

8318

DEPUTY *Leann Hadley*

MAR 5 4 39 PM '82

FILED AND RECORDED FOR
Ogden City

PLATTED VERIFIED
ENTERED MICROFILMED

COVENANT AND AGREEMENT

THIS COVENANT and AGREEMENT executed this 1st day of March, 19 82, by and between the owner of WILLOW CREEK MOBILE HOME PARK in favor of and for the benefit of OGDEN CITY, a Municipal Corporation.

IT IS AGREED between the signer of this Covenant and Agreement and Ogden City, a Municipal Corporation, as follows:

1. The owner owns and has developed Willow Creek Mobile Home Park and desires that he be allowed to leave four (4) trailer pads (pad numbers 55, 56, 96, and 97) now installed; over the 25 foot wide sanitary sewer easement owned by Ogden City which is more particularly described as follows and runs through the Willow Creek Mobile Home Park.

12-121-000
12-096-0013

A perpetual right-of-way for a sanitary sewer line 25 feet wide, the same being 12½ feet on each side and along the following described centerline in Willow Creek Mobile Home Park: A part of the Southwest Quarter of Section 17, and the Northwest Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian, United States Survey. Beginning at a point South 0°47'24" West 305.64 feet along the west line of the aforesaid Northwest Quarter of Section 20 and South 43°20' East 270.25 feet from the Northwest corner of said Section 20; said point also being the intersection of the south property line bearing South 43°20' East in said Mobile Home Park and the centerline of the existing 25 foot perpetual sanitary sewer easement; and running thence North 0°58' East 781.93, more or less, feet to a point South 89°01' East 189.69 feet and North 0°58' East 282.88, more or less, feet from the Northwest Corner of said Section 20.

2. The City consents to the leaving of the four (4) trailer pads and the occupation thereof over its easement under the following conditions.

- a. That no additional trailer pads be installed over the now existing 25 foot wide sanitary sewer easement.
- b. That the sanitary sewer now installed therein is not in any way adversely affected or damaged.
- c. At the City's request, the owner and his successors in interest and the owners and occupants of trailers involved remove the trailers and any other items encroaching on the easement within 24 hours after written request for that removal is given to the occupant of the trailer involved and to the then manager of the Willow Creek Mobile Home Park. The request for removal shall be made by the City only when it needs access to the sanitary sewer for maintenance or repairs. Either the city manager or the then public works director shall make the determination of the City's need for access and the determination so made shall be final and binding on all the parties hereto.
- d. All expenses for moving the mobile home, including providing temporary housing for the displaced tenants will be provided by Willow Creek Estates Mobile Home Park.

- e. Only single wide mobile homes will be allowed over the sewer easement and double wides presently positioned over said easement will be removed by June 1, 19 82.
- f. In the event the trailer or trailers involved are not removed within the time specified by the owners or occupants, the City has full authority to remove the same without any liability and the costs of removal shall be paid by the owners before the trailers shall be relocated on the easement.
- g. The violation of this agreement by the owner shall give the City the right to have all trailers and other items removed from its easement upon ten (10) days written notice to the owners.

3. This agreement is intended to be a covenant running with the land and binding on the owner and his successors in interest of all or any part of the land described in paragraph 1 above, over which the City's essement is located.

4. In the event legal action is required to enforce this covenant or obtain damages for the breach thereof, the owners and their successors in interest agree to pay all the City's costs and attorney's fees for that proceeding.


 ALAN FRANSDEN
 Owner

STATE OF UTAH)
) ss.
 County of Weber)

On the 1st day of March, A.D., 19 82,
 personally appeared before me ALAN FRANSDEN, the signer of the above instrument,
 who duly acknowledged to me that he executed the same.

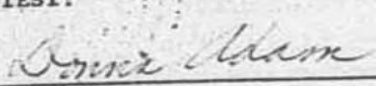

 NOTARY PUBLIC

Residing at Roy Utah

My Commission Expires: 11/29/82

OGDEN CITY, a Municipal Corporation

BY 
 COWLES MALLORY
 City Manager

ATTEST:

 DONNA ADAM
 City Recorder

APPROVED TO DESCRIPTION: _____
 APPROVED TO FORM: 