

EASEMENT CONTRACT

HARMON MILLSTREAM, INC., Grantors of Weber County, State of Utah, hereby WARRANT AND CONVEY unto OGDEN CITY, A Municipal Corporation of the State of Utah, Grantee, an easement and right-of-way for the installation, operation and maintenance of a fire hydrant on the Grantor's lands situated in Weber County, State of Utah, to-wit:

A part of lot 3, Block 66, Plat "C" of Ogden City Survey: Beginning at a point on the South line of 14th Street 29.67 feet South 0°58' West and South 89°02' East 338.08 feet from the Northwest corner of Said Lot 3; running thence South 0°58' West 5 feet; thence South 89°02' East 10 feet; thence North 0°58' East 5 feet; thence North 89°02' West 10 feet to the point of beginning.

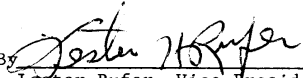
This conveyance being executed for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid to said Grantor by the said Grantee, Ogden City, the receipt whereof is hereby acknowledged. It being understood and agreed that the payment of the above stated consideration is in full payment, compensation and settlement of and for all damages to crops, trees, shrubbery and property which may be destroyed or injured by reason of the use of said easement and right-of-way for the installation of said fire hydrant, as well as for the easement and right-of-way itself.

It is expressly understood and agreed that Ogden City, after installing the said fire hydrant, shall cause the excavation to be backfilled, 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.

And, it is further understood and agreed that the said Grantee, Ogden City, shall have the right of ingress and egress to and from said perpetual easement and right of way at any and all times for the purpose of inspecting, maintaining or repairing said sewer line.

IN TESTIMONY WHEREOF, the Grantee has caused this easement contract to be executed in duplicate by its City Manager, and the said Grantor has executed the same in duplicate this 12 day of July, 1963.

HARMON MILLSTREAM INC.

By 
Lester Rufer, Vice-President

STATE OF UTAH)
(SS
COUNTY OF WEBER)

On the 12 day of July, 1963, personally appeared before me
LESTER RUFER, and being first duly sworn deposed and said that he is the
Vice-President of HARMON MILLSTREAM, INC., a Utah Corporation, and that the
foregoing easement contract was executed by him under authority from the
said corporation and he acknowledged that said HARMON MILLSTREAM, INC.
executed the same.

Christine D M Gaskin
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires:

June 18, 1967



OGDEN CITY, A Municipal Corporation

Samuel B. Hood
Samuel B. Hood, City Manager

ATTEST:

Mary E. Smith
Mary E. Smith, City Recorder

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Ogden City
JUL 12 1963

Edith D. W. Hub