

WHEN RECORDED, MAIL TO:

CLEARFIELD CITY CORP.  
RECORDER'S OFFICE  
140 East Center St.  
Clearfield, Utah 84015

RETURNED

SEP 25 1998

E 1442855 B 2361 P 1030  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1998 SEP 25 10:02 AM FEE 18.00 DEP MEC  
REC'D FOR CLEARFIELD CITY CORP

NW 12 411-2W

Space Above This Line for Recorder's Use

PT 12-066-0034, 0014, 0032, 0033

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of     TEN     Dollars (\$ 10<sup>00</sup> ) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the City of Clearfield, hereinafter referred to as "Grantee", whose address is \_\_\_\_\_, its successors, assigns, lessees, licensees and agents a perpetual easement for sewer facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) The right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he is the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Dated this 3<sup>rd</sup> day of JUNE, 1998.

Ord & Rodgers Homes-Clearfield, L.C.

By: Ord Properties, Inc.  
Manager

By: John E. Ord  
John E. Ord  
President

ACCEPTED BY:

Thomas C. Waggoner  
Thomas C. Waggoner, Clearfield City Mayor

ATTEST:

Rayma Towne  
Rayma Towne, Deputy Recorder

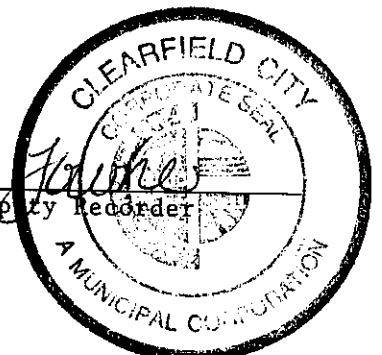


EXHIBIT A

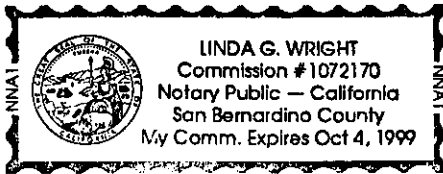
20' WIDE SEWER EASEMENT:

A 20' WIDE SEWER EASEMENT EXTENDING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT THAT IS S.00°09'18"W. 886.008 FEET FROM THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N.41°23'52"W. 56.590 FEET; THENCE N.00°28'44"E. 226.457 FEET; THENCE N.82°13'25"W. 212.967 FEET; THENCE N.35°16'31"W. 75.587 FEET TO THE TERMINUS POINT. CONTAINS 0.26 ACRES.

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF SAN DIEGO )

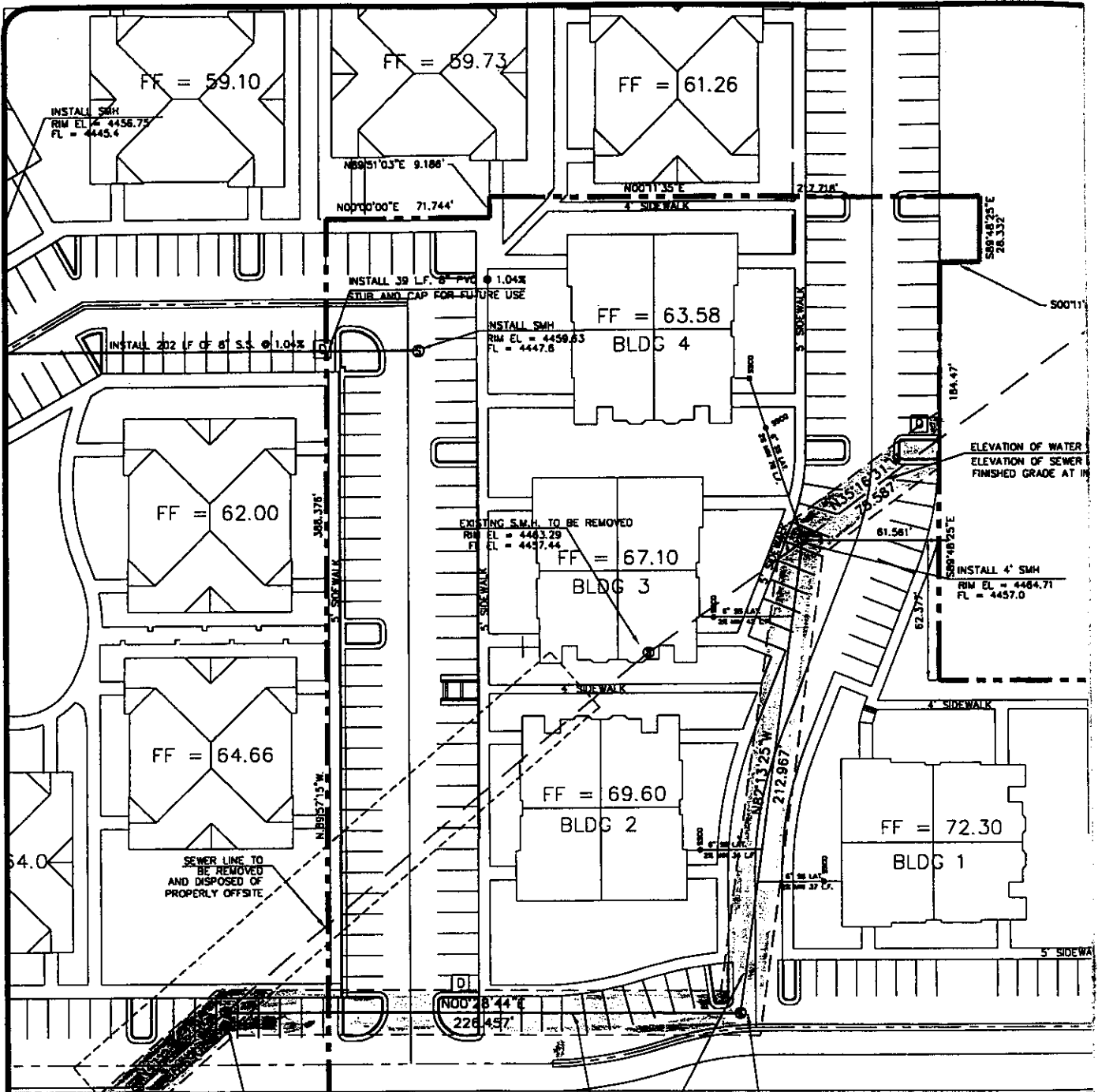
On the 3rd day of June, 1998, personally appeared before me John E. Ord, who being by me duly sworn did say that he is the President of Ord Properties, Inc., a Corporation, which Corporation is known to me to be the Manager of Ord & Rodgers Homes - Clearfield, L.C., a Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Corporation pursuant to a resolution of its Board of Directors both in its capacity as a Corporation and as the Manager of said Limited Liability Company.

