

ENOS W. CONGER and MABEL B. CONGER, husband and wife

Grantors, hereby WARRANT AND CONVEY unto OGDEN CITY, a Municipal Corporation of the State of Utah, Grantee, an easement and right-of-way for the construction of a sanitary sewer and appurtenant structures on the Grantors' land situated in Weber County, Utah, to-wit:

A perpetual easement as described in (1), below, and a temporary construction easement as described in (2), below, less that portion now occupied by any permanent buildings and structures, to construct, reconstruct, maintain, and operate a sanitary sewer on, in, over, upon, or across that portion of the following real property situated in Ogden City, Weber County, Utah, owned by said Grantors:

(1) Perpetual Easement:

A part of Block 8, River Park Addition, in Ogden City, Weber County, Utah; Beginning at a point N89°02'W 12.32 feet from the northeast corner of Lot 4 in said Block 8; running thence S0°34'54"W 131.99 feet to the centerline of alley in said Block 8; thence N89°02'W 10 feet; thence N0°34'54"E 131.99 feet to the south property line of Ellis Street; thence S89°02'E 10 feet to the point of beginning.

(2) Temporary Construction Easement:

A part of Block 8, River Park Addition, in Ogden City, Weber County, Utah; Beginning at a point N89°02'W 2.32 feet from the northeast corner of Lot 4 in said Block 8; running thence S0°34'54"W 131.99 feet to the centerline of alley in said Block 8; thence N89°02'W 30 feet; thence N0°34'54"E 131.99 feet to the south property line of Ellis Street, thence S89°02'E 30 feet to the point of beginning.

This conveyance being executed for and in consideration of the sum of
One Hundred and Twenty-Five dollars for any damages to fences
and corrals (\$ 125.00)

in hand paid to said Grantors by the said Grantee, Ogden City, the receipt of which is hereby acknowledged, said payment being full compensation and settlement for the perpetual and temporary easements described above.

It is expressly understood and agreed that said Grantee, Ogden City, shall, during the course of the construction, take such action as may be necessary to insure minimal damage to buildings, structures, fences, gates, irrigation pipes

PT. 14-04Z-0009

and ditches, sidewalks, driveways, grounds, trees, shrubs, and other landscaped areas and property within the construction area included in the above described perpetual and temporary easements. It is also understood and agreed that the limits of the above described temporary construction easement shall be clearly marked by the Grantee prior to commencement of construction, and that said Grantee shall take whatever action is necessary to confine the work, vehicles and materials to the aforementioned temporary construction easement area.

It is further expressly understood and agreed that said Grantee, Ogden City, after laying said sanitary sewer line shall cause the excavation to be backfilled and compacted to prevent settlement, remove from the property excess rocks excavated from the trench, cover the pipeline, remove excess backfill and overburden, and shall restore or replace all fences, gates, sprinkler systems, irrigation pipes and ditches, sidewalks, driveways, buildings, structures, and other property removed, destroyed, or damaged during the course of the construction; further, said Grantee, Ogden City, shall restore or replace, to the extent practicable, any grounds, trees, shrubs, or other landscaped areas removed, destroyed, or damaged during the course of the construction, and shall leave the premises as near as can be to the original condition.

And it is further understood and agreed that the Grantee, Ogden City, shall have the right of ingress and egress to and from the said perpetual easement and right-of-way at any and all times for the purpose of inspecting, maintaining, or repairing said sewer line. It is also understood and agreed that any trees, shrubbery, landscaped areas, or other property damaged or destroyed during the course of said inspection, maintenance, or repair of said sewer line, shall be replaced or restored by the said Grantee, Ogden City.

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent building or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

IN TESTIMONY WHEREOF, the Grantee has caused this easement contract to be executed by its City Manager and attested by its City Recorder pursuant to a resolution duly and regularly passed and adopted by the City Council of said City, and the said Grantors have executed the same this 16th day of December, A.D., 1974.

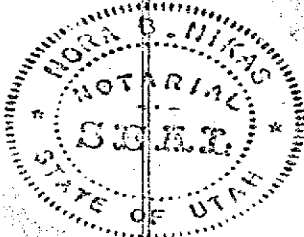
Enos W. Conger
ENOS W. CONGER

Mabel B. Conger
MABEL B. CONGER

Grantors

STATE OF UTAH)
: COUNTY OF CARBON)

On the 16th day of December, A.D., 1974, personally appeared before me ENOS W. CONGER and MABEL B. CONGER, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Nora B. Nikas
NOTARY PUBLIC, residing at
Price, Utah

My Commission Expires 2-29-76

OGDEN CITY, A Municipal Corporation

by [Signature]
R.L. LARSEN, City Manager

Grantee

ATTEST:

Donna Adam
DONNA ADAM, City Recorder

Approved as to Form: [Signature]
City Attorney

Approved as to Funds: [Signature]
Director of Finance

FILED AND RECORDED FOR
1974 DEC 20 PM 2 31

notary
628963

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
[Signature]

Plated Indexed
Recorded Abstracted
Compa: Page