

3449-84
Recorded at request of Wallace Winder Fee Paid 19.00
Date May 14, 1984 at 3:40 M. Sala Anderson Uintan County Recorder
By Donna Mott Deputy Book 357 Page 594

FENCE LINE AND SEWER EASEMENT AGREEMENT

THIS AGREEMENT, executed this 26th day of April, 1984,
1984, by and between C & H DISTRIBUTING COMPANY, a Colorado Cor-
poration, hereinafter referred to as "C & H"; and the J. REX WINDER
FAMILY PARTNERSHIP, and J. REX WINDER, and W. WALLACE WINDER and
WINNIFRED J. WINDER, hereinafter all referred to as "Winder";

WITNESSETH:

WHEREAS, C & H is the owner of 5.61 acres located in
Section 25, Township 4 South, Range 21 East, Salt Lake Base and
Meridian as more fully set forth in Exhibit A attached hereto and
as delineated in Exhibit B attached hereto, with such property
hereafter being referred to as "servient property"; and

WHEREAS, the said J. Rex Winder Family Partnership and
William Wallace Winder and Winnifred J. Winder own collectively,
either individually or jointly or as tenants in common, approxi-
mately 33.5 acres as described in Exhibit C attached hereto, the
said property being located to the west and to the south of the
servient property, and hereinafter referred to as the "dominant
property"; and

WHEREAS, because of the location of these properties with respect to each other, it is necessary that an easement be granted to Winder over and across the property of C & H for the purposes of building and maintaining a sewer line and hooking up with sewer connections either within the property of C & H or on the east end of property owned by C & H; and

WHEREAS, it appears from the legal survey of said property as attached hereto as Exhibit D that the fence line is not on the surveyed property line and C & H and Winder desire to have a new fence line constructed on the property line and also to provide for an easement for sewer purposes for Winder;

NOW THEREFORE in consideration of these premises and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties hereby agree that the true boundary line separating the servient property from the dominant property on the west and south sides of the servient property shall be as follows: Beginning at a point in Section 25, Township 4 South, Range 21 East, Salt Lake Base and Meridian which is 330 feet south of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said section parallel to the East section line of said Section to point of beginning; thence South parallel to the East Section

line of said Section 337.688 feet to the Southwest Corner of the⁵⁹⁶
North Half of the Northeast Quarter of the Northeast Quarter of
said Section; thence East parallel to the North line of said
Section 995.30 feet to the extent such line borders on property
owned by Winder. Such property line is delineated in Exhibit D
hereto.

2. C & H will construct a fence at no cost to Winder on
the surveyed property line as described in paragraph 1 hereof for
the benefit of Winder and C & H. C & H hereby agrees that in the
construction of the fence a gate will be placed either on the west
of the servient property or on the south of the servient property
at a location to be designated by Winder for the purpose of
granting Winder access to the servient property, and Winder is
entitled to graze said property until said property is developed
by C & H.

3. C & H hereby agrees and does hereby grant and convey
to Winder an easement over and through the servient property for
the purpose of constructing and maintaining a sewer line. Such
easement shall be of sufficient width to construct and maintain
sewer lines and shall extend into and through the servient property
along the following boundary lines between lots and/or along the
following boundary lines as shown in Exhibit B:

- a. between Lots 10 and 11
- b. between Lots 11 and 12
- c. between Lots 12 and 14

d. between Lots 14 and 15

597

e. along the north property lines of Lots 7 and 9.

The servient property shall also include the proposed 1300 East Street in its entirety as shown on Exhibit B, and the easement identified in this Paragraph shall extend into and through the proposed 1300 East Street and into and through the 600 South Circle as shown on Exhibit B.

