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no fee

DOUGLAS STEPHENS
WEBER COUNTY RECORDER
DEPUTY *Donna Staker*

NOV 7 10 22 AM '85

FILED AND RECORDED FOR

*City of
Washington
Utah*

SEWER LINE EASEMENT AND COVENANT

This Agreement, made and entered into this 31st day of October, 1985, by and between Douglas B. and Elaine R. Stephens, Grantors, and the City of Washington Terrace, a municipal corporation, Grantee, witnesseth:

WHEREAS, Grantors own or hold an interest in a tract of real property, a portion of which is in Washington Terrace, Weber County, Utah, and

WHEREAS, the Grantee desires a permanent sewer line easement across a portion of said property,

NOW, THEREFORE, Grantors do hereby grant, assign, and set over to the Grantee sewer line easements which shall include a twenty (20) foot permanent sewer line easement, ten (10) feet each side of the following described centerline, and two additional thirty (30) foot temporary construction easements, thirty (30) feet each side of and contiguous with the permanent sewer line easement. The aforesaid centerline is more particularly described as follows:

Beginning at a point on Grantor's west boundary line (an existing north-south fence line), said point being North 209.58 feet and East 1.34 feet from the Southwest corner of Section 17, T5N, R1W, S1B&M (basis of bearing; N 89°45'38" E between said southwest corner and the southeast corner of Section 17); thence along the centerline of the following described sewerline:

N 89°19'24" E 235.68 feet to MH #10 (ARIX Engineer's Drawings 9/85); S 77°21'41" E 2,780.50 feet to MH (#16A)
N 18°32'13"E 268.30 to the south boundary line of the Parson Development Company property as described and recorded under Serial Number 07-079-0025 in the Weber County Recorder's Office.

Also, beginning at a point along above-described sewerline, said point being N 89°19'24" E 164.66 feet along the sewer

07-079-0001, 0011
07-056-0001

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centerline from initial point on Grantors' west boundary line (an existing N/S fenceline), and called MH #9 in Engineer's drawings; thence along the centerline of the following described sewerline:

N 00°28'50" W 950.77 feet to an existing manhole near 5600 South 500 West, Washington Terrace, Utah.

Also, beginning at a point along above-described sewerline, said point being called MH #16; thence along the centerline of the following described sewerline:

S 44°28'22" E 418.29 feet to MH #28;
S 60°22'54" E 496.72 feet to MH #29;
S 81°39'21" E 309.78 feet to MH #30;
S 64°40'46" E 501.87 feet to MH #31;
S 78°49'09" E 487.66 feet to MH #32.

Said permanent sewer line easement is for the purpose of installing, constructing, maintaining and repairing a sanitary sewer line. This grant of said permanent sewer line easement includes all rights and interests in and to that real property heretofore described as subject to the said permanent sewer line easement as are reasonably necessary to carry out the purpose of said permanent sewer line easement, including free ingress and egress in, from and over that real property heretofore described as subject to the said permanent sewer line easement.

Grantors reserve the right to use and enjoy that real property heretofore described in any manner which will not impair or interfere with the exercise of any of the rights herein granted. Specifically, grantors reserve the right to construct and maintain improved streets and roadways, sidewalks, culinary and irrigation water lines, gas lines, telephone lines and facilities, underground and overhead power lines and facilities, and storm drains within and across the herein-described permanent sewer line easement. It is understood that the sewer line easements granted herein are nonexclusive.

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The temporary construction easements granted herein shall be for a term ending upon the completion of construction of the aforesaid sanitary sewer line or two hundred seventy (270) days from the date of this Agreement, whichever first occurs.

Grantee, its contractors and agents shall construct and maintain the aforesaid sanitary sewer line in a good and workmanlike manner. Fill areas shall be properly compacted and all areas shall be free of construction waste and debris. The ground surface of all easements granted hereunder shall be left, immediately following installation of the sanitary sewer line, smooth and contoured to the surface of the surrounding ground. The ground surface shall be smoothed and contoured so as to avoid any ponding of storm waters. If more fill material is reasonably necessary than exists within the sewer line easements, the same will be made available as per the directions of Douglas B. Stephens.

