

CONVEYANCE OF EASEMENT

ELLIS W. BARKER and VIRGINIA F. BARKER of Salt Lake City, Salt Lake County, State of Utah, hereby warrant and convey to Ogden City, a municipal corporation of the State of Utah, and the First Mound Fort Ditch Company, a Utah corporation of Weber County, State of Utah, for the sum of SEVENTY-FIVE DOLLARS (\$75.00), an easement and right-of-way over Lot 17, Block 2 of Northgate Subdivision of Ogden City, Weber County, State of Utah, that is to say:

A perpetual easement and right-of-way for the purpose of construction and maintenance of an irrigation conduit, being a 15-inch diameter concrete pipe, said pipe to be connected at the twenty-four inch diameter pipe stub at the junction box on the east boundary of said Lot 17, Block 2 of Northgate Subdivision (that the northeast corner of said junction box being at Ogden City engineering stations "A" 195 + 44.02 and "B" 89 + 06.43) then the course of said pipe line bears south 57 degrees west to a point adjacent to the present 15-inch diameter pipe outlet at the southwest corner of the grantors' property.

It is understood that the grantors do not own the south twenty-six (26) feet of the east sixty-six (66) feet of said Lot 17.

It is understood that in the construction of said conduit, Ogden City may use ten (10) feet on each side of the course of said pipe line, and it is understood and agreed that Ogden City, after laying the said conduit, will remove from said premises and right-of-way all excess dirt and over-burden, leaving said premises in as nearly the original condition as practicable.

It is further understood and agreed that the grantees shall have the right of ingress and egress along the course of said pipe line for inspection, maintenance, and repair. It is understood and agreed that in the event of excavation for the maintenance or repair of said pipe line, that for said temporary purposes the grantees may use not to exceed five (5) feet on both sides of the center line of the pipe line as laid.

It is understood that the payment of the above consideration is in full payment and settlement of and for all damages to crops, trees, shrubbery, and property which may be destroyed or injured by reason of the use of the easement and right-of-way in connection with the construction of said irrigation conduit and the maintenance and repair thereof as hereinabove set out and as well as for the easement and right-of-way itself.

Witness the hands of the grantors, at Salt Lake City, Utah, this the 28 day of April, 1945.

Ellis W. Barker
Virginia F. Barker

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On the 28th day of April, 1945, personally appeared before me ELLIS W. BARKER and VIRGINIA F. BARKER, signors of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

My commission expires January 17, 1946

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STATE OF UTAH)
COUNTY OF WEBER) SS.
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Ogden City
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IN BOOK 206 of Leases
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Deputy City Recorder
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Phone City Recorder