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EASEMENT CONTRACT

OGDEN LODGE 719, BENEVOLENT AND PROTECTIVE ORDER OF ELKS, and B.P.O. ELKS, both Corporations of the State of Utah, Grantors, hereby WARRANT AND CONVEY unto OGDEN CITY, a Municipal Corporation of the State of Utah, and WEBER COUNTY, a Public Corporation of the State of Utah, Grantees, an easement and right-of-way for the construction of a storm sewer and appurtenant structures on the Grantors' land situated in Weber County, Utah, to-wit:

A perpetual easement and right-of-way ten (10) feet wide being four feet on the easterly and northerly side and six feet on the westerly and southerly side of the following described centerline with an additional temporary construction easement fifteen (15) feet wide adjacent to and along the easterly and northerly side of the perpetual easement and right-of-way.

A part of Lots 5 and 8, Block 19, Plat "A", Ogden City Survey.

Beginning at a point 6 feet South 89°02' East of the Southwest corner of said Lot 8 and running thence North 0°58' East 6 feet; thence North 89°02' West 339.5 feet, more or less to a point on the west line of said Lot 5.

1700 6100-110-10 0041

This conveyance being executed for and in consideration of the sum of One dollar (\$1.00) in hand paid to said Grantors by the said Grantees, Ogden City and Weber County, the receipt of which is hereby acknowledged, said payment being full compensation and settlement for the perpetual and temporary easements described above.

It is expressly understood and agreed that said Grantees, Ogden City and Weber County, shall, during the course of the construction, take such action as may be necessary to insure minimal damage to buildings, structures, fences, gates, irrigation pipes and ditches, sidewalks, driveways, grounds, trees, shrubs, and other landscaped areas and property within the construction area included in the above described perpetual and temporary easements. It is also understood and agreed that the limits of the above described temporary construction easement shall be clearly marked by the Grantees prior to commencement of construction, and that said Grantees shall take whatever action is necessary to confine the work, vehicles and materials to the aforementioned temporary construction easement area.

It is further expressly understood and agreed that said Grantees, Ogden City and Weber County, after laying said storm sewer line shall cause the excavation to be backfilled and compacted to prevent settlement, remove from the property excess rocks excavated from the trench, cover the pipeline, remove

excess backfill and overburden, and shall restore or replace all fences, gates, sprinkler systems, irrigation pipes and ditches, sidewalks, driveways, buildings, structures, and other property removed, destroyed, or damaged during the course of the construction; further, said Grantees, Ogden City and Weber County, shall restore or replace, to the extent practicable, any grounds, trees, shrubs, or other landscaped areas removed, destroyed, or damaged during the course of the construction, and shall leave the premises as near as can be to the original condition.

And it is further understood and agreed that the Grantees, Ogden City and Weber County, shall have the right of ingress and egress to and from the said perpetual easement and right-of-way at any and all times for the purpose of inspecting, maintaining, or repairing said storm sewer line. It is also understood and agreed that any trees, shrubbery, landscaped areas, or other property damaged or destroyed during the course of said inspection, maintenance, or repair of said storm sewer line, shall be replaced or restored by the said Grantees, Ogden City and Weber County.

Grantors shall, subject to the Grantees' 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 Grantees' consent in writing first had and obtained.

IN TESTIMONY WHEREOF, the Grantee, Ogden City, has caused this easement contract to be executed by its City Manager and attested by its City Recorder pursuant to a motion duly and regularly passed and adopted by the City Council of said City, and the Grantee, Weber County, has caused this easement contract to be signed by the Chairman of the Weber County Commission and attested by the Weber County Clerk, and the said Grantors have executed the same this

7<sup>th</sup> day of November, A.D., 1975.



OGDEN LODGE 719, BENEVOLENT AND PROTECTIVE ORDER OF ELKS and B.P.O. ELKS

BY: Cecil A. Brown  
CECIL A. BROWN  
President

ATTEST:

W. Arnold Wright  
W. ARNOLD WRIGHT  
Secretary

STATE OF UTAH )  
COUNTY OF WEBER)

On the 7<sup>th</sup> day of November, A.D., 1975, personally appeared before me CECIL A. BROWN and W. ARNOLD WRIGHT who being by me duly sworn, did say that CECIL A. BROWN is the President and W. ARNOLD WRIGHT is the Secretary, respectively, of OGDEN LODGE 719, BENEVOLENT AND PROTECTIVE ORDER OF ELKS, INCORPORATED, and B.P.O. ELKS, INCORPORATED, and that said instrument was signed in behalf of said Corporations by authority of resolutions of their Boards of Directors and the said CECIL A. BROWN and W. ARNOLD WRIGHT acknowledged to me that said Corporations executed the same.

Frederick Merrill  
NOTARY PUBLIC

Residing at Ogden Utah

My Commission Expires Sept 10, 1979

OGDEN CITY, A Municipal Corporation

by R.L. Larsen  
R.L. LARSEN, City Manager

Grantee

ATTEST:

Donna Adam  
DONNA ADAM, City Recorder

Approved as to Form: \_\_\_\_\_

City Attorney

Approved as to Funds: Sumner Hunter

City Director of Finance

WEBER COUNTY, a Public Corporation

by Boyd K. Storey  
BOYD K. STOREY  
Chairman, Weber County Commission

Grantee

650361

ATTEST:

Wendell L. Hansen  
WENDELL L. HANSEN  
Weber County Clerk

Approved: Robert L. Reiley

County Attorney

FILED AND RECORDED FOR  
Ogden City  
1975 NOV 12 AM 9:43

- Plotted
- Indexed
- Photocopied
- Card file
- Microfilmed
- Abstracted

RECORDED AND INDEXED  
WEBER COUNTY CLERK  
DET. Joseph H. Culver