

JUL 23 4 00 PM '85

JUL 19 12 41 AM '85

Recorded Book
Page
Indexed

LaVar E. Stark
Attorney for Plaintiff
2485 Grant Avenue
Suite 200
Ogden, Utah 84401
Telephone: (801) 621-3646
Utah Bar No. A3080

CLERK
RICHARD STEENE
943642
\$11.50

DOUG CHAPIN
WEBER COUNTY CLERK
DEPUTY
AUG 1 9 20 AM '85
FILED AND RECORDED FOR
LaVar E. Stark

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

06-016-00010026, 00651
06-016-0075, 0073, 0074
PLATTED VERIFIED
ENTERED MICROFILMED
53/303

MARY FRANCES PULLUM,

Plaintiff,

vs.

PETERSON INVESTMENT, II,

Defendant.

CORRECTED ORDER, JUDGEMENT
AND DECREE

Civil No. 90495

This matter came on regularly for trial on Friday, the 10th day of May, 1985, at 9:30 A.M., in the Municipal Building, Ogden, Weber County, Utah, before the Honorable John F. Wahlquist, Judge of the above entitled Court, presiding, without a jury and Plaintiff was present and represented by her counsel of record, LaVar E. Stark and Defendant was neither present nor represented by counsel; and the Court having been informed that the parties had reached an agreement of settlement of the case and being informed by the Clerk of the Court that it was the desire of Defendant, through its counsel

BOOK 1472 PAGE 1315

1

Recorded Book
Page
Indexed

of record, John Sampson, that counsel for Plaintiff recite into the record the settlement agreement; and counsel for Plaintiff having recited into the record the agreement of settlement of the parties and being fully advised in the premises, the Court

HEREBY ORDERS, ADJUDGES AND DECREES:

1. Plaintiff's easement and right-of-way created and established as referred to in paragraph 3 of Plaintiff's Complaint is affirmed. The said easement and right-of-way is described in the attached Deeds of Conveyance which by this reference are made a part hereof.

2. Defendant, at its own cost and expense, shall, by October 31, 1985, cause said ditch to be covered and placed in conduit, with good and sufficient clean outs and with good and sufficient fall to effectively deliver Plaintiff's irrigation water to Plaintiff's land and premises on the North. In the event Defendant fails to comply with this provision, Plaintiff should have full, complete and unobstructed access to, along and from her easement along the full length thereof and the full 16 1/2 foot width thereof without hinderance.

3. Upon the completion of the covering and conduit

BOOK 1472 PAGE 1316

Recorded Book
Page
Indexed

referred to at 2 above, Defendant shall maintain and clean out the said pipe, at its expense, so that the same effectively delivers Plaintiff's irrigation water to Plaintiff's land to the North. In the event Defendant fails to comply with this provision, Plaintiff shall have full, complete and unobstructed access to, along and from her easement the full length thereof and the full 16 1/2 foot width thereof without hinderance. In the event of such non-compliance, Defendant shall be responsible to Plaintiff for damages incurred by her in connection herewith.

4. Defendant grants Plaintiff a perpetual 16 1/2 foot wide easement and right-of-way across its property from Riverdale Road to Plaintiff's headgate for ingress and egress to and from Riverdale Road to Plaintiff's headgate on the South of said granted easement and right-of-way.

5. During the water season of 1985, Plaintiff shall have full and complete access along, over and across the lands of Defendant to her easement and right-of-way.

6. These rights, privileges, duties and obligations shall enure to the benefit of and be binding upon the heirs,

BOOK 1472 PAGE 1317

Recorded Book
Page
Indexed

Personal Representatives, successors and assigns of the parties.

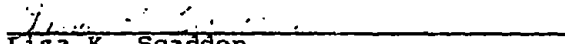
DATED this 23 day of July, 1985.

BY THE COURT:


John F. Wahlquist, Judge

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing CORRECTED ORDER, JUDGMENT AND DECREE to John P. Sampson, Attorney for Defendant, 2650 Washington Boulevard, Suite 102, Ogden, Utah 84401; postage prepaid this 19th day of July, 1985.