4. This easement is given subject to the following conditions:

a. If C & H has developed the property and has constructed sewer lines either draining to the north to 500 South, or draining to the east to U. S. Highway 40, before the time Winder or their successor in interest desires to hook up to the sewer or other improvements, then Winder may hook up to said sewer lines at no cost to Winder except for the construction of the line from the dominant property to the hook-up point in the servient property, and except for any hook-up fee that may be required by Naples City (or any other governmental unit having authority) with respect to the sewer lines constructed by Winder pursuant to this Paragraph.

b. If C & H has not constructed a sewer line connecting to an established sewer system at the time Winder or its successors in interest desire to hook-up the sewer or other improvements then Winder may, at its option, construct, at its own expense, a sewer line along the said easement as described herein

or along such other easement as is agreed upon by the parties. Before C & H utilizes or hooks into any of the improvements made by Winder on the servient property, C & H shall reimburse Winder for the cost of any improvements made by Winder on the servient property except the cost of any improvements made by Winder from the dominant property to the hook-up point in the servient property. Such reimbursements shall include, at a minimum, payment to Winder for the cost of any improvements made by Winder on the servient property from the hook-up point to the main sewer line on 5th South or U.S. Highway 40 to the point utilized or likely to be utilized by C & H which is farthest from said main hook-up point.

c. The parties hereby further agree that when the sewer, water, or other improvements are constructed upon the property, that any improvement so constructed shall be of a sufficient size to meet the necessary needs of both the dominant and servient properties as determined by an independent engineer or as otherwise agreed upon by the parties at the time of construction.

5. It is further agreed by the parties hereto that, except as provided herein, each party shall bear its own costs and expenses for engineering and other costs that might be required on the part of such respective parties, or their successors in interest for the construction of any such improvements.

6. The provisions of this Agreement shall bind and inure to the benefit of the parties, and their respective successors, legal representatives, heirs and assigns, whether or not otherwise specifically indicated in this agreement.

IN WITNESS WHEREOF the parties have signed and sealed this instrument this 26th day of April, 1984.

IN THE PRESENCE OF:

C & H DISTRIBUTING COMPANY,
a Colorado Corporation

John C. Beaslin

BY: [Signature]
John Harding

ITS: President

BY: [Signature]

ITS: Secretary

J. REX WINDER FAMILY
PARTNERSHIP

John C. Beaslin

BY: [Signature]
J. Rex Winder,
General Partner

WILLIAM WALLACE WINDER

John C. Beaslin

BY: William Wallace Winder
William Wallace Winder

BY: Winnifred Winder
Winnifred Winder, his wife

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

600

On this 26th day of April, A. D. 1984,
personally appeared before me John Harding, who being by me duly
sworn did say that he, the said John Harding is the President of C
& H Distributing Company, and Billie Jones, who
being by me duly sworn did say that she, Billie Jones,
is the Secretary of C & H Distributing Company, and that the within
and foregoing instrument was signed in behalf of said corporation
by authority of a resolution of its board of directors and said
John Harding and Billie Jones duly acknowledge
to me that the corporation executed the same and that the seal
affixed is the seal of the said corporation.

John C. Bearden
Notary Public

My commission expires: 11/26/1984

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

On the 26th day of April, A. D. 1984,
personally appeared before me J. Rex Winder, who being duly sworn
did assert that he is a general partner of the J. Rex Winder Family
Partnership and has authority to execute this agreement on behalf
of said Partnership and who duly acknowledged to me that he execu-
ted the same as his free act and deed.

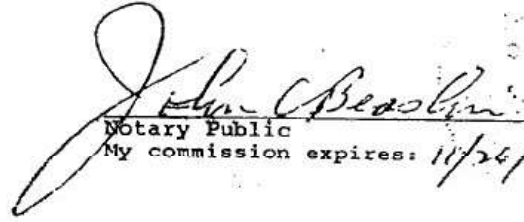
John C. Bearden
Notary Public

My commission expires: 11/26/1984

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

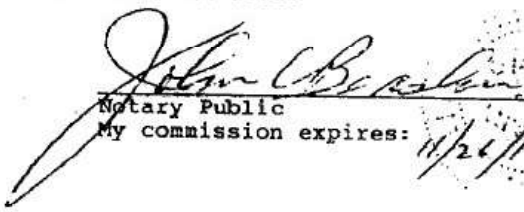
601

On the 26th day of April, A. D. 1984,
personally appeared before me W. Wallace Winder, and Winnifred J.
Winder, his wife, the signers of the above agreement who duly
acknowledged to me that they executed the same as their free acts
and deeds.


