

090

FRED PROFAIZER and MATILDA PROFAIZER, husband and wife, and JOSEPH PROFAIZER and DORA PROFAIZER, husband and wife

Grantors, 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 sanitary sewer and appurtenant structures on the Grantors' land situated in Weber County, Utah, to-wit:

A perpetual easement 10 feet wide, being 5 feet on each side of and parallel and adjacent to the following described centerline; and a temporary construction easement 30 feet wide, of which 20 feet being on the easterly and northerly sides and 10 feet being on the westerly and southerly sides, both being parallel and adjacent to said described centerline.

A part of the Southwest Quarter of Section 30, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey. Beginning at a point on the Grantor's south property line, said point being at Ogden City Engineer Station "A" 109+17.60 and "B" 14+96.37 and running thence North 0°11'02" East 9.39 feet; thence South 89°02' East 129.5 feet, more or less, to the Grantor's east fence line, said point being at Ogden City Engineer Station "A" 109+26.98 and "B" 16+25.74.

AND

A perpetual easement 10 feet wide, being 5 feet on each side of and parallel and adjacent to the following described centerline; and a temporary construction easement 30 feet wide, of which 20 feet being on the northeasterly side and 10 feet being on the southwesterly side, both being parallel and adjacent to said described centerline.

A part of the Southwest Quarter of Section 30, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey. Beginning at a point on the Grantor's east property line, said point being at Ogden City Engineers Station "A" 112+33.06 and "B" 16+28.93 and running thence North 36°00'06" West 78.10 feet, more or less, to a point on the southeast right-of-way line of Pennsylvania Avenue, said point being at Ogden City Engineers Station "A" 112+95.46 and "B" 15+81.96.

This conveyance being executed for and in consideration of the sum of

One hundred and ninety-six dollars (\$ 196.00 )

in hand paid to said Grantors by the said Grantee, Ogden City, the receipt of which is hereby acknowledged, said payment being full compensation and settlement for the perpetual and temporary easements described above.

It is expressly understood and agreed that said Grantee, Ogden City, shall, during the course of the construction, take such action as may be necessary to insure minimal damage to buildings, structures, fences, gates, irrigation pipes

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and ditches, sidewalks, driveways, grounds, trees, shrubs, and other landscaped areas and property within the construction area included in the above described perpetual and temporary easements. It is also understood and agreed that the limits of the above described temporary construction easement shall be clearly marked by the Grantee prior to commencement of construction, and that said Grantee shall take whatever action is necessary to confine the work, vehicles and materials to the aforementioned temporary construction easement area.

It is further expressly understood and agreed that said Grantee, Ogden City, after laying said sanitary sewer line shall cause the excavation to be backfilled and compacted to prevent settlement, remove from the property excess rocks excavated from the trench, cover the pipeline, remove excess backfill and overburden, and shall restore or replace all fences, gates, sprinkler systems, irrigation pipes and ditches, sidewalks, driveways, buildings, structures, and other property removed, destroyed, or damaged during the course of the construction; further, said Grantee, Ogden City, shall restore or replace, to the extent practicable, any grounds, trees, shrubs, or other landscaped areas removed, destroyed, or damaged during the course of the construction, and shall leave the premises as near as can be to the original condition.

And it is further understood and agreed that the Grantee, Ogden City, 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, or repairing said sewer line. It is also understood and agreed that any trees, shrubbery, landscaped areas, or other property damaged or destroyed during the course of said inspection, maintenance, or repair of said sewer line, shall be replaced or restored by the said Grantee, Ogden City.

Grantors 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, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent building or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

It is further understood and agreed that during the course of the construction said Grantee, Ogden City, shall close any openings in the security fencing around Grantors' property during periods when the work is not actively in progress.

IN TESTIMONY WHEREOF, the Grantee has caused this easement contract to be executed by its City 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 this 2nd day of January, A.D., 1975.

Joseph Profalizer  
JOSEPH PROFAIZER

Fred Profalizer  
FRED PROFAIZER

Dora Profalizer  
DORA PROFAIZER

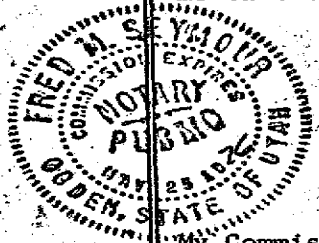
Matilda Profalizer  
MATILDA PROFAIZER

Grantors

STATE OF UTAH )  
COUNTY OF WEBER)

On the 2nd day of January, A.D., 1975, personally appeared before me FRED PROFAIZER, MATILDA PROFAIZER, and JOSEPH PROFAIZER, DORA PROFAIZER, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Fred M. Spomer  
NOTARY PUBLIC  
Residing at Ogden, Utah



My Commission Expires: May 25, 1976

OGDEN CITY, A Municipal Corporation

by R.L. Larsen  
R.L. LARSEN, City Manager

Grantee

ATTEST:  
Donna Adam  
DONNA ADAM, City Recorder



Approved as to Form: L. Keith Baclum  
City Attorney, Deputy

Approved as to Funds: J. M. [Signature]  
Director of Finance

630003 <sup>\*</sup> no fee

FILED AND RECORDED FOR  
Ogden City  
1975 JAN 10 PM 3 20

- Filed  Indexed
- Recorded  Abstracted
- Compared  Page

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY Irene D. Clark