*Linda G. Wright*  
\_\_\_\_\_  
NOTARY PUBLIC



Residing at: *SAN DIEGO*  
My Commission Expires: *10-4-99*

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Date			
No.	Revision	By	Date

Project Number E0180397  
 Designed By GSD Drawn By GSD/AUTOCAD  
 File Name SEWWAT1.DWG  
 Checked By KWW Date 7/29/97



E 1442855 B 2361 P 103

EXISTING 12" S.S.



HORZ. SCALE 1" = 30'

CONSTRUCTION NOTES

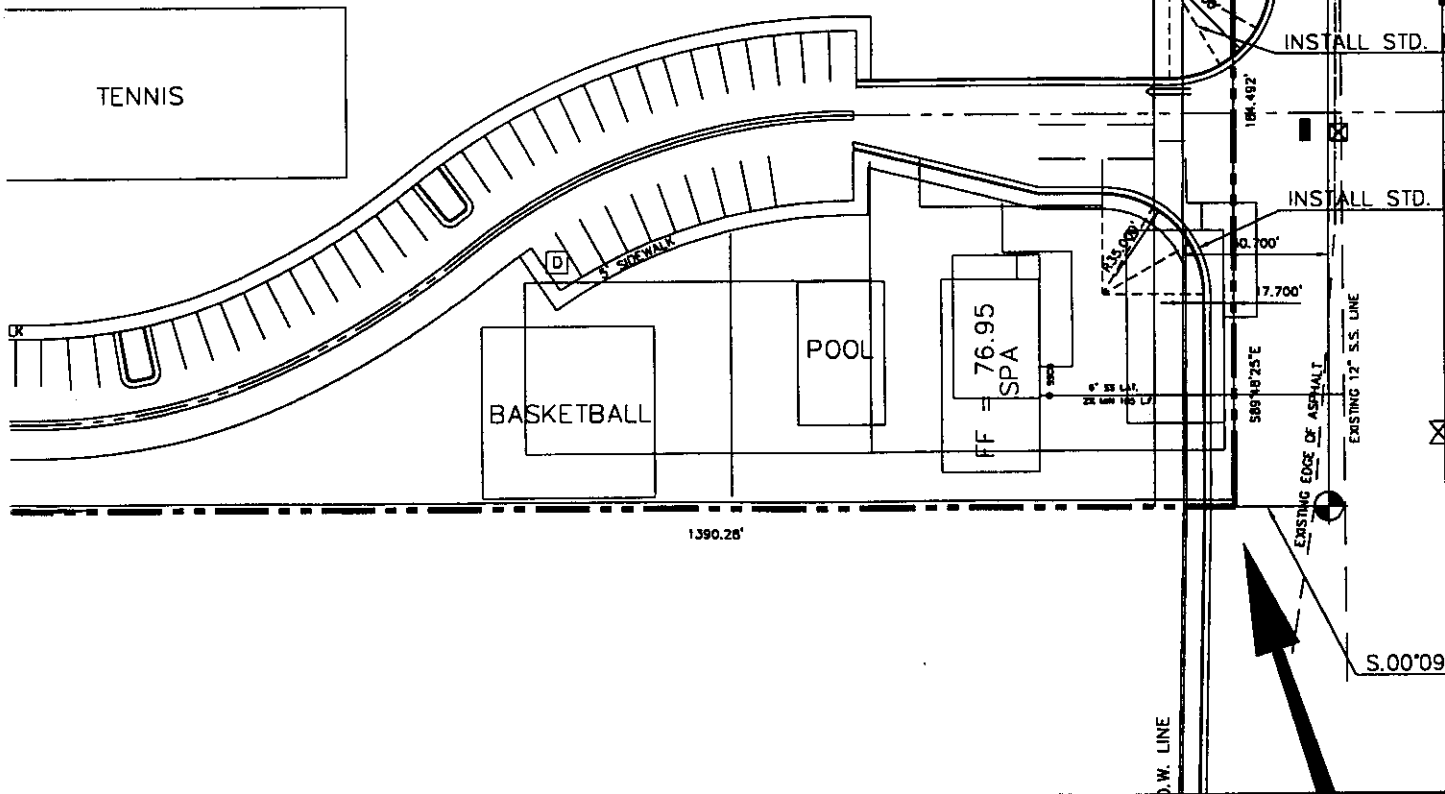
1. IMPORT OF APPROVED BACKFILL FOR WATER, STORM AND SEWER LINES IF REQUIRED.
2. ALL WATER LINE MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CLEARFIELD PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
3. WATERLINES TO BE PVC PIPE (AWWA C900 CLASS 200) WITH TRACER TAPE.
4. ALL ROADWAYS CURB, WALK AND STREET PAVEMENT IMPROVEMENTS SHALL BE IN ACCORDANCE WITH CLEARFIELD PUBLIC WORKS STANDARDS AND SPECIFICATIONS. ALL CUTS TO EXISTING ROADS WILL BE SAW CUT AND SQUARED. CONTRACTOR TO ONE FOOT WITHIN EXISTING ASPHALT PRIOR TO EXTENDING ASPHALT AND BASE TO NEW CURB AND GUTTER.
5. ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL CONFORM TO CLEARFIELD PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
6. ALL STORM DRAIN CONSTRUCTION AND MATERIALS SHALL CONFORM TO CLEARFIELD PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
7. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL UTILITIES SHOWN OR NOT SHOWN.