Notary Public
My commission expires: 11/26/1984

STATE OF UTAH)
) ss.
COUNTY OF UINTAH)

On the 26th day of April, A. D. 1984,
personally appeared before me J. Rex Winder, a single man, the
signer of the above agreement who duly acknowledged to me that he
executed the same as his free act and deed.


Notary Public
My commission expires: 11/26/1984

Doc Id. 1040N/REW

EXHIBIT AC & H DISTRIBUTING COMPANY PROPERTY

BEGINNING at a point in the NE 1/4 Section 25, T4S, R21E, Salt Lake Base & Meridian West parallel to the North Section line of said Section 961.39' and South parallel to the East Section line of said Section 330.00' from the Northeast corner of said Section; thence South parallel to the East Section line of said Section 138.00'; thence East parallel to the North Section line of said Section 86.36'; thence Northeasterly along a curve to left 15.50 feet, said curve has a radius of 20.00' and a delta angle of $44^{\circ}24'55''$; thence Southeasterly along a curve to the right 106.06', said curve has a radius of 50.00' and a delta angle of $121^{\circ}32'19''$; thence N $77^{\circ}07'24''$ E - 142.95'; thence East parallel to the North Section line 200.00' to the West right-of-way line of U.S. Highway 40; thence Southeasterly along a curve in the West right-of-way line of said highway, 234.69' more or less; thence West parallel to the North line of said Section line 995.30' feet; thence North parallel to the East Section line of said Section 337.69'; thence East parallel to the North Section line of said Section 372.65' to the point of beginning. Contains 5.61 acres more or less.

961.39' to NE Corner Section 25
T4S R21E S1B4M

EXHIBIT B

LOCATED IN SECTION 25
T4S R21E S1B4M.

