

496133

FILED AND RECORDED FOR
Ogden City
1957 OCT 31 PM 2:55

No Fee

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

Plotted Indexed
Recorded Abstracted
Compared Page

EASEMENT CONTRACT

CORNELIUS VISSER and ANNA W. VISSER, husband and wife, Grantors of Weber County, State of Utah, hereby WARRANT AND CONVEY unto OGDEN CITY, a Municipal Corporation of the State of Utah, Grantee, an easement and right-of-way for the construction of a storm sewer across the Grantors' land situated in Weber County, State of Utah, to-wit:

A perpetual ten foot easement being five feet on either side of the following described centerline, to-wit:

A part of Lot 34, Block 12, Nelson Park Addition to Ogden City, Weber County, Utah. Beginning at a point on the east line of Lot 34, said point being north 0° 58' east 18.69 feet from the southeast corner of said Lot 34; and running thence parallel to and 5 feet south of the existing fence along the Grantors' north property line, south 88° 47' west 147.49 feet to a point on the west line of said Lot 34.

A twenty foot temporary construction easement being five feet on the northerly side and fifteen feet on the southerly side of the following described line, to-wit:

A part of Lots 33 and 34, Block 12, Nelson Park Addition to Ogden City, Weber County, Utah. Beginning at a point on the east line of Lot 34, said point being north 0° 58' east 18.69 feet from the southeast corner of said Lot 34; and running thence parallel to and 5 feet South of the existing fence along the Grantors' north property line, south 88° 47' west 147.49 feet to a point on the west line of said Lot 34.

Foot 14-6-5X

This conveyance being executed for and in consideration of the sum of One Dollar (\$1.00) in hand paid to said Grantors by the said Grantee, Ogden City, the receipt of which is hereby acknowledged. It is understood and agreed that the payment of the above stated consideration is in full payment, compensation 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 said easement and right-of-way itself.

It is expressly understood and agreed that Ogden City, after laying the said storm sewer, shall cause the excavation to be backfilled and the pipe line covered leaving the said premises in as nearly the original condition as practicable.

It is also expressly understood and agreed that Ogden City will accomplish the following listed stipulations upon completion of the storm sewer:

(1) Spread and level the excess dirt and overburden over the low area on the west side of Grantors' property; namely Lots 33 and 34, Block 12, Nelson Park Addition.

(2) Remove the rose bushes presently located along the Grantors' north property line and replant them in a location to be specified by the Grantors.

(3) Replant any of the present grassed areas on the east side of Grantors' property that are damaged by the construction.

(4) Place one foot of top soil over any of the present garden and other cultivated areas on Grantors' property that are damaged by the construction.

(5) Restore any fences that may be removed or damaged incident to the construction.

And it is further understood and agreed that the said Grantee, Ogden City, shall have the right of ingress and egress to and from said ten (10) foot perpetual easement and right-of-way at any and all times for the purpose of inspecting, maintaining or repairing said storm sewer.

IN TESTIMONY WHEREOF, the Grantee has caused this easement contract to be executed in duplicate by its Manager and attested by its City Recorder pursuant to a resolution duly and regularly passed and adopted by the City Council of said City, and the said Grantors have executed the same in duplicate this 25th day of October A.D., 1967.

Signed in the presence of:

Cornelius Visser
CORNELIUS VISSER

Fred M. Symon

Anna W. Visser
ANNA W. VISSER

GRANTORS

STATE OF UTAH :
: ss.
County of Weber:

On the 25th day of October A.D., 1967, personally appeared before me CORNELIUS VISSER and ANNA W. VISSER, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
May 25, 1968

Fred M. Symon
NOTARY PUBLIC
Residing at Ogden, Utah

OGDEN CITY, A Municipal Corporation

By: Charles R. Kelley
CHARLES R. KELLEY, MANAGER

GRANTEE

ATTEST:

Mary E. Smith
City Recorder

Form Approved: [Signature]

