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UTAH POWER AND LIGHT COMPANY, a Corporation of the State of Utah

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 10 feet wide, being 5 feet on each side of and parallel and adjacent to the following described centerline; and a temporary construction easement 30 feet wide, of which 20 feet being on the easterly side and 10 feet being on the westerly side, both being parallel and adjacent to said described centerline.

A part of the Southwest Quarter of Section 30, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey. Beginning at a point on the Grantor's west fence line, said point being at Ogden City Engineer Station "A" 109+26.98 and "B" 16+25.74 and running thence south 89°02' east 10 feet; thence north 1°33'44" east 296 feet, more or less, to a point on the Grantor's north fence line, said point being at Ogden City Engineer Station "A" 112+26.96 and "B" 16+38.86.

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

One dollar (\$ 1.00)

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

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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 31 day of December, A.D., 19 74.

UTAH POWER AND LIGHT COMPANY

BY: John S Anderson

ATTEST: [Signature]  
Assistant Secretary  
STATE OF UTAH  
COUNTY OF \_\_\_\_\_

[Signature]

APPROVED AS TO DESCRIPTION  
[Signature]

On the 31 day of December, A.D., 19 74, personally appeared before me John S Anderson and Verl R Topham who being by me duly sworn, did say that John S Anderson is the Vice President and Verl R Topham is the Assistant Secretary, respectively, of UTAH POWER AND LIGHT COMPANY, INCORPORATED, and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and the said John S Anderson and Verl R Topham acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC  
STATE OF UTAH

Shawna Wilde  
NOTARY PUBLIC

Residing at Salt Lake City, Utah  
My Commission Expires 1-16-78

OGDEN CITY, A Municipal Corporation

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

Grantee

ATTEST:  
Donna Adam  
DONNA ADAM, City Recorder

Approved as to Form: L. Keith Beckman  
City Attorney, Deputy

Approved as to Funds: Lawrence Hunter  
Director of Finance

Filed  Indexed   
Recorded  Abstracted   
Compared  Page

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no fee

FILED AND RECORDED FOR  
Ogden City  
1975 JAN 10 PM 3 22  
RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY [Signature]