

ENT 632372 Bk 680 Pg 666  
DATE 2-JAN-1996 2:33PM FEE 0.00  
MICHAEL L GLEED, RECORDER - FILED BY JH  
CACHE COUNTY, UTAH  
FOR NORTH LOGAN CITY

### AGREEMENT

This agreement is made and entered into this 27 day of Dec 1995 by and between the City of North Logan, a Utah Municipal Corporation which shall be called the "City" in this agreement, and Maurine Neilson and daughter Cheryl Ann Neilson Cradic, jointly and severally, who shall be called "Neilsons" in this agreement.

WHEREAS the City is requesting an easement lying within the Neilsons land for the purpose of installing a culinary water line and

WHEREAS the Neilsons feel they should be compensated for the granting of said easement and

WHEREAS the City and Neilsons have come to an agreement as to what that compensation should be.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein undertaken, it is agreed between the parties as follows:

1. (a) The city shall install a culvert in the hollow north of Green Canyon Road at the west end of the Neilson's property and install a new fence the full length of the west line of the Neilson's property. The culvert will be the same diameter as the existing culvert under the right-of-way to the city's back-wash pond and will tie into the existing culvert. It will extend eastward to a point 30 feet east of the fence line. After installation of the culvert, the hollow will be filled in with pit run gravel to make a crossing level with the existing ground on both sides of the hollow. The fence shall consist of treated pine posts set every ten feet with two rows of pine poles nailed to the posts. A pole gate will be constructed immediately south of the culvert in line with the existing pole fence on Green Canyon Road. The gate will consist of two treated pine posts at each end set 12 inches apart with 2X4 cross pieces nailed from one post to the other. These cross pieces will support 3 pine poles which will complete the gateway.

1. (b) The city also agrees to furnish water to the Neilson residence at 1342 East 2200 North at no cost as long as Maurine Neilson is alive. Based upon past usage there would be a limit of 280,000 gallons per year of free water. Any usage above that amount would be billed at the going rate for that year. By definition, "free water" would mean that the residence would not be billed the monthly administrative charge nor the usage fee. The standard fees for sewer, trash and dispatch would continue to be charged.

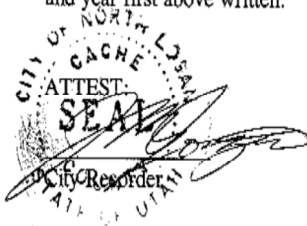
2. The aforementioned fence and free water are granted as compensation for the granting of a twenty (20) foot wide easement for the installation of said waterline in accordance with the easement dated 27 Dec 95

3. The City also acknowledges that by previous agreement made originally on September 30, 1973 and extended on the 27th of January 1983 and extended again on the 8th of March 1985, the Neilsons were granted one free water hookup and two hookups at the going rate when they would be requested.

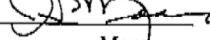
4. The City agrees to make all three hookups from such prior agreement, free and permanent to be used within the City where city water system is available. These hookups may be sold or transferred to another party after proper notification to the City.

5. Be it understood by all affected parties that "Neilsons" now have the right to three (3) free hookups to the City water system to be used anywhere within the City where the water system is available. It is further understood that a free water hookup constitutes the waiver of the City's water hookup fee. The hookup fee does not include the extension of any water mains. It does include the installation of the service line to a customer's property line and the installation of the meter barrel, setter, meter, ring and cover unless the service is located within a subdivision, in which case it includes only the meter. In no case does it include the service line from the meter barrel to the customer's residence. Additionally, the free hookup does not include any future water-system impact fees which may be imposed.

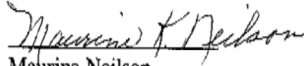
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first above written.

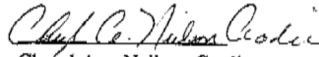


NORTH LOGAN CITY

By   
Mayor

NEILSONS

  
Maurine Neilson

  
Cheryl Ann Neilson Cradic