8. ALL WATERLINES SHALL BE A MINIMUM OF 48"/MAX 60" BELOW FINISHED ASPHALT TO TOP OF PIPE. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO FINISHED GRADE WITH CONCRETE COLLAR.
9. CONTRACTOR SHALL ATTEND ALL PRECONSTRUCTION MEETINGS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.
11. CONTRACTOR TO NOTIFY PUBLIC WORKS FOR CHLORINE TEST PRIOR TO FLUSHING LINES, TESTING TO COMPLY WITH CITY AND STATE STANDARDS.
12. CONTRACTOR TO LOOP WATER LINE UNDER STORM DRAIN BUT OVER SEWER AS REQUIRED.
13. CONTRACTOR TO COORDINATE TIE-IN OF NEW WATER LINE TO EXISTING MAIN WITH PUBLIC WORKS.
14. CONTRACTOR IS RESPONSIBLE FOR BACKFLOW HAZARD ASSESSMENT. ALL BACKFLOW DEVICES USED WILL BE APPROVED IN ACCORDANCE WITH CITY AND STATE STANDARDS.
15. ALL HYDRANTS WILL BE INSTALLED WITH A CONCRETE THRUST BLOCK.
16. CONTRACTOR RESPONSIBLE FOR THE CARE OF ALL STAKES.
17. CONTRACTOR TO STAKE AND FIND ALL UTILITIES. POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICT EXISTS. NOTIFY ENGINEER IF CONFLICT EXISTS. ENGINEER NOT RESPONSIBLE FOR LOCATION AND DEPTH OF UTILITIES.

35°W 17.310'

AT INTERSECTION = 4458.4  
AT INTERSECTION = 4456.8  
INTERSECTION = 4464.4

N00°11'35"E

494.490'



Eckhoff, Watson & Preator

ENGINEERING

3895 South 700 East, Suite 300, S.L.C. UT. 801-261-0090

(Sheet Title)

(Project Name)

(Client Name)

(Address)

SEWER AND WATER PLAN  
THE MEADOW CONDOMINIUMS

ORD AND RODGERS CONSTRUCTION  
5122 AVENIDA ENCINAS, CARLSBAD, CA. 92008

Sheet Number

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of