

Recorded SEP 12 1974 at 2357
Request of John F. Green
JERAD BEAM MARTIN, Recorder
Salt Lake County, Utah

2650735

AGREEMENT
FOR REF. 8271 As Redwood Rd.
INSTALLATION AND USE OF SEWER West Jordan 84084

THIS AGREEMENT, made and entered into the day and year hereinafter given by and between PARKLAND MOBILE ESTATES ASSOCIATES, a limited partnership, hereinafter called "First Party" and JOHN F. GREEN and LaRUE M. GREEN, his wife, hereinafter collectively referred to as "Second Party" all of Salt Lake County, State of Utah;

WITNESSETH:

WHEREAS First Party owns and holds legal title to that certain real property commonly known as Parkland Mobile Estates and situate in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point North 89°49'48" East 198.72 feet from the center of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°03'25" West 169.85 feet; thence South 89°49'48" West 165.72 feet to the East line of Redwood Road; thence North 0°03'25" West 69.6 feet to the Southwest corner of that certain tract of land conveyed to the Circle K Corporation, a Texas Corporation, by that certain Warranty Deed recorded March 5, 1973, in Book 3271, Page 255; thence North 89°49'48" East 165.75 feet; thence North 0°03'25" West 140.40 feet; thence South 89°49'48" West 165.72 feet, to the East line of Redwood Road; thence North 0°03'25" West along the East line of said road 327.00 feet to the South line of the Denver & Rio Grand Railroad Right of Way, thence North 69°29'10" East 1379.89 feet to the East line of the Southwest quarter of the Northeast quarter of said Section 34; thence South 0°02'50" East 1166.587 feet, to the center Section line of said Section 34; thence South 89°49'48" West 1127.025 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM: Beginning at a point North 0°03'25" West 379.85 feet and 33 feet East from the center of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being at the Northwest corner of that certain tract of land conveyed to Circle K Corporation, a Texas Corporation, by that certain Warranty Deed recorded March 5, 1973, in Book 3271, Page 255, and running thence North 89°49'48" East 139 feet more or less to an existing fence line; thence North along said fence line 378 feet to the South line of the Denver and Rio Grand Railroad Right of Way; thence South 69°29'10" West along said South line to the East line of Redwood Road; thence South 0°03'25" East 327 feet more or less to the point of beginning.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY FOR INGRESS AND EGRESS over the following: BEGINNING at a point on the East line of Redwood Road and the South line of the D & RG Railroad Right of Way, said point being South 0°03'25" East 1971.74 feet from the North quarter corner of said Section 34, and running thence North 69°29'10" East along said railroad right of way 224.14 feet to the West line of said property; thence South 0°03'25" East 42.71 feet; thence South 69°29'10" West 224.14 feet to the East line of Redwood Road; thence North 0°03'25" West 42.71 feet, more or less, to the point of BEGINNING.

BOOK 3678 PAGE 413

WHEREAS Second Party owns and holds legal title to that certain property contiguous with and adjacent to the south line of the hereinabove described real property of the First Party and which property of the Second Party is situate in Salt Lake County, State of Utah, and more particularly described as follows:

The North 46 rods of the Northwest quarter of the Southeast quarter of Section 34, Township 2 South Range 1 West, Salt Lake Meridian.

WHEREAS the parties do desire and intend that First Party grant to Second Party the right to connect to the said sewer line of the First Party situate upon the above described property of the First Party, and in addition, grant to Second Party a right and easement to construct, utilize and maintain a storm sewer line over and across a portion of the said property of the First Party.

NOW, THEREFORE, for and in consideration of the payment by Second Party to First Party of an amount of \$8,000.00, receipt of which is hereby acknowledged by First Party, it is agreed as follows:

1. First Party hereby grants to Second Party, their heirs, administrators and assigns, the right to connect to and hereafter utilize together with First Party, its heirs and assigns, and for the purposes of carrying and disposal of sewage, that certain sewer line owned and maintained by the First Party and coursing and extending across the hereinabove described property of the First Party from the southeast corner thereof, northerly to that certain point near the Northeast corner thereof. The parties agree that Second Party shall connect into said sewer line at the current available connection in said line at or near the southeast corner of the property of the First Party. Second Party agrees that said connection shall be made and completed in a manner as required by the City of West Jordan and that Second Party shall have said connection inspected and approved by the appropriate personnel of the City of West Jordan prior to back-filling the trench wherein said connection is made. All costs and expenses incident to said connection shall be paid by Second Party and Second Party does hereby agree to indemnify and hold First Party harmless from all liens, costs and expenses for

labor and materials incident to the making of said connection.

2. First Party hereby grants to Second Party the right to construct, utilize and maintain a storm sewer line for storm drainage purposes coursing and extending from the hereinabove described property of the Second Party, along a line extending from the approximate southeast corner of the hereinabove described property of the First Party across the property of the First Party to an open ditch coursing across the property of the First Party and commonly known as Bingham Creek. First Party does hereby grant unto Second Party a right of way and easement for the construction, utilization and maintenance of said storm sewer line and does agree to hereafter make and deliver to Second Party and upon the written request of Second Party, a good and sufficient grant of easement specifically identifying and describing a ten foot easement being five feet on either side of the center line of said storm sewer line upon the providing by Second Party and at its cost and expense, of a good and sufficient survey accurately describing the line of said easement. Said right and easement of the Second Party shall be subject to the right of the First Party to maintain roadways, trailer pads and water, gas, electric and other utility lines over, across or along said easement. Second Party shall construct said storm sewer in the manner specified by the City of West Jordan and shall assume and pay all costs and expenses for labor and materials incurred incident to the installation and maintenance of said storm sewer line and shall indemnify and save First Party harmless from all liens, claims or damages for costs and expenses incurred incident thereto.

