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DEPUTY *Deanna Staker*

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SEWER LINE EASEMENT AND COVENANT

FILED *City of Washington Terrace*

U-7-85

*(952509)
(no fee)*

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This Agreement, made and entered into this 30th day of October, 1985, by and between Parson Development Company, 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 South boundary line, said point being South 163.99 feet and West 2,248.37 feet from the Southeast corner of Section 17, T5N, R1W, SLB&M (Basis of bearing): North between said Southeast corner and East 1/4 corner of Section 17); thence along the centerline of the following described sewerline:

N 18 Deg. 32'13" E 300.47 feet to MH #18 (ARIX Engineer's Drawings 9/85); N 11 deg. 10'41" E 314.34 feet to MH #19;
N 05 deg. 37'18" W 292.03 feet to MH #20;
N29 deg. 30'00" W 306.44 feet to South right-of-way line at 5,500 South street, Washington Terrace, Utah.

Also, beginning at a point on Grantor's North boundary line, said point being North 1,465.41 feet and West 1,425.14 feet from previously described and referenced Southeast corner of Section 17, said point being the centerline of a sewer line as it re-enters Grantor's property; thence along the centerline of the following described sewerline:

07-053-0012, 07-079-0025N

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S 69 deg. 04'14" E 38.32 feet to the West boundary
line of the St. Benedict's Enterprises, Inc., property
as described and recorded under Serial #07-053-0039 in
the Heber County Recorder's Office.

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.

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 and ponding of storm waters.

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. 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.

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 or 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 upon the assigns, legal representatives and successors of Grantors, 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.

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.

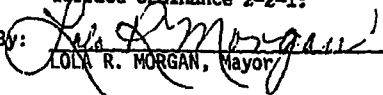
PARSON DEVELOPMENT COMPANY



NED F. PARSON, General Partner

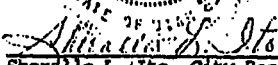
CITY OF WASHINGTON TERRACE

By authority of Washington
Terrace Ordinance 2-2-1:

By: 

LOLA R. MORGAN, Mayor



ATTEST:


Sherelle L. Ito, City Recorder

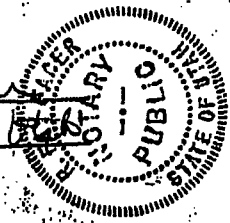
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STATE OF UTAH)
)
:SS.
COUNTY OF WEBER)

On this 30th day of October, 1985, personally appeared before me NED F. PARSON, General Partner of PARSON DEVELOPMENT COMPANY, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:
2/20/88

Roy Jacobs
NOTARY PUBLIC
Residing in: Roy, Utah



STATE OF UTAH)
)
:SS.
COUNTY OF WEBER)

On this 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.

My Commission Expires:
10-20-86

Shirley L. Smith
NOTARY PUBLIC
Residing in: Heber, Utah

