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BOOK 530 PAGE 5

STATE OF UTAH } SS
COUNTY OF WEBER }
FILED AND RECORDED FOR
Roy City
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EASEMENT CONTRACT

IN BOOK 530 OF RECORDS
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This agreement, made and entered into this 3rd day of April 1956, by and between Merlin N. Cook and Lyma B. Cook, husband and wife, Grantors, which expression shall include their heirs, executors, administrators, agents, or assigns where the context so requires or admits and Roy City, a municipal corporation of the State of Utah, Grantee, witnesseth:

WHEREAS, the grantor owns and has title to that real estate and real property located in Roy City, County of Weber, State of Utah, which is referred to below,

AND WHEREAS, the grantee desires a perpetual easement and right of way for a sanitary sewer and a temporary easement and right of way over the same for the construction of a sanitary sewer as is more fully herein set out,

NOW THEREFORE, it is hereby agreed as follows:

Grantor grants and conveys to grantee a perpetual easement and right of way ten (10) feet wide, being five (5) feet on each side of the following described centerline including the right to enter upon the real estate hereinafter described at any time that it, the said grantee, may see fit, and construct, maintain, and repair underground pipelines and/or mains for the purpose of conveying sewage over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth, and/or other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains; and a temporary easement and right of way to be used in connection with the construction of said sewer, the said temporary easement and right of way being twenty (20) feet wide, being ten (10) feet on each side of the following described centerline to wit:

A part of the Southwest Quarter of Section 11, Township 5 North, Range 2 West of the S.L.B. & M. described as follows: Commencing at a point in the centerline of 4400 South Street (66 feet wide), being the Northerly line of said Southwest Quarter of Section 11, and distance 1320 feet Westerly from the Northeast Corner of said Quarter Section; thence, Southerly 15 feet to the true point of beginning; thence, South 89°53' West 623 feet parallel with and distant 15 feet from said Quarter Section line; thence South 70°35' West 192 feet; thence South 34°20' West 300 feet; thence South 44°00' West 203 feet; thence North 82°55' West 219 feet; more or less, to a point 175 feet Easterly from and at right angles to the Union Pacific R.R. Right of Way. Also beginning at the intersection of a line 175 feet perpendicular distance from the East line of the Union Pacific R.R. Right of Way and the North line of said Southwest Quarter of Section 11; running thence Southerly parallel to and 175 feet from said R.R. Right of Way 1390 feet, more or less, to the South line of Grantor's property.

This conveyance being executed for and in consideration of the sum of

_____ paid to the grantor by the said grantee, Roy City, the receipt of which is hereby acknowledged. It is understood and agreed that the payment of the above stated consideration is in full payment, compensation and settlement of and for all damage to crops, trees, shrubbery and property which may be destroyed or injured by reason of use of said easement and right of way for the construction of said sanitary sewer as well as for the easement and right of way itself.

It is expressly understood and agreed that Roy City, after laying the said sanitary sewer, shall cause the excavation to be backfilled, the pipeline or lines or mains covered and remove from said premises and right of way, all excess dirt and overburden, leaving the said premises in as nearly the original condition as practicable.

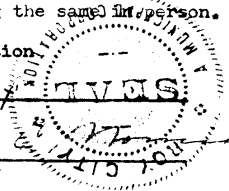
Further, it is understood and agreed that the said grantee, Roy City, shall have the right of ingress and egress to and from the said ten (10) foot perpetual easement and right of way at any and all times for the purpose of inspecting, maintaining or repairing said sanitary sewer.

And it is further understood and agreed that the grantor reserves the right to make reasonable adjustments in the alignment of said sewer on his land after it has been installed, by and with the consent of the grantee as to details thereof and at the sole expense of the grantor, provided that if such adjustments are made as herein, grantor grants to grantee a perpetual easement of the same nature as herein provided, five (5) feet on either side of the centerline of the new adjusted location of said sewer.

In Witness Whereof, the parties have hereunto set their hands and seals on the date first above written, the grantee signing by its Mayor and attested by its City Recorder, pursuant to a resolution duly and regularly passed and adopted by the City Council of said city and said grantor signing the same in person.

Roy City, a Municipal Corporation

By _____ Mayor
Lyma B. Cook ATTEST: _____
Grantors City Recorder



STATE OF UTAH)
COUNTY OF WEBER) ss

On the _____ day of _____, 1956 personally appeared before me Merlin N. Cook and Lyma B. Cook, husband and wife, two of the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public Residing at: _____
My Commission Expires: _____

