

28714-47-12

Recorded at request of Town of East Layton Fee Paid \$ No fee  
Date JAN 8 1970 at 11 20 A.M. MARGUERITE S. BOURNE Recorder Davis County  
BY Essie Van Sweden Deputy Book 427 Page 81

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A G R E E M E N T

The Town of East Layton, a municipal corporation of the State of Utah, hereinafter referred to as East Layton, and Orson W. Walton and Lucille P. Walton, his wife, hereinafter referred to as Waltons, stipulate and agree as follow:

WHEREAS, East Layton has, with the consent of Waltons, caused to have a sewer line constructed upon the Walton's property, and

WHEREAS, for mutual benefit, the sewer line was re-designed and extended through the Walton property, and

WHEREAS, the parties are desirous to set forth their agreement in writing;

NOW THEREFORE, it is agreed as follows:

1. That Waltons shall execute a Warranty Deed conveying to East Layton a strip of land 40 feet wide and extending the entire distance over which the sewer line has been installed upon the Walton property. Execution of this agreement by east Layton will acknowledge delivery of this deed.

2. It is understood that this land is conveyed so that East Layton would have the necessary right of way to service, repair, and maintain the sewer line, and so East Layton would create and maintain a public roadway. It is agreed that East Layton will not make the roadway into a public roadway until after October 1, 1970.

3. It is agreed that if Waltons desire to fence their remaining property which lies parallel to and on both

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sides of said roadway, they shall do so entirely of their own expense.

4. It is agreed that Waltons shall pay to East Layton the sum of Four Thousand Dollars (\$4,000.00) for the additional cost of the installation of the sewer and the cost of the additional sewer pipe necessary to extend the sewer line the additional distance through the Walton property as requested by the Waltons. Execution of this agreement by East Layton will acknowledge receipt of said payment by Waltons.

5. It is agreed that the Waltons shall be reimbursed this Four Thousand Dollar figure (\$4,000.00) in the following manner: Whenever a sewer hookup is completed along the sewer line contained within the property description described in the Warranty Deed mentioned above, Waltons shall receive from each sewer hookup fee the sum of Two Hundred Fifty Dollars (\$250.00). East Layton shall receive the remaining One Hundred Dollars (\$100.00) of the hookup fee. In the event the sewer hookup fee should be increased at sometime in the future, then any increase over the present \$350.00 hookup fee shall be paid to East Layton. This reimbursement arrangement shall only last until such time as the Waltons shall have received Four Thousand Dollars (\$4,000.00), after which East Layton shall receive the entire sewer hookup fee.

DATED this 15 day of September, 1969.

Orson W. Walton  
ORSON W. WALTON

Lucille P. Walton  
LUCILLE P. WALTON

DATED this 15 day of September, 1969.

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TOWN OF EAST LAYTON

BY: Deland E. Moller



Lahoma L. Lindeman

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