

James J Barker and Vincy R. Barker, his wife, GRANTORS, of Weber County, State of Utah, hereby warrant and convey unto OGDEN CITY, a municipal corporation of the State of Utah, GRANTEE, a temporary right-of-way, across our land for the construction of a sewer line, one hundred (100) feet wide along the course of the hereinafter described line, and a perpetual right-of-way across our land twenty-five (25) feet wide, the same being twelve and one-half (12½) feet on each side, along the following described course, to-wit: A part of the Northwest One-Quarter of Section Twenty (20) Township Six (6) North, Range one (1) West, Salt Lake Meridian, United States Survey. Beginning at a point on the South line of said Quarter Section, 400.28 feet North 89°9'30" West from the Southeast corner thereof; running thence North 0°58' East 1770.33 feet, thence on a 10° curve to the left for a distance of 450 feet, thence North 44°02' West to a point on the North line of said Quarter Section, 1,018.51 feet North 89°15'41" West from the Northeast corner and 1,634.97 feet South 89°15'41" East from the Northwest corner of said Quarter Section.

for the purpose of constructing and maintaining a sewer pipe line, with a full right of ingress and egress for the purpose of inspecting, repairing, maintaining and replacing said sewer pipe line.

IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City shall pay, and does hereby pay for said perpetual right of way, the sum of One and no/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged.

AND IT IS HEREBY FURTHER UNDERSTOOD AND AGREED that Ogden City shall pay and does hereby pay the sum of Seventy One Dollars (\$71.00) Dollars, being Fifty and no/100 (\$50.00) Dollars per acre for the one hundred-foot temporary right of way, there being One and forty two one hundredths acres in said one hundred-foot right of way across grantor's land, this amount being in full satisfaction for all damages whatsoever occurring to grantor's land and property by reason of the construction of said sewer for the years 1921 and 1922.

AND IT IS FURTHER UNDERSTOOD AND AGREED THAT IN the event said sewer is not completed during the years of 1921 and 1922 and the months of January and February 1923 Ogden City will pay said grantors for the use of said one hundred-foot temporary right of way at the rate of fifty and no/100 (\$50.00) Dollars per acre per year where the same crosses said grantor's land, the same being in full satisfaction for all damages whatsoever occurring to grantor's land and property by reason of the construction of said sewer.

AND IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City will pay all damages that may hereafter accrue to the crops and such like property by reason of any inspection, repairs, replacements or improvements.

IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City, after the laying of said sewer pipe line will cause the excavation therefor to be back filled, the pipe line covered, and cause the contractor to remove from said premises and right of way all excess dirt and over-burden, leaving said premises in as nearly the original condition as practicable.

WITNESS the hands of the Grantors and the Grantee, this the Third (3rd) day of November, A.D. 1921.

Signed in presence of

F.P. Gridley

Attest:

C.O.DeWolf
City Recorder

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Ogden City, Utah :
Corporate Seal :
.....

James J. Barker (Seal)

Vincy R. Barker (Seal)

GRANTORS

OGDEN CITY, A MUNICIPAL CORPORATION,

By Frank Francis
MAYOR
GRANTEE.

STATE OF UTAH,)
) SS.
County of Weber.)

On the Third Day of November, A.D. 1921, personally appeared before me James J Barker and Vincy R. Barker Grantors in and signors of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires,
Feb'y 25th 1922

W.J. Critchlow
Notary Public
Residing At: 352-29th Street
Ogden Utah

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W. J. Critchlow SR. Notary Public :
Weber County Utah Commission :
Expires Feb. 25, 1922 :
.....

STATE OF UTAH,)
) SS.
COUNTY OF WEBER.)

On the Third day of November, A.D. 1921, personally appeared before me FRANK FRANCIS, who being by me duly sworn, did say that he is the duly elected, qualified and acting Mayor of Ogden City, a Municipal corporation of the State of Utah; that the within instrument was signed in behalf of said Ogden City by authority of a resolution of its Board of City commissioners, and said Frank Francis acknowledged to me that said Ogden City executed the same.

