

North Ogden City
505 E. 2600 N.
N. Ogden, Ut

GRANT OF EASEMENT

WHEREAS, Richard Dix Buckway and Ardele M. Buckway, His Wife, hereinafter called the 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, 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 \$1.00 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, reconstruct, operate, repair, replace and maintain a storm drain line in, over, upon and across and through those portions of Grantor's said land lying in North Ogden City, Weber County, Utah, as follows:

A 75 foot wide construction easement, 10" on the South side and 65' on the North side of the following described centerline: And a 20' wide permanent easement 10' on the South side and 10' on the North side of following described centerline:

A part of lot 41 & Lot 47, Plat "B", North Ogden survey: Beginning at a point on the Grantor's East Property Line, said point being on the East line of Lot 47, 80.87 feet North of the Southeast corner of Lot 47, and running thence N. 89°45'W. 1197.7 feet more or less to a point on the Grantor's West Property Line.

Grantors shall, subject to the Grantee's right 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 19th day of Dec 1977.

R. Dix Buckway
Ardele Buckway

STATE OF UTAH
COUNTY OF WEBER

On the 19th day of Dec 1977, personally appeared before

me, R. Dix Buckway and Ardele Buckway, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they execute the same.

Residing at: N. Ogden, Utah
My Commission Expires: 1-7-81

Geo M. Christensen
Notary Public
(Seal)

18-049-0013, 004
18-048-0033

028

SEC. 1216 REG. 112

no fee

FILED AND RECEIVED FOR
1977 DEC 20 PM 12:26

North Ogden City

722542

RUTHERFORD L. SEN
WESEE C. CORDER
DEPUTY

Shirley

Platted	<input type="checkbox"/>	Indexed	<input checked="" type="checkbox"/>
Photocopied	<input type="checkbox"/>	Card 18	<input type="checkbox"/>
Microfilmed	<input type="checkbox"/>	Abstracted	<input type="checkbox"/>