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1000 Continental Bank Bldg
L.L.C.

BOOK 886 PAGE 245

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AGREEMENT

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Marian L. Skelton*

THIS AGREEMENT made and entered into this 21st day
of March, 1968, by and between SHIGARU HAMADA and AIKO HAMADA,
his wife, hereinafter referred to as "First Parties," and JOHN
PRICE & ASSOCIATES, INC., a Utah Corporation, hereinafter re-
ferred to as "Second Party," its successors and assigns.

WITNESSETH:

1. First Parties hereby agree upon demand by Second
Party to give and grant to Second Party both a temporary and per-
manent easement in sufficient width to allow for construction and
maintenance of a sewer line over and across the following de-
scribed property owned by Second Party and situated in Weber
County, State of Utah, to-wit:

8775-2776
9453

Part of the Northeast Quarter of Section 19, Township
6 North, Range 1 West, Salt Lake Meridian, U. S. Sur-
vey: Beginning at the Northeast corner of Section 19,
and running thence West 13.30 chains, thence South
10.74 chains, thence East 3.92 chains, thence North
3° East 4.95 chains, thence South 61 1/4° East 439.48
feet, thence North 407 feet more or less to South line
of Railroad Right of way, thence North 50° 24' East 66
feet, thence South 43° 20' East 230 feet more or less
to East Section line, thence North along said Section
line to beginning.

Also: A part of the Northwest Quarter of Section 20,
Township 6 North, Range 1 West, Salt Lake Base and
Meridian, United States Survey: Beginning at the
Northwest corner of said Quarter Section and running
thence East along the Section line to Mill Creek,
thence up to the channel of Mill Creek to a point
which bears North 49° East 9.66 chains and South 70°
East 3.55 chains and South 10.3 chains from the North-
west corner of said Quarter Section, thence South 49°
West 497.06 feet, thence North 43° 20' West to the
West Section line, thence North along said Section
line to the point of beginning.

Said easement to commence at a point on the Northerly
boundary of the tract adjacent to and to the south of the above-
described property, said tract presently standing in the name of
BERTHANA INVESTMENT COMPANY, a corporation, and which Second
Party has an option to purchase, and running thence generally

northerly a distance of approximately 400 feet, being a point West of 9th Street, across the above-described property and running thence generally easterly a distance of approximately 680 feet across the above-described property to connect onto the existing 24-inch trunkline installed by Ogden City, being a point West of 9th Street termination, the exact location of said easement to be determined by survey and as designated by First Party, and the size of the line to be as allowed and directed under the ordinances of Ogden City for the purposes involved.

2. In consideration of the easement hereby granted party of the second part agrees to replace full top soil covering and level with the surrounding land upon the closing of the trench for installation and maintenance and further agrees to pay any damages arising from the installation or maintenance of said sewer line. It is a further condition to this agreement that construction must begin after the harvest season and be completed before spring ploughing.

3. In consideration of the easement hereby granted, First Parties shall have the right to make legal connections to said sewer line at First Parties' expense for the purpose of future sewerage of their property which lies contiguous to the above-described lands; and said sewer line shall be adequate in size to allow such sewerage of First Parties property and shall be installed with one manhole where said sewer line will cross the existing roadway on First Parties premises.

4. Said sewer line shall be constructed and installed by Second Party prior to January 1, 1970, or this agreement shall be void and of no further force and effect.

5. This agreement shall inure to and be binding upon the heirs, successors, grantees, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Shigaru Hamada
SHIGARU HAMADA

Aiko Hamada
AIKO HAMADA

FIRST PARTIES

JOHN PRICE & ASSOCIATES, INC.

Attest:

By: Jack N. Freese
Secretary

BY: John Price
President

SECOND PARTY

STATE OF UTAH)
: ss
County of Weber)



On the 21 day of March, 1968, personally appeared before me Shigaru Hamada and Aiko Hamada, Husband and Wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Max L. Lamm
NOTARY PUBLIC
Residing at Ogden, Utah
My Commission Expires: Nov 3, 1971

STATE OF UTAH)
: ss
County of)

On the 28th day of March, 1968, personally appeared before me Jack N. Freese, Sec and John Price, Pres and the ~~Secretary~~ President respectively of the JOHN PRICE & ASSOCIATES, INC., a corporation, 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 Price and Jack N. Freese acknowledged to me that said corporation executed the same.

John Price
NOTARY PUBLIC
Residing at: South Lake Pt., Utah
My Commission Expires: May 7, 1971