

PLATED VERIFIED
ENTERED MICROFILMED

E# 1102385 B:1576 PG1648
DOUG CROFTS, WEBER COUNTY RECORDER
NO BUILD EASEMENT
1990 FEB 27 2:53 PM FEE 9.50 DEP MH
REC FOR JIM STACEY

The Amalgamated Sugar Company, a corporation organized and existing under the laws of the State of Utah, with its principal office at Ogden, Utah, Weber County, Grantor, hereby conveys to James W. Stacey and Thomas E. Norman, of Ogden, Utah, Grantees, for one dollar and other good and valuable consideration, an easement to prohibit the construction, erection, or placement of buildings or structures upon the following described land which Grantor owns, to-wit:

01-019-0023 ✓
A part of Lot 9, Block 23, Plan A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at a point which is North 0°58' East 104.02 feet from the Southeast corner of said Lot 9 and running thence North 89°00'16" West 147.00 feet, thence North 0°58' East 10.00 feet, thence South 89°00'16" East 147.00 feet, thence South 0°58' West 10.00 feet to the point of beginning.

The Easement shall benefit Grantees' lot immediately to the south of the Easement and more particularly described as follows:

PARCEL AB

A part of Lots 3, 9, & 10, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah, beginning at the Northeast Corner of said Lot 10 and running thence South 0°58' West 60.85 feet, along the East line of said Lot 10, thence North 89°04'48" West 419.00 feet parallel to the North line of said Lot 10, thence North 0°58' East 60.85 feet to the North line of said Lot 3, thence South 89°04'48" East 85.65 feet to the Northeast Corner of said Lot 3, thence North 0°58' East 82.46 feet, thence South 89°00'16" East 196.35 feet, thence North 0°58' East 22 feet, thence South 89°00'16" East 137 feet to the East line of said Lot 9, thence South 0°58' West 101.41 feet to the point of beginning. (Part of 01-019-0032)

Subject Easement conveys to Grantees a right to prohibit the above-ground construction, erection, or placement of buildings or structures on the Easement which would violate Section 504 of the 1988 Uniform Building Code, or any successor provision embodying the subject of set

backs necessary for openings of buildings, and Grantees acknowledge by acceptance of the Eastment that any relinquishment thereof or any above-ground construction, erection, or placement of buildings or structures within the Eastment would cause the existing building located on Grantees' lot to the south of the Easement to be in violation of Section 504 of the 1988 Uniform Building Code, or any successor provisions embodying the subject of set backs necessary for openings of buildings.

Subject Easement shall terminate if and when the building existing the date of this Easement immediately to the south of the Easement is demolished or removed.

The officers who sign this Easement are duly authorized by authority of the Board of Directors Grantor.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 26 day of February, 1990.



THE AMALGAMATED SUGAR COMPANY

By: [Signature]

On the 26th day of February, 1990, A.D. personally appeared before me Lawrence L. Corry and John R. Lemke who being by me duly sworn did say, each for himself, that he, the said Lawrence L. Corry is the Exec. Vice Pres. and he, the said John R. Lemke is the Corp. Secretary of The Amalgamated Sugar Company, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of its Board of Directors and said Lawrence L. Corry and John R. Lemke each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: August 1, 1992

[Signature]
Notary Public

Residing at Ray, Utah