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#42306

C O N T R A C T

Oscar B. Madson, Jr., and wife Grantors, of Weber County, State of Utah, 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 (12½) feet on each side, along the following described course to-wit: A part of the Southwest Quarter of Section 17, and the Northwest Quarter of Section 20, Township Six (6) North, Range One (1) West, Salt Lake Meridian, United States Survey. Beginning at a point South 89°02' East 189.69 feet and North 0°58' East 99 feet, more or less, said point being on the Grantors North line, running thence South 0°58' West 620 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 Two (\$62.00) Dollars, the receipt of which is hereby acknowledged; there being 620 lineal feet, more or less at the rate of 10¢ per lineal foot.

AND IT IS FURTHER UNDERSTOOD AND AGREED THAT Ogden City shall pay and does hereby pay to the Grantors the sum of (\$13.00) Thirteen Dollars; that sum being the adjudged damages to ditches, waterways and other special improvements existing on the Grantors land.

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 cause to be replaced any and all fences, ditches, culverts and such like property.

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 hands of the Grantors and the Grantee, this the sixth (6th) day of March A.D. 1939.

OSCAR B. MADSON JR.  
ANITA MADSON

ATTEST: E O'N BALLANTYNE, CITY RECORDER

H.W. PEERY

OSCAR B. MADSON JR.  
GRANTOR  
.....  
OGDEN STATE OF UTAH CORPORATE SEAL  
.....  
STATE OF UTAH )  
:SS  
COUNTY OF WEBER)

On the sixth day of March A.D. 1939 personally appeared before me Oscar B. Madsen Jr., and Anita Madsen Grantors in and signors of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires April 17, 1942  
.....  
MARJORIE ROBSON NOTARY PUBLIC COMMISSION EXPIRES.  
APRIL 17, 1938 OGDEN STATE OF UTAH  
.....  
STATE OF UTAH )  
:SS  
COUNTY OF WEBER)

MARJORIE ROBSON NOTARY PUBLIC Residing at  
Ogden, Utah

On the 6th day of March 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. Pee-ry acknowledged to me that said Ogden City executed the same.

My Commission Expires? My Commission Expires April 17, 1942 19.?

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MARJORIE ROBSON NOTARY PUBLIC COMMISSION EXPIRES,  
APRIL 17, 1938 OGDEN STATE OF UTAH

MARJORIE ROBSON NOTARY PUBLIC RESIDING AT  
OGDEN, UTAH

Filed and Recorded for Ogden City Mar 8 2:00 PM '39

ELVA A. WILKINSON COUNTY RECORDER

c.v.

BY DEPUTY DOROTHY B. CAMPBELL

#42307

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A G R E E M E N T

GLEN W. STOKES, AND WIFE CLARA Grantor, of Weber County, State of Utah, hereby warrant and convey 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 ( $12\frac{1}{2}$ ) feet on each side along the following described course, to-wit: A part of the Southwest one Quarter of Section Seventeen (17) Township Six (6) North, Range One (1) West, Salt Lake Meridian, United States Survey. Beginning at a point North  $0^{\circ}58'$  East 1147.74 feet and South  $89^{\circ}02'$  East 190 feet, more or less from the Southwest corner of the Southwest One Quarter of Section Seventeen (17) Township Six (6) North, Range One (1) West, Salt Lake Meridian, United States Survey. Running thence South  $8^{\circ}29'$  West 9.2 feet, more or less, to a manhole at Ogden City Survey Station "A" 220+62.7 and "B" 56+10.15 thence South  $0^{\circ}58'$  East 1138 feet more or less, to the South line of the aforesaid Southwest One Quarter of Section Seventeen (17) Township Six (6) North Range One (1) West, Salt Lake Meridian, United States Survey; 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 One and No/100 (\$1.00) Dollars, the receipt of which is hereby acknowledged.

AND IT IS HEREBY FURTHER UNDERSTOOD AND AGREED Between the parties hereto that the Grantors in this Agreement shall have the right to connect One (1) connection with the sewer constructed by said Ogden City, for household purposes only provided, that they will make application to the City Engineer of Ogden City, and such connection shall be made under the direction and approval of said City Engineer, and at the Grantors expense. It shall be optional with the Grantors to make this connection to the above described sewer line or to the Seventh Street Sewer.

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 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.

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, replacement or improvements.

AND IT IS FURTHER UNDERSTOOD AND AGREED THAT Ogden City, after the laying of the said sewer pipe line will provide tight pipe joints and clay bulkheads to be placed to prevent draining of the land along the pipe, 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 hands of the Grantors and the Grantee, this the Twenty first (21st) day of February 1939.

WITNESS: H.M.WHEE-LOCK.

GLEN W. STOKES

CLARA STOKES  
GRANTORS

ATTEST E.O'N BALLANTYNE  
CITY RECORDER

OGDEN CITY CORPORATION, A MUNICIPAL CORPORATION  
BY H.W.PEE-RY MAYOR GRANTEE