

070

RODNEY W. SCHAER and ELINOR L. SCHAER, husband and wife, and COONEY'S

MACHINE SHOP, INCORPORATED, an interested party

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 10 feet being on the westerly side and 20 feet being on the easterly side, both being parallel and adjacent to said 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" 107+73.61 and "B" 14+98.34 and running thence north 0°11'02" east 144 feet, more or less, to a point on the Grantor's north property line, said point being at Ogden City Engineer Station "A" 109+17.60 and "B" 14+96.37.

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

One hundred and forty-four dollars

(\$ 144.00)

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

14-031-0005, 0006, 0007 (?)

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 materials stored on either the temporary or perpetual easement shall be moved by the Grantee to another location on the property at no cost to the Grantors. After completion of the construction, said materials shall be returned by the Grantee to the place of original storage at no cost to the Grantors.

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.

Rodney W. Schaer
RODNEY W. SCHAER

Elinor L. Schaer
ELINOR L. SCHAER

Grantors

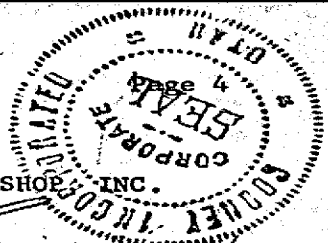
STATE OF UTAH)
COUNTY OF WEBER)

On the 2nd day of January, A.D., 1975, personally appeared before me RODNEY W. SCHAER and ELINOR L. SCHAER, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Fred M. Seymour
NOTARY PUBLIC
Residing at Ogden, Utah



My Commission Expires: May 25, 1976



COONEY'S MACHINE SHOP, INC.

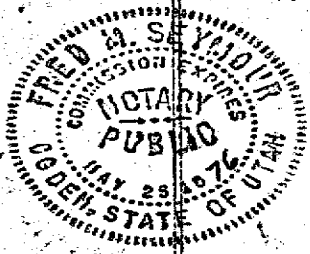
BY: John L. Cooney, Jr.
JOHN L. COONEY, JR.
President

ATTEST:

Lenore L. Cooney
LENORE L. COONEY, Secretary

STATE OF UTAH)
COUNTY OF WEBER)

On the 27th day of December, A.D., 1974, personally appeared before me JOHN L. COONEY, JR. and LENORE L. COONEY, who being by me duly sworn, did say that JOHN L. COONEY, JR. is the PRESIDENT and LENORE L. COONEY is the SECRETARY, respectively, of COONEY'S MACHINE SHOP, INCORPORATED, and that said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and the said JOHN L. COONEY, JR. and LENORE L. COONEY acknowledged to me that said Corporation executed the same.



Fred A. Seymour
NOTARY PUBLIC

Residing at Ogden, Utah

My Commission Expires: May 25, 1974

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. Paul Beckman City Attorney, Deputy

Approved as to Funds: Frederick Stueck, Director of Finance

FILED AND RECORDED FOR
Ogden City
1975 JAN 10 PM 3 22

630006

no fee

- Filed Indexed
- Recorded Abstracted
- Compare Post

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen