

ATTEST:

ELIZABETH HODSON (SEAL)  
GRANTOR

289

OGDEN CITY CORPORATION, A Municipal Corporation

BY H.W. PEERY  
MAYOR

Grantee

ATTEST E.O'N. BALLANTYNE  
CITY RECORDER

STATE OF UTAH )  
:SS  
COUNTY OF WEBER(

On the 16th day of February A.D. 1939, personally appeared before me Delbert F. Hodson, and wife Elizabeth Hodson Grantors in and signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires , Jan 9, 1939

E.O'N BALLANTYNE NOTARY PUBLIC  
RESIDING AT: ?

STATE OF UTAH )  
:SS  
COUNTY OF WEBER(

On the 16th day of February A.D. 1939, personally appeared before me H.W. Peery who being by me duly sworn did say that he is the duly elected, qualified and acting Mayor of Ogden City, a municipal corporation of the State of Utah; that the within instrument was signed in behalf of said Ogden City, by authority of a resolution of its Board of City Commissioners, and said H.W. Peery acknowledged to me that said Ogden City executed the same.

My Commission Expires, April 17, 1939

E.  
MARJORIE ROBSON NOTARY PUBLIC RESIDING  
AT OGDEN, UTAH

.....  
MARJORIE ROBSON NOTARY PUBLIC COMMISSION EXPIRES .  
APRIL 17, 1939 OGDEN STATE OF UTAH  
.....

Filed and Recorded for Robert Mack Mar 4 10:22 AM '39

ELVA A. WILKINSON COUNTY RECORDER

e.v.

BY DEPUTY E. CHARLOTTE JACOBS

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EASEMENT CONTRACT

LEONA ZIEIMER, Grantor of Weber County, State of Utah, hereby quitclaims unto Ogden City, a municipal corporation of the State of Utah, Grantee a temporary right of way for the construction of a sewer line one hundred (100) feet wide a long the course of the hereinafter described line, and a perpetual right of way twenty five (25) feet wide, the same being twelve and one half (12½) feet on each side, along the following described course, to-wit: A part of the Northwest Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Meridian, United States Survey, described as follows:

Beginning at a point South 89°02' East 180.55 feet and North 0°58' East 316 feet, more or less, from the southwest corner of said Quarter Section, said point of beginning being on the Grantors South property line, running thence North 0°58' East 796 feet, more or less, to a point on the South property line of Twelfth Street, said point being on the Grantors North property line for the purpose of constructing and maintaining a sewer pipe line, with a full right of ingress and egress for the purpose of inspection, repairing and replacing said sewer pipe line.

IT IS FURTHER UNDERSTOOD AND AGREED THAT OGDEN CITY shall pay, and does hereby pay for said right of way, the sum of Seventy Nine and 60/100 (\$79.60) Dollars, the receipt of which is hereby acknowledged, there being 796 lineal feet at 10¢ per lineal foot.

AND IT IS FURTHER UNDERSTOOD AND AGREED THAT OGDEN CITY shall not levy, nor cause to be levied, any special improvement sewer assessment tax, due to the construction of this sewer pipe line, against the Grantors property as described herein.

AND IT IS FURTHER UNDERSTOOD AND AGREED THAT Ogden City shall pay for all crops, trees, shrubbery and property that may be destroyed or injured by reason of the construction of said sewer pipe line through said premises, and to cause to be replaced any and all fences, ditches, culverts and such like property.

3-4-1939

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AND IT IS FURTHER UNDERSTOOD AND AGREED THAT OGDEN City will pay all damages that may hereafter accrue to the crops and such like property by reason of inspection, repairs, replacements or improvements. IT IS FURTHER UNDERSTOOD AND AGREED THAT Ogden City after laying the said sewer pipe line will cause the excavation therefor to be backfilled, the pipe line covered, and remove from said premises and right of way all excess dirt and overburden, leaving said premises in as nearly the original condition as practicable.

WITNESS: the hand of the Grantor and the Grantee, this, the February 28 <sup>7 7</sup> day-of- A.D. 1939

WITNESS A. ISKSON

LEONA ZIEMER (SEAL)

ATTEST:

GRANTOR

OGDEN CITY CORPORATION, A MUNICIPAL CORPORATION

BY H.W.PEE-RY MAYOR

E.O'NBALLANTYNE CITY RECORDER

GRANTEE

STATE OF UTAH ) :SS COUNTY OF WEBER)

On the 28th day of February A.D. 1939, personally appeared before me Leona Ziemer Grantor in and signor of the above instrument, who duly acknowledged to me that she executed the same.

MY COMMISSION EXPIRES, 7 MY COMMISSION EXPIRES JAN 9, 1942 1939

E.O'N BALLANTYNE NOTARY PUBLIC RESIDING AT OGDEN, UTAH

..... E.O'N BALLANTYNE NOTARY PUBLIC COMMISSION EXPIRES. OG DEN STATE OF UTAH . STATE OF UTAH ) :SS COUNTY OF WEBER)

On the 28th day of February A.D. 1939, personally appeared before me H.W.Pee-ry who being by me duly sworn did say that he is the duly elected, qualified, and acting Mayor of Ogden City, A Municipal Corporation of the State of Utah; that the within instrument was signed in behalf of Ogden City, by authority of a resolution of its Board of City Commissioners, and said H.W.Peery acknowledged to me that said Ogden City executed the same.

My Commission Expires, April 17, 1942.

MARJORIE ROBSON NOTARY PUBLIC Residing at: Ogden,Utah

..... MARJORIE ROBSON NOTARY PUBLIC COMMISSION EXPIRES APRIL 17, 1939 OG DEN STATE OF UTAH .

Filed and Recorded for Robert Mack Mar 4 10:22 AM '39

ELVA A. WILKINSON COUNTY RECORDER

BY DEPUTY E. CHARLOTTE JACOBS

# 42305

\*\*\*\*\* EASEMENT CONTRACT

MAUDE Z. PERKINS, Grantor of Alameda County, California, hereby warrants and conveys unto Ogden City, a municipal corporation, of the State of Utah, Grantee a temporary right of way for the construction of a sewer line one hundred (100) feet wide along the course of the hereinafter described line, and a perpetual right of way twenty five (25) feet wide, the same being twelve and one half (12 1/2) feet on each side, along the following described course, to-wit: A part of the west half of section 20, Township 6 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey. Beginning at a point South 89°02' East 181.55 feet and North 0°58' East 316 feet more or less, from the Southwest corner of the Northwest Quarter of said Section 20, said point being on the Grantors north property line; Running thence South 0°58' West 646 feet, more or less to the Grantors south line; for the purpose of constructing and maintaining a sewer pipe line, with full right of ingress and egress for the purpose of inspection, repairing and replacing said sewer pipe line. IT IS FURTHER UNDERSTOOD AND AGREED THAT Ogden City shall pay, and does hereby pay for said right of way, the sum of Sixty Four & 60/100 (\$64.60) Dollars, the receipt of which is hereby acknowledged; there being