

1994812

Recorded APR 23 1964 at ^{23rd} Presented to the Board of Commissioners
Request of SALT LAKE CITY AND APPROVED
For: PAID HAZEL TARGART CHASE
Recorder, Salt Lake County, Utah
By: *[Signature]* Deputy
Ref. *[Signature]* Deputy
APR 22 1964
CITY RECORDER AS *[Signature]*

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A G R E E M E N T

THIS AGREEMENT made and entered into this ^{April} ~~February~~ day of ¹² ~~12~~ 1964, by and between CHESTERFIELD IMPROVEMENT DISTRICT, a body politic, hereinafter referred to as the "District", and SALT LAKE CITY, a Municipal corporation of the State of Utah, hereinafter referred to as the "City",

W I T N E S S E T H:

WHEREAS, the City is constructing a main sewer line along Redwood Road, the southern terminus of which will be located at a manhole in the southwest quadrant of the intersection of Redwood Road and Twenty-first South Streets, and

WHEREAS, the District operates a public sewer system in an area, the northern boundary of which is Twenty-first South Street, but because of engineering problems caused by State Road construction along Twenty-first South Street, the District is unable to provide sewer service to property within the District fronting on the west side of Redwood Road and the south side of Twenty-first South Street, and

WHEREAS, the City has approved petitions of the District requesting that the City accept and treat sewage from said area of the District which the latter is unable to service,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties mutually agree as follows:

The District agrees:

1. To install, within the year 1964, a 15" sewer line on Twenty-First South Street extending west from the City sewer line at the manhole in the southwest quadrant of the intersection of Twenty-first South and Redwood Road a distance of approximately 70 feet to the point of connection with an eight-inch sewer line serving the property within the District on the south side of Twenty-first South Street, and to make the connection with said eight-inch sewer line, all of which construction shall be paid by the District and be under the supervision of and subject to approval by the City Engineer of Salt Lake City, Utah.

McKAY AND BURTON
ATTORNEYS AND COUNSELORS AT LAW
NEWHOUSE BUILDING
SALT LAKE CITY II, UTAH

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2. Upon completion of such installation, to transfer to the City all of its right, title and interest in and to the said sewer line constructed by the District as required by Paragraph 1.

3. To pay monthly all charges imposed by the City for the sewer service furnished by the City to the property served by the sewer line constructed by the District, as required by paragraph 1 above; provided, however, that said charges shall be comparable and uniform with those imposed upon it or the customers having and securing similar service, and until changed by the Board of Commissioners of Salt Lake City shall be a sum equal to those charges set forth in Paragraph 5 below.

4. To obtain a permissive right or easement from the Utah State Road Commission to construct said sewer line referred to in Paragraph 1 above.

5. To impose and collect the following charges for sewer service furnished to the property by the sewer line referred to in Paragraph 1 above:

Single dwellings - \$200.00 connection charge and \$3.00 per month service charge.

Multiple dwellings or Trailer Courts - \$200.00 for the connection charge and \$3.00 per month service charge for 1st unit; \$1.50 per month additional for 2nd unit; \$1.00 per month additional for 3rd unit; \$1.00 per month additional for each unit over 3.

6. To notify the City of each application for connection to the said sewer lines in ample time that the City may inspect each connection before it is put into service.

The City agrees:

1. To collect sewage from the above described property and transport the same in its sewer lines for treatment; provided, however, that the duty to collect and transport sewage shall be conditioned upon the faithful observance of all Salt Lake City ordinances and regulations relating to sewage collection and disposal by the property owners connected to said sewer lines.

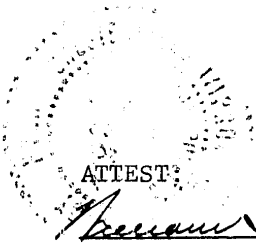
2. To render monthly billings to the District for the service furnished pursuant to this Agreement.

WITNESS the hands of the parties hereto the day and year

first above mentioned.

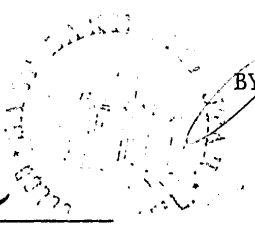
CHESTERFIELD IMPROVEMENT DISTRICT

BY Gilbert Hobbs
CHAIRMAN OF THE BOARD



ATTEST:
Herman J. Hogensen
City Recorder

SALT LAKE CITY



BY J. Bracken Lee
MAYOR

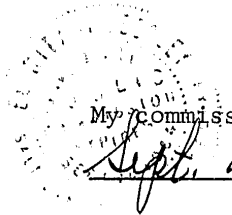
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STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 22nd day of April, 1964, personally appeared before me J. BRACKEN LEE and HERMAN J. HOGENSEN, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Salt Lake City Corporation, a municipal corporation of the State of Utah, and that said agreement was executed by them in behalf of Salt Lake City, by authority of a motion duly passed by the Board of Commissioners on the 22nd day of February, 1964; and said persons acknowledged to me that said corporation executed the same.

El Ritz M. Beasley
Notary Public, residing in
Salt Lake City, Utah



My commission expires:
Sept. 28, 1964

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, Herman J. Hogensen, City Recorder of Salt Lake City, Utah, do hereby certify that the attached AGREEMENT with ~~the~~ CHESTERFIELD IMPROVEMENT DISTRICT

was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this 22nd day of April, A. D. 1964.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 22nd day of April, A. D. 1964.

Herman J. Hogensen
City Recorder of Salt Lake City, Utah