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EASEMENT CONTRACT

*Refer to 779837*

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OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, organized and existing under the provisions of Section 11-19-1 et. seq., of the Utah Code Annotated, 1953, (as amended) with its principal office in Ogden, Weber County, Utah, and OGDEN CITY MALL COMPANY, a Limited Partnership in which ERNEST W. HAIN, INC., a California Corporation of El Segundo, County of Los Angeles, State of California, is the sole general partner, GRANTORS, hereby WARRANT AND CONVEY unto OGDEN CITY, a Municipal Corporation of the State of Utah, GRANTEE, a perpetual 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:

All of the following description owned by the Grantors:

A perpetual easement and right-of-way fifteen (15) feet wide, being seven and one half (7½) feet on each side of and parallel to the following described centerline:

A part of Block 39, Plat A in Ogden City, Weber County, Utah: together with a part of the vacated portion of Kiesel, Grant and 23rd Streets abutting said block. Beginning at a point on the East line of said Block 39, said point being South 0°58' West 339.01 feet and North 89°02' West 44 feet from the intersection of the centerlines of 22nd Street and Washington Boulevard; and said point of beginning also being Ogden City Engineer's "A" Station 127 + 13.29 and "B" Station 99 + 34.00; and running thence North 89°02' West 430.67 feet; thence South 27°58' West 220.38 feet; thence South 0°58' West 200.03 feet; thence North 89°02' West 132.58 feet; thence South 44°23' West 18.04 feet, more or less; to a point on the East line of Grant Avenue as now dedicated; said point being at Ogden City Engineer's Station "A" 123 + 04.00 and "B" 92 + 54.03.

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 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 leave the premises as near as can be to the original condition.

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Grantee will indemnify and save harmless the Grantor from and against any loss, expense or damage incurred or suffered by the Grantor by reason of or in any way connected with the installation, construction, operation, maintenance, repair, replacement or removal of said sewer line.

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 easement, but Grantors, their 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.

The Chairman who signs this Easement Contract certifies that this contract and the perpetual easement granted thereby was duly authorized under a Resolution duly adopted by the Agency at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be hereunto affixed by its duly authorized Chairman this 3rd day of May, A.D., 19 79.

OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY

By: [Signature]  
A. Stephen Dirks  
Chairman

[Signature]  
E.D. Hunter  
Executive Director

STATE OF UTAH )  
: ss  
COUNTY OF WEBER)

On the 3rd day of May, 19 79, personally appeared before me A. STEPHEN DIRKS and L.D. HUNTER, who being by me duly sworn did say that they are the Chairman and Executive Director respectively of OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, a Utah public body corporate and politic, and that said Instrument was signed in behalf of said Agency by authority of a resolution of its Board of Directors, and said A. STEPHEN DIRKS and L.D. HUNTER and each of them acknowledged to me that said Agency executed the same.

[Signature]

OGDEN CITY MALL COMPANY  
a Limited Partnership

By: ERNEST W. HAHN, INC.  
Sole General Partner

*[Handwritten Signature]*

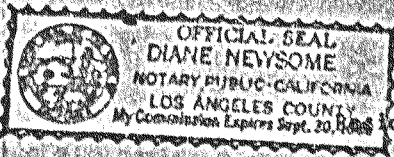
By: \_\_\_\_\_

STATE OF CALIFORNIA )  
                                  : ss  
COUNTY OF LOS ANGELES)

On May 22, 1979 before me, the

undersigned, a Notary Public in and for said State, personally appeared John M. McWhorter, known by me to be the Vice President, Development, and Secretary, respectively, of the corporation that executed the within instrument on behalf of the corporation therein named in its capacity as the Sole General Partner of the OGDEN CITY MALL COMPANY, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Diane Neysome  
Notary Public

Witnessing at:

El Segundo

My Commission Expires: 9-30-80

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 laws and ordinances of Ogden City.

OGDEN CITY, A Municipal Corporation

J. D. Hunter  
L.D. Hunter  
City Manager

Grantee

ATTEST:

Donna Adam  
Donna Adam  
City Recorder

Approved as to Form: \_\_\_\_\_

*[Handwritten Signature]*