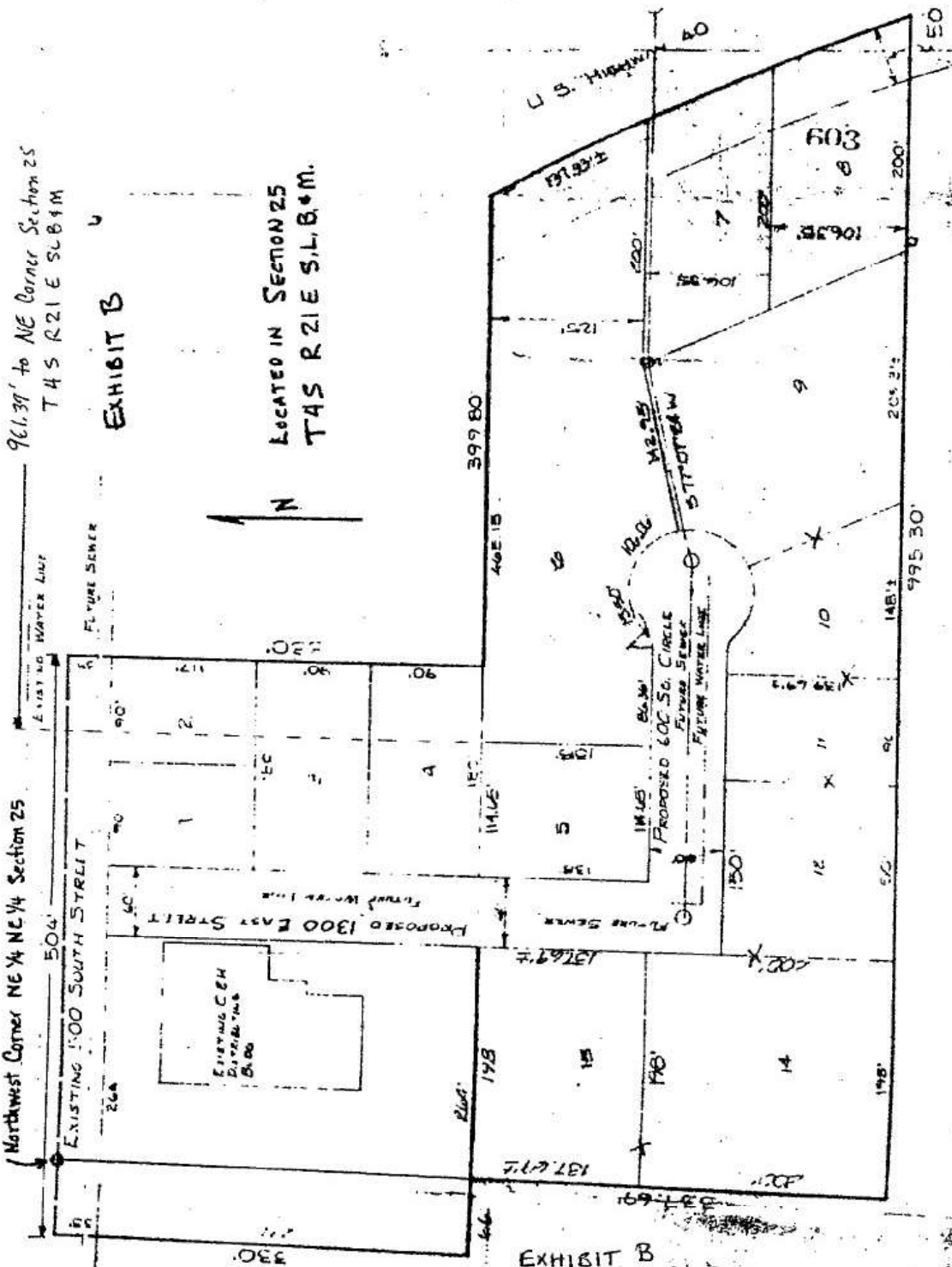


EXHIBIT B

EXHIBIT CWINDER PROPERTYPARCEL A

Beginning at a point on the North line Section 25, T4S, R21E, S.L.B. & M. N 89° 57' 12" E 560.0' from the N 1/4 corner of said Section; thence N 89° 57' 12" E along the said North Section line 334.04'; thence S 0° 07' 08" E parallel to the East line of the NW 1/4 NE 1/4 of said Section 330.0'; thence N 89° 57' 12" E parallel to the said North Section line 330.0' to the said East line NW 1/4 NE 1/4; thence S 0° 07' 08" E along the said East line NW 1/4 NE 1/4 337.69' to the NW corner of the S 1/2 NE 1/4 NE 1/4 of said Section; thence N 89° 59' 35" E along the North line said S 1/2 NE 1/4 NE 1/4 573.71'; thence S 0° 05' 26" E parallel to the East line said Section 354.48' to a point which is 100 rods or 1650.0' North of the East-West 1/4 Section line said Section; thence N 89° 53' 16" W parallel to the said East-West 1/4 Section line 1337.09'; thence N 0° 08' 49" W parallel to the North-South 1/4 Section line said Section 1018.89' to the point of beginning. Contains 18.511 Acres more or less.

PARCEL B

N 1/2 SW 1/4 NW 1/4 NE 1/4 Section 25, T4S, R21E, S.L.B. & M. and that portion of S 1/2 SW 1/4 NW 1/4 NE 1/4 Section 25, T4S, R21E, S.L.B. & M. which lies 100 Rods North of the East-West 1/4 Section line of said Section.

EXHIBIT C (WINDER PROPERTY)

605

Page 2

PARCEL C

Beginning at a point on the North line Section 25, T4S, R21E, S.L.B. & M. which is 153.30' East along said North line of said Section, thence South parallel to the North-South 1/4 Section line 210'; thence East parallel to North Section line, 211.43'; thence North parallel to the North-South 1/4 Section line 210'; thence West along said North Section line 211.43' to the point of beginning.

