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BOOK 804 PAGE 237

L. & T. No. 8562

AUDIT

FILED AND RECORDED FOR

State Road Comm.

MAY 3 AM 11 06

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY

EASEMENT AGREEMENT

15-8:171:E
1-15-8(6)334

PART of 6496 = 24 only
Plotted
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Compared

THIS AGREEMENT, made and entered into this 20th day of January, 1965, by and between The Ogden Union Railway and Depot Company, a corporation of the State of Utah, Grantor, and the State Road Commission of Utah, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of EIGHT HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$872.00) to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, hereby conveys unto the Grantee a temporary easement and right of way for the purpose of constructing thereon a channel relocation for Weber River and appurtenant parts thereof incident to the construction of a freeway known as Project No. 15-8, across portions of the property of the Grantor in the County of Weber, State of Utah, described as follows:

A rectangular tract of land situate in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 5 North, Range 1 West of the Salt Lake Meridian, in Weber County, Utah, bounded and described as follows:

Commencing at the northwest corner of that certain first described tract of land which was heretofore conveyed by Thomas Russell, et al, to The Ogden Union Railroad and Depot Company by warranty deed dated June 27, 1942, said corner being 1624 feet, more or less, distant south and 1644 feet, more or less, distant west from the northeast corner of said Section 6;

thence East along the north line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942, a distance of 323.1 feet to the true point of beginning of the tract of land hereby being described;

thence continuing East along the north line of said tract of land heretofore conveyed to The Ogden Union Railway and Depot Company by said deed dated June 27, 1942, a distance of 150.0 feet;

thence South, at right angles, a distance of 242.0 feet;

thence West, at right angles, a distance of 150.0 feet;

thence North, at right angles, a distance of 242.0 feet to the true point of beginning.

Containing an area of .83 of an acre, more or less.

After Weber River is relocated on above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said Weber River or appurtenant parts thereof, and upon the completion of such relocation this easement shall terminate and the State Road Commission of Utah shall have no further right, title or interest in the above described property.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its _____ President, and its corporate seal to be hereunto affixed by its _____ Assistant Secretary, the day and year first above written.

THE OGDEN UNION RAILWAY AND DEPOT COMPANY

By _____
President

Witness:
Attest: _____
Assistant Secretary

STATE OF _____)
County of _____) SS

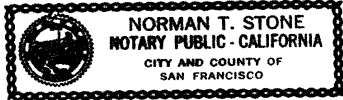
On the _____ day of _____, 196____,
personally appeared before me _____
and _____, who being duly sworn, did say that
they are the _____ President and _____ Assistant Secretary, respectively, of THE OGDEN UNION RAILWAY AND DEPOT COMPANY, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said _____
and _____ acknowledged to me that said corporation executed the same.

Notary Public
Residing at: _____

My commission expires:

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this _____ day of _____ JAN 29 65 in the year One Thousand Nine Hundred and Sixty
before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(65 Market St.) W. D. Lamprecht and T. F. Ryan, known to me to be the ~~the~~ President and Assistant Sec-
retary, respectively, of the corporation described in and that executed the within instrument,
and also known to me to be the persons who executed it on behalf of the corporation therein
named and they acknowledged to me that such corporation executed the same.



Corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal at my office in the City and County of San Francisco, the day and year in this certificate
first above written.

Norman T. Stone
Norman T. Stone, Notary Public in and for the City and County of San Francisco, State of
California.

My Commission Expires October 24, 1968.