Lisa K. Scadden
Secretary

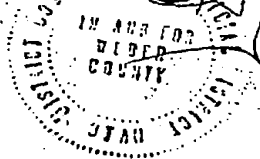
STATE OF UTAH }
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 21 DAY OF July 1985
RICHARD R. GREENE, COUNTY CLERK &
EX OFFICIO, CLERK OF DIST. COURT

BY 

BOOK 1472 PAGE 1318



~~1472-011~~

220124 11.57

Recorded at Request of _____

by _____

by _____

Dep. Book _____

Page _____

Ref. _____

Mail tax notice to _____

Address _____

WARRANTY DEED

MARY FRANCES BOEKWEG, a woman
of Ogden

County of Weber

grantor
State of Utah, hereby

CONVEY and WARRANT to PETERSEN INVESTMENT, II a limited
partnership

of Ogden, County of Weber State of Utah

grantee
for the sum of
DOLLARS,

Ten and no/100 and other good and valuable considerations

the following described tract of land in
State of Utah:

Weber

County,

A part of the Southwest Quarter of Section 7, T5N, R1W, S1B&M, U. S. Survey
Beginning at a point South 0°18'31" West 26.95 feet, North 64°15" East 1191.69
feet along the North line of Riverdale Road, North 0°30' East 180.95 feet, South
66°30' East 11.41 feet and North 0°44'15" East 879.54 feet along an old existing
fence from the Southwest corner of said quarter section, running thence North 0°
44'15" East 220.07 feet along said fence; thence South 37°26'48" East 393.47 feet
to the West line of 900 West Street; thence South 2°23'12" West 217.53 feet
along said street, thence North 87°26'48" West 393.47 feet, more or less, to the
point of beginning.

Reserving unto grantor an easement and right of way 1 rod in width extending 16 1/2
feet to the East of the West bank of presently existing irrigation ditch which runs
in a North South direction. Said easement and right of way to be utilized by Grantor and
its successors for so long as Grantors remaining premises to the North are used for
agricultural purposes requiring irrigation water. At such time as grantor no longer
requires irrigation water thru said ditch for grantors premises lying North of
above described premises the easement and right of way shall thereupon terminate.
Grantee is granted the privilege to cover or pipe said ditch at grantees expense
provided same shall not interfere with water flow and utilization thereof by grantor
for irrigation purposes. Subject to the restriction upon said premises that no
portion thereof may at any time be used for purpose of a commercial banking institution

WITNESS, the hand of said grantor, this 10th day of
August, A. D. 19 77.

Signed in the Presence of

Mary Frances Boekweg

STATE OF UTAH,

County of Weber

} ss.

On the 10th day of August, A. D. 19 77,
personally appeared before me Mary Frances Boekweg, a woman

the signer of the within instrument, who duly acknowledged to me that she executed the
same.

[Signature]

Notary Public.

My commission expires 4-18-81 Residing in Ogden, Utah

BOOK 1472 PAGE 1320

1977

1125-53

RECORDED FOR 11:12 04

Planned
Mailed
Manufactured

WARRANTY DEED

MARY FRANCES BOEKWEG, a/k/a Frances H. Boekweg, a woman, GRANTOR, of Ogden, County of Weber, State of Utah, hereby CONVEY and WARRANT to PETERSEN INVESTMENT II, a limited partnership, GRANTEE, of Ogden, Weber County, Utah, for the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the following described tract of land in Weber County, State of Utah:

A part of the Southwest Quarter of Section 7, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the North line of Riverdale Road, said point being 26.95 feet South 0° 18' 31" West and 1168.0 feet North 64° 15' East along the North line of Riverdale Road from the Southwest corner of said Section 7, said point also being on the Southeast corner of the property conveyed to C. C. Fingree by Warranty Deed in Book 402, Page 507; running thence three courses along the North line of Riverdale Road as follows: North 64° 15' East 287.14 feet, North 87° 00' West 41.60 feet and North 64° 15' East 197.64 feet to the West line of 900 West street; thence two courses along said West line as follows: North 0° 38' 20" East 318.00 feet and North 2° 33' 12" East 167.70 feet; thence North 87° 26' 48" West, 375.51 feet to an old existing fence; thence South 0° 44' 15" West 566.98 feet, along said fence to the North bank of an irrigation ditch; thence North 66° 30' West 24.68 feet along said North bank; thence South 0° 28' West 158.07 feet to the point of beginning. // /

RESERVING unto the Grantor over and across the above-described tract an easement and right of way one rod in width, extending 16 1/2 ft. to the East of the West bank of the now existing irrigation ditch, which extends in a generally north-south direction along the west line of said tract, for the maintenance and use of said irrigation ditch as it serves Grantor's premises to the north of the conveyed premises.

SUBJECT TO THE RESTRICTION upon said premises described in this instrument that no portion thereof may at any time be used for the purpose of conducting the business of a commercial banking institution.

WITNESS, the hand of said Grantor this 26 day of April, 1976.

Mary Frances Boekweg a/k/a
Frances H. Boekweg
MARY FRANCES BOEKWEG a/k/a
Frances H. Boekweg

Signed in the Presence of

Paul Henry

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

On the 26th day of April, 1976, personally appeared before me MARY FRANCES BOEKWEG, a/k/a Frances H. Boekweg, a woman, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Paul Henry
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires:
4-17-11

FILED IN 01 01 076 - 0326 INB 06-016-0321

BOOK 1472 PAGE 1321

493