PARCEL D

NW 1/4 NW 1/4 NE 1/4 Section 25, T4S, R21E, S.L.B. & M., EXCEPT beginning at a point on the North line Section 25, T4S, R21E, S.L.B. & M. which is 153.30' East along said North line of said Section, thence South parallel to the North-South 1/4 Section line 210'; thence East parallel to North Section line, 211.43'; thence North parallel to the North-South 1/4 Section line 210'; thence West along said North Section line 211.43' to the point of beginning.

C. & H. DISTRIBUTING CO.
PROPERTY SURVEY

PART OF THE NE 1/4 NE 1/4 OF
SECTION 25, T4S, R21E, S1M

NORTHEAST CORNER
SECT. 25

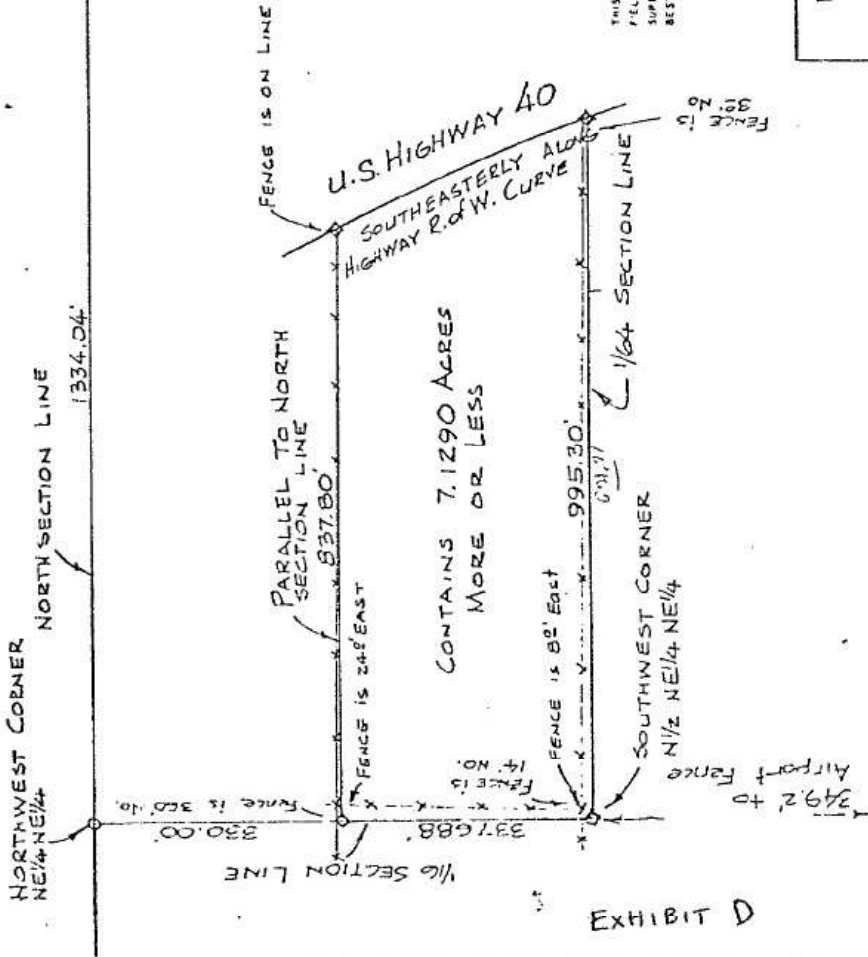


EXHIBIT D

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM
FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY
SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

Lawrence P. Day
REGISTERED LAND SURVEYOR
REGISTRATION NO. 3187
STATE OF UTAH

306

SCALE 1" = 200'	DATE APRIL 4, 1978
PARTY LK, BR, DJ	REFERENCES SEC. 25, T4S, R21E
WEATHER	FILE

UINTAH ENGINEERING & LAND SURVEYING
P.O. BOX 9 - 110 EAST - FIRST SOUTH
VERNAL, UTAH - 84078