3. All right, title and interest herein granted by First Party for the use of the sewer line and storm sewer line shall be and hereby is limited to residential and commercial establishments now and hereafter constructed upon the hereinabove described property of the Second Party and it is specifically agreed that the use of said sewer systems shall not be available to industrial or manufacturing establishments and that such are specifically herein prohibited from the use of said sewer systems for the carrying and disposal of sewage and sewage materials. It is further agreed that Second Party shall not permit any residence, business or establishment not physically entirely

situate upon the hereinabove described property of the Second Party to connect to or utilize the sewer or storm sewer lines of the Second Party connected to or emptying into the sewer or storm sewer lines subject of this Agreement, except and unless all sewer and storm sewer lines then constructed upon and over the hereinabove described property of the Second Party, have been dedicated and conveyed to and accepted by the City of West Jordan, in which event all connections to and utilizations of the sewer and storm sewer lines of the Second Party emptying into the sewer or storm sewer lines subject of this Agreement, shall be regulated, permitted or restricted as shall be determined by the City of West Jordan in its sole discretion.

4. First Party agrees that upon written request of the City of West Jordan, first party shall dedicate and convey to the City of West Jordan, the sewer and storm sewer lines and systems subject of this agreement and situate upon the hereinabove described property of First Party, without cost or expense to the City of West Jordan and upon the following conditions:

a. All sewer and storm sewer lines then constructed upon and over the above described property of the Second Party, having been prior thereto or simultaneous therewith dedicated and conveyed to and accepted by the City of West Jordan.

b. The City of West Jordan shall thereupon execute a good and sufficient agreement with First Party releasing First Party of any obligation to make payment of fees or assessments for sewer hook-up for trailer spaces then constructed and existing upon the above described property of First Party, it nevertheless being understood and agreed that First Party shall thereafter be required to continue to make payment of periodic charges and assessments as are regularly assessed and charged by the City of West Jordan for sewer services.

5. That Second Party shall as soon as reasonably possible, restore all fences, roadways, walkways and trailer pads and shall immediately repair and restore all water and utility lines damages or impaired incident to the connecting, installation, construction, maintenance or replacement of the sewer and storm sewer lines subject of this Agreement, and shall restore the

surface of the ground of the hereinabove described property of the First Party and all landscaping thereon in as good condition as when entered upon by the Second Party or its agents. It is additionally agreed, that the storm sewer line to be installed by Second Party shall be buried underground at a depth sufficient as not to interfere with or impair the use and function of existing gas, water, electric and other utility lines upon the hereinabove described property of the First Party. All construction and installation of the storm sewer system on the property of the First Party shall be completed by Second Party no later than fourteen (14) working days after excavation for said line is first commenced or date of November 1, 1974, whichever date is the first to occur.

6. First Party shall not at any time levy any cost, charge or assessment against Second Party or against the City of West Jordan for the use by Second Party, its heirs or assigns, of the sewer line or storm sewer line. In addition, First Party agrees to assume and make payment of all costs and expenses incident to the maintenance, repair and replacement of the sewer line. All costs and expense incident to the maintenance, repair and replacement of the storm sewer line shall be assumed and paid by Second Party. If Second Party, its heirs or assigns should fail to make repairs or replacement of the storm sewer line and such failure imposes a hazard and unsafe condition to those then using the property of the First Party, then and in that event, the First Party at its election, may make such repairs, the cost and expense of which Second Party agrees to reimburse to First Party upon written demand therefore.

7. Second Party shall keep and save harmless and indemnify the First Party, its heirs and assigns, of, from and against all loss, damage or injury which said First Party, its heirs and assigns, may in any manner sustain for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the construction, use, maintenance and replacement by Second Party of the storm sewer line subject of this Agreement, and Second Party does further agree to reimburse and make payment of all attorney fees, costs or other expenses incurred by First Party, its heirs and assigns, in defending or resisting any claim or legal proceedings filed or initiated as a result thereof.

8. The parties hereto each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise and accrue from enforcing this agreement or in pursuing any remedy provided hereunder or the statutes of the State of Utah, whether such remedies are pursued by filing suit or otherwise.

9. The parties agree that all rights, interests, covenants and obligations herein made and assumed are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties to this agreement have hereunto signed their names this 12th day of September, 1974.

PARKLAND MOBILE ESTATES ASSOCIATES, a limited partnership

By: L. Richard Sorensen
L. Richard Sorensen, General Partner
(First Party)

John F. Green
John F. Green

LaRue M. Green
LaRue M. Green
(Second Party)

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 12 day of September, 1974, personally appeared before me L. RICHARD SORENSEN, who being by me duly sworn did say, that he is the general partner of PARKLAND MOBILE ESTATES ASSOCIATES, a limited partnership, and said L. RICHARD SORENSEN duly acknowledged to me that said instrument was signed by him and in behalf of said limited partnership and that said limited partnership executed the same.

[Signature]
Notary Public

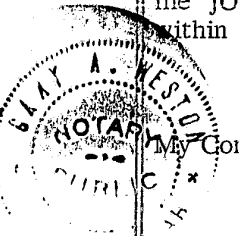
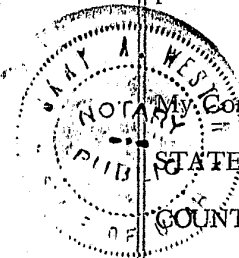
My Commission Expires: July 16, 1978 Residing at: Murray, Ut

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 12th day of September, 1974, personally appeared before me JOHN F. GREEN and LaRUE M. GREEN, his wife, the signors of the within instrument who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

My Commission Expires: July 16, 1978 Residing at: Murray, Utah



BOOK 3678 PAGE 418