 1/4 of Section 24, T6N, R1E, S.L.B. & M., U.S. Survey: Except County Road and except that portion of the South 1436 feet thereof lying West of the County Road, and except that portion sold to U.S.A. by deed in Book 122 at page 246.

The easements hereby granted consist of a perpetual easement to construct, install, reconstruct, operate, repair, replace and maintain a lined irrigation ditch and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline; and a temporary initial construction easement for a period of one year from the date of this instrument, said temporary easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side of and parallel and adjacent to the below described centerline, which centerline traverses part of the above described land:

A part of the NW 1/4 of Section 24, T6N, R1E, S.L.B. & M., U.S. Survey: Beginning at a point 125 feet South of the NW Corner of property owned by Walter Wangsgard and being the South line of the State Highway, said point of beginning being on the East line of said property and its intersection with the South Bench Irrigation Ditch, thence Northwesterly 384 feet, more or less, following said ditch to an existing culvert under the State Highway.

Grantee, in accepting this grant, agrees and covenants to abide by the following terms and conditions:

1. Any and all damage done to any fences will be fully repaired and the fences will be replaced in their existing condition.

Dated this 18th day of Aug., 1966

GRANTORS:

Walter Wangsgard  
Ethel N. Wangsgard

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

On the 18th day of Aug., 1966, personally appeared before me Walter Wangsgard + wife Ethel N. Wangsgard. The signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL)

Adrian Janse  
Notary Public  
Residing at: Huntsville Utah

My commission expires: 3-12-68

ACCEPTANCE:

The foregoing Grant of Easement and the conditions thereby imposed upon Huntsville South Bench Canal Company are hereby accepted by the Company and the Company agrees to comply with said conditions.

HUNTSVILLE SOUTH BENCH CANAL COMPANY

By: Louis E. Buhley  
Title: President

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

On the 18th day of Aug., 1966, personally appeared before me Louis E. Buhley, who duly acknowledged to me that he is the President of Huntsville South Bench Canal Company, and that the within and foregoing instrument was signed in behalf of said Company by Authority of a resolution of its Board of Directors, and the said Board duly acknowledged to me that said Company executed the same.

(SEAL)

Adrian Janse  
Notary Public  
Residing at: Huntsville Utah

My commission expires: 3-12-68

478751

3.00  
FILED AND RECORDED FOR  
Huntsville South Bench Canal  
1966 SEP 15 11 30 AM

Printed  Indexed    
Recorded  Abstracted   
Computed  Page

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY Wangsgard