

When Recorded Return to  
Riverdale City  
4600 South Weber River Drive  
Riverdale, Utah 84405

Donald L. Applonie Property  
Page 1 of 2  
E# 1511360 BK 1898 PG 687  
DOUG CROFTS, WEBER COUNTY RECORDER  
22-DEC-97 2:55 PM FEE \$1.00 DEP NB  
REC FOR: RIVERDALE.CITY

EASEMENT

A portion of the Northeast Quarter of Section 7, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. This easement is for a sewer pipeline.

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grant, convey, sell, and set over unto Riverdale City, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace pipe lines, manholes, laterals, and other collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of the GRANTOR, said property conveyed to Donald L. Applonie Trustee in book 1791 page 1443 of deeds in the Weber County Recorders Office, said easement, being situate in Weber County, State of Utah, over and through a strip of land being north westerly twenty (20) feet and the south westerly twenty (20) feet of said GRANTOR'S land, said strip extending 10 feet on each side of and lying parallel and adjacent to the following center line:

*26-003-0005, 0004*

Beginning at a point that is 10 feet perpendicularly distant from the existing easterly right-of-way fence for the Union Pacific Rail Road Company, said point being N88°36'50"W 55.87 feet along the north line of the said north east quarter of Section 7 and S13°49'11"W 1576.90 feet along a line that is 10 feet perpendicularly distant from and parallel to the said right-of-way fence from the north east corner of said Section 7; and running thence S13°49'11"W 354.78 feet along said line that is 10 feet perpendicularly distant from and parallel to the said right-of-way fence to a point 10 feet perpendicularly distant from an existing fence that runs in a south easterly direction, thence S43°26'16"E 335.80 feet along a line that is 10 feet perpendicularly distant from and parallel to said fence, shortening and extending the sidelines to commence at the north boundary line and to terminate at the easterly boundary line of said Grantors property.

Contains 0.30 acres more or less

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. The contractor performing the work shall have the right to use the GRANTOR'S land outside of the above stated 20 foot easement as needed to efficiently complete all construction work. This right shall be terminated upon the completion of said construction work and the contractor shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. The contractor will restore the asphalt driveways through which the work traverses and to the extent that the driveways are removed with concrete pavement. Sprinkler lines, curb and gutter, sidewalk and lawn sod will be repaired or replaced to the extent such infrastructure is damaged or removed.

GRANTOR shall have the right to use said premises except for the purpose for which this easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct or permit to be built or constructed any building over or across said right-of-way, nor change the contour thereof in excess of three feet without the written consent of GRANTEE. GRANTEE hereby consents that GRANTOR may construct roads, waterlines, curb, gutter, sidewalks and storm drains at GRANTOR'S expense across the easement where necessary in connection with GRANTOR'S development of the property, provided the use of the Facilities is not impaired, damaged or disturbed thereby. This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTOR have executed their easement this 19<sup>th</sup> day of December, 1997.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR</u>
06-003-0004	0.30 (690.58 L.F.)	

By: Donald L. Applonie  
Donald L. Applonie as Trustee

Le Roy Applonie

Robert D. Applonie

STATE OF UTAH )

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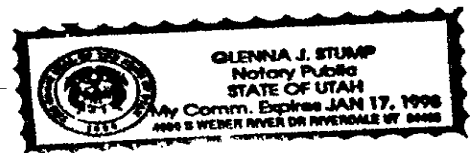
WEBER COUNTY )

On the 19<sup>th</sup> day of December, 1997,  
Donald Applonie, Le Roy Applonie, Robert Applonie, the signer(s)  
of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.

Glenna J. Stump  
Notary Public

My Commission Expires: 1/17/98

Residing in: Weber County, UT



E# 1511360 BK1898 PG688