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EASEMENT CONTRACT

PARCEL A

643675

RUTH EAMES OLSEN
WEBER COUNTY DEPUTY
DEPUTY

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387 N. 4700 W.
R2 #1, Ogden, Ut.
090 84401

This agreement made and entered into this 4 day of Sept., 1974, by and between Clara Stokes, a widow, grantor, which expression shall include his, her, heirs, executors, administrators, agents, or assigns where the context so requires or admits, and the Taylor-West Weber Water Improvement District, grantee, witnesseth:

WHEREAS, the grantor owns and has title to that real estate and real property located in Weber County, State of Utah, which is referred to below.

AND WHEREAS, grantee desires a perpetual easement and right-of-way for a culinary water pipe line, and a temporary easement and right-of-way for construction use only over property of grantor as is herein more fully set out.

NOW, THEREFORE, it is hereby agreed as follows:

Grantor grants and conveys to grantee a perpetual easement and right-of-way on the following described parcel of property, including the right to enter upon the said real estate at any time it, the said grantee sees fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying culinary water over, across, through and under said land, together with the right to excavate and refill ditches and/or trenches for the location of said pipeline and other obstructions interfering with the location, construction and maintenance of said pipeline and/or mains; and a temporary easement and right-of-way twenty (20) feet wide, being located on the north side of and adjacent to the perpetual easement for the purpose of initially constructing and laying pipeline and/or main for said culinary water to wit:

A part of the NW 1/4 of Section 2, T5N, R2W, S.L.B. & M. described as follows:

Commencing at the point of intersection of the Southeasterly line of Midland Drive (66 feet wide) and the Southerly line of the said NW 1/4 of

Section 2 (easterly prolongation of the centerline of 3600 South Street); thence east along the South line of the NW 1/4, 1120 feet more or less to the Southeast corner of said NW 1/4 of Section 2; thence North, 20 feet; thence West parallel with the South line of the NW 1/4, 1100 feet more or less to the Southeasterly line of Midland Drive; thence S 44°32'30"W, 25 feet more or less to the point of beginning. This conveyance being executed for and in consideration of the sum of \$ ^(#500.00) ~~five water connection~~ paid to the grantor by said grantee, Taylor-West Weber Water Improvement District, the receipt of which is hereby acknowledged.

It is expressly understood and agreed that the Taylor-West Weber Water Improvement District, after the laying of said culinary water pipe line, shall cause the excavation to be backfilled, the pipeline covered and remove from said premises and right-of-way all excess dirt and overburden leaving the said premises in as nearly the original condition as practicable.

And it is further understood and agreed that the said grantee, Taylor-West Weber Water Improvement District, 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 and repairing said culinary water pipeline and to maintain a storage reservoir on property to the east.

In witness whereof the parties have hereunto set their hands and seals on the date first above written, the grantee signing by its chairman and attested by its Secretary, pursuant to a resolution duly and regularly passed and adopted by the Board of Trustees of said District and the said Grantor signing the same in person.

Part 08-028-0017

Grantor

Clara Stokes
Clara Stokes

Grantee

Taylor-West Weber Water Improvement District

By E. Rick Linn
Chairman

Attest

Shirley Ann Cox
Secretary



State of Utah
County of Weber ss

On the 4th day of September, 1974, personally appeared before me Clara Stokes, a widow, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Heland J. Deewe
Notary Public

Residing at 4732 College Dr. Ogden
My Commission Expires 11-29-77