My Commission Expires,
February 25th 1922

W.J. Critchlow
Notary Public
Residing At: 352-29th Street
Ogden Utah

.....
W.J. Critchlow SR. Notary Public :
Weber County Utah Commission :
Expires Feb. 25, 1922 :
.....

R I D E R

AS PART AND FURTHER CONSIDERATION, IT IS FURTHER AGREED AND UNDERSTOOD between the parties hereto, that the grantors in this agreement shall have the right to connect with the sewer constructed by said Ogden City, for household purposes only providing, that they shall make application to the City Engineer of Ogden City, and such connection shall be made under the direction and approval of said City Engineer, and at the grantors' expense, it being expressly agreed and understood by the parties hereto and as a part of the consideration herein referred to that the lands abutting and adjacent to the right of way herein described and now owned by grantors, and as further affected by the right of way herein granted, shall not be subject to special assessment or tax for the construction or maintenance of said sewer.

IN WITNESS WHEREOF, the grantors and grantee have caused these presents to be executed, this the Third day of November, A.D., 1921.

Signed in presence of
F.P. Gridley

James J. Barker (Seal)
Vincy R. Barker (Seal)
GRANTORS

Attest:
C.O.DeWolf
City Recorder

OGDEN CITY, A MUNICIPAL CORPORATION,

By Frank Francis
MAYOR

.....
Ogden City, Utah :
Corporate Seal
.....

W. J. A.

Filed for Record and Recorded Dec.16 A.D.,1921 at 12:07 o'clock P.M.
Glenna N. Fiet
County Recorder

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Olla May Barker Thomas GRANTORS, of Weber County, State of Utah, hereby warrant and convey unto OGDEN CITY, a Municipal Corporation of the State of Utah, GRANTEE, a temporary right-of-way across our land for the construction of a sewer line, one hundred (100) feet wide along the course of the hereinafter described line, and a perpetual right-of-way across our land twenty-five (25) feet wide, the same being twelve and one-half (12½) feet on each side, along the following described course, to-wit: A part of the Northwest One-Quarter of Section Twenty (20) Township Six (6) North, Range One (1) West, Salt Lake Meridian, United States Survey. Beginning at a point on the South line of said Quarter Section, 400.28 feet North 89°09'30" West from the Southeast corner thereof; running thence North 0°58' East 1770.33 feet, thence on a 10° curve to the left for a distance of 450 feet, thence North 44°02' West to a point on the North line of said Quarter Section, 1,018.51 feet North 89°15'41" West from the Northeast corner and 1,634.97 feet South 89°15'41" East from the Northwest corner of said Quarter Section.
for the purpose of constructing and maintaining a sewer pipe line, with a full right of ingress and egress for the purpose of inspecting, repairing, maintaining and replacing said sewer pipe line.

IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City shall pay, and does hereby pay for said right-of-way, the sum of One(\$1.00) Dollars, the receipt of which is hereby acknowledged, together with the further consideration set out in the rider attached hereto and made a part hereof.

AND IT IS HEREBY FURTHER UNDERSTOOD AND AGREED that Ogden City shall pay for all crops, trees, shrubbery and property that may be destroyed or injured by reason of the construction of said sewer pipe line through said premises, and to cause to be replaced any and all fences, ditches, culverts, and such like property, and that Ogden City will in all respects require the contractor to perform all the conditions of its contract as affecting the rights of the Grantors herein.

AND IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City will Pay all damages that may hereafter accrue to the crops and such like property by reason of any inspection, repairs, replacements or improvements.

IT IS FURTHER UNDERSTOOD AND AGREED that Ogden City, after the laying of said sewer pipe line will cause the excavation therefor to be back filled, the pipe line covered, and cause the contractor to remove from said premises and right-of-way all excess dirt and over-burden, leaving said premises in as nearly the original condition as practicable.