In consideration of the foregoing grant of easement, Grantee hereby covenants and agrees that Grantors may, upon demand, connect to the aforesaid sanitary sewer line for the purpose of providing sanitary sewer service to any and all contiguous or adjoining real property presently owned by Grantors, or either of them, or in which Grantors, or either of them, hold an undivided fractional interest. It is understood and agreed that said contiguous or adjoining real property includes both real property presently within the boundaries of the City of Washington Terrace and real property not presently within the boundaries of the City of Washington Terrace. It is further understood and agreed that said contiguous or adjoining

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real property includes undeveloped real property which could be served by the aforesaid sanitary sewer line only by employing the use of pumps or lift stations. It is still further understood and agreed that said contiguous or adjoining real property includes real property in which a third party, T. H. Inc., presently owns an undivided fractional interest as tenant in common with Grantors or either of Grantors. The aforesaid tract of contiguous or adjoining real property includes a portion of each of the following quarter sections in Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Sec. 17: SW 1/4;

Sec. 19: NE 1/4;

Sec. 20: NW 1/4, NE 1/4, and SE 1/4;

Sec. 21: NW 1/4, NE 1/4, SW 1/4, and SE 1/4.

Connections to said sanitary sewer line may be made at convenient locations either directly from a housing unit or by collection lines or laterals from more than one housing unit. The cost of constructing and installing connecting lines and lateral lines shall be the responsibility of Grantors, their successors and assigns.

No connection fee or charge shall be made or levied against Grantors by Grantee other than the standard per house or residential dwelling unit connection fee or charge made and levied against other persons in the general vicinity who connect to the said sanitary sewer line.

The covenants and agreements contained herein shall run with the land hereby conveyed and shall extend to and be binding

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upon the assigns, legal representatives and successors of Grantee. Said covenants and agreements shall inure to the benefit of the heirs, assigns, legal representatives and successors of Grantors, or either of them, to whom any part of said contiguous or adjoining real property shall at any time become or belong. It is understood and agreed that the foregoing covenants and agreements are for the benefit of the present and future owners of the described subservient estate and the contiguous and adjoining real property, and all or any of them may at any time maintain a suit, or suits, for the specific performance of any or all of the said covenants and agreements and to restrain any violations thereof.

It is understood and agreed that this Sewer Line Easement and Covenant shall apply to and bind the heirs, assigns, legal representatives and successors of the respective parties hereto.

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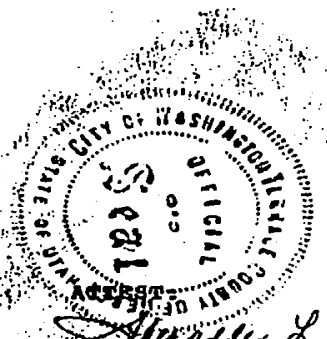
IN WITNESS WHEREOF, the said parties to this Sewer Line Easement and Covenant have hereunto signed their names on the day and year first above written.

Douglas B. Stephens
DOUGLAS B. STEPHENS, Grantor

Elaine R. Stephens
ELAINE R. STEPHENS, Grantor

CITY OF WASHINGTON TERRACE
By authority of Washington
Terrace Ordinance 2-2-1:

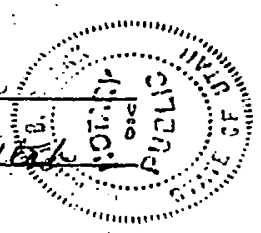
By Lola R. Morgan
LOLA R. MORGAN, Mayor



Sherille L. Ito
Sherille L. Ito, City Recorder
STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 1st day of November, 1985, personally appeared before me Douglas B. Stephens and Elaine R. Stephens, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Mary B. Stash
NOTARY PUBLIC
Residing in Ogden, Utah



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My Commission Expires:
4-3-87

STATE OF UTAH)
)SS.
COUNTY OF WEBER)

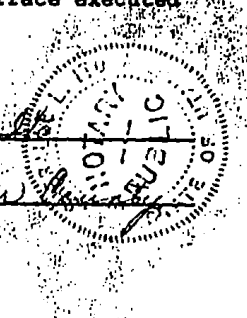
On the 5th day of November, 1985, personally
appeared before me Lola R. Morgan, who being by me duly sworn,
did say that she is the Mayor of the City of Washington Terrace,
and that said instrument was signed in behalf of said City of
Washington Terrace by authority, and said Lola R. Morgan
acknowledged to me that said City of Washington Terrace executed
the same.

Lola R. Morgan
NOTARY PUBLIC

My Commission Expires:

10-20-86

Residing in Bellevue, Oregon



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