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DEPT. *Bulliken*
NO Fee
MARCH 22 1986
CITY OF WASHINGTON
Washington Terrace
City

AMENDED PERMANENT SEWER LINE EASEMENT

This Agreement, made and entered into this 21st day of March, 1986, by and between St. Benedict's Enterprises, Inc., Grantor, 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.

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 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 easement. The aforesaid centerline is more particularly described as follows:

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Beginning at a point on Grantor's west boundary line, said point being North 1,459.40 feet and West 1,403.75 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:

- S 29 deg. 59' 16" E. 77.50 feet to MH #25 (ARIX Engineer's Drawings 9/85);
- N 79 deg. 23' 59" E. 335.29 feet to MH #25A;

Also, beginning at a point along above described sewer line, said point being called NH #25; thence along the centerline of the following described sewerline:

S 00 deg. 00' 00" S. 772.92 feet to NH #40;
S 90 deg. 00' 00" E. 1,303.50 feet to NH #44.

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, 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 any 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.

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Connection 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 THEREOF, the said parties to this Sewer Line Easement and Covenant have hereunto signed their names on the date and year first above written.

ST. BENEDICT'S ENTERPRISES, INC.

By Stephen E. Foreman
STEPHEN E. FOREMAN, President

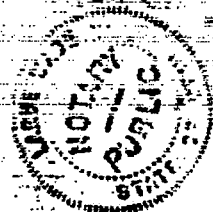
CITY OF WASHINGTON TERRACE

By Bradley L. Dye
BRADLEY L. DYE, Mayor

ATTEST:

Sheralle L. Ito
SHERALLE L. ITO, City Recorder

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STATE OF UTAH)
) ss
COUNTY OF WEBER)

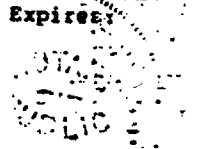
On this 24th day of March, 1986, personally appeared before me STEPHEN E. FOREMAN, President of ST. BENEDICT'S ENTERPRISES, INC., the signer of the above instrument, who duly acknowledged to me that he executed the same.

James Wade
NOTARY PUBLIC
Residing at: *Alain City, Utah*
My Commission Expires: *11/14/87*

STATE OF UTAH)
) ss
COUNTY OF WEBER)

On this 24th day of March, 1986, personally appeared before me BRADLEY L. DEE, who being by me duly sworn, did say that he 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 BRADLEY L. DEE acknowledged to me that said City of Washington Terrace executed the same.

Bradley L. Dee
NOTARY PUBLIC
Residing at:
My Commission Expires:



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