

## SEWER LINE MAINTENANCE AGREEMENT

1. William N. White ("White"), as the owner of real property commonly known as 381 East State Road 35, Francis, Utah and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), hereby agrees to be responsible for the maintenance, repair and any replacement that may ultimately be required, of the lateral sewer line servicing the Property, which lateral sewer line shall consist of the connection of such sewer line to the main sewer line within the Francis right-of-way and everything on the Property side of such connection (including any portions of such lateral sewer line that may be within the Francis right-of-way itself rather than within the actual boundaries of the Property).

2. White's personal liability as set forth herein shall only apply to maintenance, repairs and/or replacement of the subject lateral sewer line which may be necessary during the period of time that he owns the Property. Title to the Property itself shall be held, sold and conveyed subject to the terms and provisions contained within this instrument, which terms and provisions shall run with title to the Property and shall be binding upon all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and are imposed upon the Property, and every part thereof, as a servitude in favor of Francis Town. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of White with respect to ownership of the Property. This instrument shall be recorded in the office of the Summit County Recorder, and shall constitute a perpetual encumbrance against the Property.

3. White and/or his successors in interest with respect to the Property, shall pay Francis Town upon demand any and all cost and expenses incurred by Francis Town in enforcing any of the terms or provisions of this instrument, including, but not limited to, attorney's fees (regardless of whether or not a lawsuit is filed).

4. Should any one or more of the provisions of this instrument be determined to be illegal or unenforceable, all other provisions of this instrument shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

5. This Agreement has been executed and delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the 7<sup>th</sup> day of August, 2002.

  
WILLIAM N. WHITE

{Acknowledgement on Following Page}

00627911 Bk01465 Pg01176-01178

ALAN SPRIGGS, SUMMIT CO RECORDER  
2002 AUG 13 14:09 PM FEE \$1.00 BY DMG  
REQUEST: FRANCIS TOWN

**Acknowledgement**

On this 7<sup>th</sup> day of August, 2002, personally appeared before me, WILLIAM N. WHITE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.

*Carolee Kirk*

\_\_\_\_\_  
Notary Public



EXHIBIT "A"

BEGINNING at a point in the center of the Francis-Kamas Road, said point being 1656.5 feet South from the Northwest corner of the Southwest quarter of Section 28, in Township 2 South of Range 6 East of the Salt Lake Base and Meridian; and running thence East 856.0 feet; thence North 214.5 feet; thence East 1145.0 feet; thence South 1221.0 feet more or less to the center of the Francis-Woodland Road; thence West 410.0 feet; thence North 165.0 feet; thence West 354.50 feet; thence North 143.22 feet; thence West 989.34 feet; thence North 249.66 feet; thence West 248.16 feet to said center of the Francis-Kamas Road; thence North 448.62 feet to the place of beginning.

LESS AND EXCEPTING therefrom that portion of land conveyed to Corporation of Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation sole by that certain Warranty Deed recorded March 20, 1985 as Entry No. 231933 in Book 335 at Page 575, Summit County Records, and more particularly described as follows:

BEGINNING at a point 1243.50 feet East and 165.00 feet North from the Southwest corner of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian; and running thence North 143.22 feet; thence East 378.45 feet; thence South 308.22 feet; thence West 46.86 feet; thence North 165.00 feet; thence West 331.60 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM THE PROPERTY FIRST DESCRIBED ABOVE that land conveyed to Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corporation sole by that certain Quit Claim Deed recorded January 9, 1989 as Entry No. 302978 in Book 507 at Page 526A, Summit County Records, and more particularly described as follows:

BEGINNING at a point 1243.5 feet East and 165 feet North of the Southwest Corner of the Southwest 1/4 of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence North 143.22 feet; thence West 6.00 feet; thence South 143.22 feet; thence East 6.00 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM THE PROPERTY FIRST DESCRIBED ABOVE that portion of land conveyed to Wild Willow Limited Company by that certain Quit Claim Deed recorded November 16, 1993 as Entry No. 391456 in Book 766 at Page 26, Summit County Recorder, and more particularly described as follows:

BEGINNING at a point 2100.78 feet South and 874.5 feet East of the Northwest Corner of the Southwest Quarter of Section 28, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and running thence East 165 feet; thence South 132 feet; thence West 165 feet; thence North 132 feet to the place of beginning.

FT-16  
CD-2018

00577419 Bk01343 Pg00048

**RECORDER'S NOTE**

LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED.

00627911 Bk01465 Pg01178