

CONSTRUCTION EASEMENT



This Agreement is made on 6-13-, 2001, by and between Richard J. Spencer (Grantor), and OGDEN CITY (the "City"), a Utah Municipal Corporation (Grantee).

In consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant in perpetuity to the City an easement and authority to construct or replace sidewalk and permanent wall below the sidewalk, approximately at the face of Grantor's building. The purpose of this wall is to allow the area under the sidewalk to be filled with earth material and a new sidewalk constructed, all of which Grantor consents and approves, on the following described property:

Tax ID No: 04-041-0010

PART OF LOT 9, BLOCK 10, SOUTH OGDEN SURVEY, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 45 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9, RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 47 FEET; THENCE WEST 177 FEET 8 INCHES; THENCE SOUTH 47 FEET; THENCE EAST 177 FEET 8 INCHES TO THE PLACE OF BEGINNING.

TOGETHER WITH A RIGHT-OF-WAY FOR ALL PURPOSES OF INGRESS AND EGRESS 12 FEET WIDE IMMEDIATELY ADJOINING THE HEREINBEFORE RIGHT-OF-WAY BEING AS FOLLOWS: BEGINNING AT A POINT 45 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9; RUNNING THENCE WEST 177 FEET 8 INCHES; THENCE SOUTH 12 FEET; THENCE EAST 177 FEET 8 INCHES; THENCE NORTH 12 FEET TO THE PLACE OF BEGINNING.

It is further agreed as follows:

1. The City agrees that the work of constructing or replacing the sidewalk shall be performed and completed in good and workmanlike manner and in accordance with plans and specifications as prepared by the City.
2. The City assumes and agrees to pay for all loss, damage, injury or death, including costs and expenses incident thereto, caused to any person including Grantor, or to the property of any person including Grantor, by or during the construction of the sidewalk or by the maintenance and repair thereof, or by its presence or use; and the City shall indemnify Grantor against all liability for any such loss, damage, injury or death.
3. The authority hereby granted to the City is not assignable or transferable and shall cease if the sidewalk project be abandoned, or shall cease to be used for sidewalk and/or pedestrian purposes, or if the sidewalk and supporting structures shall not be constructed and installed within a period of two years from the date of this Agreement.

E# 1780987 BK2151 PG1732
DOUG CROFTS, WEBER COUNTY RECORDER
05-JUL-01 909 AM FEE \$1.00 DEP JFM
REC FOR: OGDEN.CITY

4. Grantor, its officers, employees, agents, business invitees, successors and assigns, shall at all times during the course of City's construction of the described improvements have continued access and entry to the subject easement property during regular business hours.

This Agreement shall run with the land and be binding upon the grantees, lessees, successors, and assigns of the parties hereto, unless terminated by the failure to construct it as specified above.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be duly executed as of the date first above written.

GRANTOR:

Richard J. Spencer

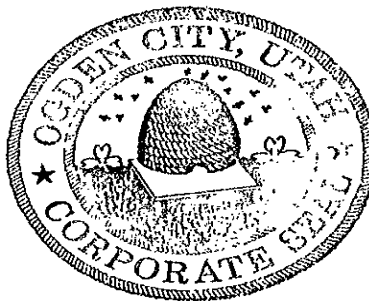
By Richard J. Spencer

OGDEN CITY CORPORATION, a Municipal Corporation

By Matthew R. Godfrey
Matthew R. Godfrey, Mayor
*mt
on
Jan*

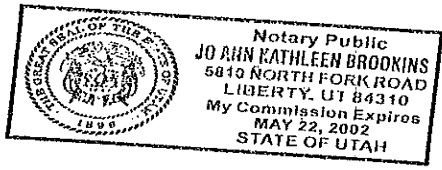
ATTEST:

Dalmon Wallwork
City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On June 25, 2001, personally appeared before me MATTHEW R. GODFREY, Mayor, and ~~GLORIA J. BERKELEY~~ Richard J. Spencer, City Recorder, of Ogden City, the signers of the within instrument, who duly acknowledged to me that they executed the same for and on behalf of said corporation by authority of its governing body.



Jo Ann Kathleen Brookins
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, as _____ of (Richard J. Spencer)

NOTARY PUBLIC