

Weber Basin Water
a The Davis Canal
Filed Indexed
Photocopied Card File
Microfilmed Abstracted

1211 853

719905 No 34
FILED AND RECORDED FOR
Weber Basin Water
1977 NOV 29 PM 1 59

GRANT OF EASEMENT

RECEIVED
WEBER
DISTRICT
Edith M. Kelly

WHEREAS, the WEBER BASIN WATER CONSERVANCY DISTRICT, a Corporation of the State of Utah, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, THE CITY OF RIVERDALE, an incorporated city in the State of Utah, hereinafter called the Grantor, is willing to grant and convey to said Grantee an easement for installation of a water line to the extent of its right, title and interest in the hereinafter described real property;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee, its successors, transferees and assigns, the perpetual easement hereinafter described to construct, reconstruct, operate, repair, replace and maintain a waterline and appurtenant structures in, over and upon and across and through those portions of Grantor's said land lying in Weber County, Utah, as follows:

A permanent easement 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the following described line:

Part of the West half of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian. Beginning on the Westerly line of the District's Davis-Weber Canal right of way at a point lying Southwesterly, along said line, 142 feet, more or less, from the Northeast corner of Grantor's property, said point also lying South 388.3 feet and 2127.4 feet, more or less, from the West quarter corner of said Section 13, and running thence North 41°09'40" West 421 feet, more or less, to the North line of Grantor's property.

Also, a temporary easement as necessary on each side of and parallel and adjacent to the above described line to transport materials and install the pipeline.

PT
LA 5200-211-20

Grantor shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, its heirs, successors, administrators, representatives or assigns, shall not erect any permanent building or structure upon the lands comprising the permanent or temporary easement above described without Grantee's consent in writing first had and obtained.

Grantee, by accepting this grant, agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface as near as can be to its original condition within the easement area.

This grant of easement is further subject to the following conditions:

1. Grantee shall be entitled to no compensation in the event the property is needed for national defense and reverts to the United States.
2. Grantee shall have full responsibility for any and all costs incurred with respect to its proposed pipeline damage and to restore the land to its original condition in the event repairs are necessary.
3. The rights granted under this easement shall not be exercised in any manner which would interfere with the CITY OF RIVERDALE'S proposed park development.
4. This easement shall be subject to all restrictions of the CITY OF RIVERDALE'S Deed from the United States of America.
5. This easement is limited to buried pipe and shall not permit construction of overhead utilities or surface structures.

Grantor makes no representations, express or implied, as to the nature of its right, title and interest in and to said real property and Grantee shall proceed at its sole risk in entering upon said property and commencing the construction of said water line and appurtenant structures.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed this 16th day of November, 1977.

CITY OF RIVERDALE

BY: [Signature]
MAYOR

ATTEST:

[Signature]
CITY RECORDER

(SEAL)

STATE OF UTAH)
County of Weber) ss

On this 16th day of November, 1977, personally appeared before me KEITH N. ORAM and MARY C. JOHNSTON, who being by me duly sworn, did say that KEITH N. ORAM is the Mayor and MARY C. JOHNSTON is the City Recorder of the City of Riverdale, the within named Municipal Corporation, and that said instrument was signed in behalf of said Municipal Corporation by authority of a resolution of its City Council passed and adopted on the 16th day of November, 1977, and the said KEITH N. ORAM and MARY C. JOHNSTON acknowledged to me that said Municipal Corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing at: [Address]
My Commission Expires:
Sept 30, 1979



The City Council of Riverdale City met in regular session on Wednesday, November 16, in the City Council Chambers in the Riverdale City Municipal building, Riverdale, Utah.

Among other business conducted at said meeting, the following resolution was introduced by Councilman Manning, who moved its adoption, the resolution being as follows:


R E S O L U T I O N

BE IT HEREBY RESOLVED by the City Council of the City of Riverdale, Weber County, State of Utah, that an easment be granted to Weber Basin Water Conservancy District for installation of a water line across and along a portion of property known as Freeway Park.

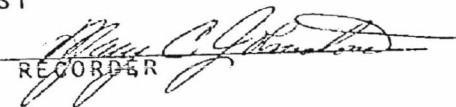
BE IT FURTHER RESOLVED that the Mayor and City Recorder be authorized to sign and attest said Grant of Easment.

Motion was seconded by Councilman Farr. Voting, unanimous.

Passed and adopted this 16th day of November, 1977.


MAYOR

ATTEST:


CITY RECORDER