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9.00

STATE OF UTAH  
COUNTY OF CLATSOP  
FILED FOR RECORD FOR  
HYRUM CITY CORP  
FEB 5 10 37 AM '81  
COURT CLERK  
DEPUTY

AGREEMENT

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of January, 1981, by and between MELVIN K. ANDERSEN and ROSE ANDERSEN, husband and wife, hereinafter referred to as "SELLER", and ROBERT BOEHME and MERILEE A. BOEHME, husband and wife, hereinafter referred to as "BUYER", and HYRUM CITY CORP., hereinafter referred to as "CITY", all of Hyrum, Utah;

WITNESSETH:

WHEREAS, SELLER is intending to allow the present and future building of seven (7) homes located on his property at 181 East 100 North, Hyrum, Utah, and more particularly described as follows:

Beginning at a point 150 feet North of the Southeast corner of Block 26, Hyrum City Plat A, and running thence North 510 feet to the North line of Block 26, thence West 300 feet more or less to an existing fence, thence Southeasterly in the East line of said fence 510 feet, thence East 200 feet more or less to the point of beginning.

and

WHEREAS, SELLER is aware that the interior portion of his property that he is going to develop is not currently serviced by Hyrum City sewer system, a main line of which passes just South of his property along 100 North Street, and

WHEREAS, SELLER has agreed to allow BUYER to build the first home on a portion of said property more particularly described as follows:

Beginning 104 feet South of the Northeast Corner of Lot 6, Block 26, Plat "A", Hyrum City Survey, and running thence South 104 feet; thence West 120 feet; thence North 104 feet; thence East 120 feet to the point of beginning.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. The CITY agrees that BUYER will not be required to connect to its munipicle sewer system at this time.

2. SELLER agrees that any and all homes or other structures requiring sewer service which are built after or in addition to BUYER'S home on SELLER'S property as heretofore mentioned and described, will be connected to the Hyrum City sewer system, together and simultaneously with the BUYER'S home.

3. SELLER agrees that at the time another portion of said property is sold for purpose of constructing a second residence or other structure requiring sewer service and/or at the time a second residence or other structure requiring sewer service is constructed, he shall run sewer service line to the BUYER'S home, with SELLER and BUYER or their assigns or successors in interest sharing the cost of constructing or installing the necessary sewer line and appurtenances on a percentage basis to be agreed upon and determined by and between SELLER and BUYER and without CITY participation in said cost. SELLER further agrees to take all necessary steps to connect the second and each additional home and/or structure requiring sewer service to said sewer system at SELLER'S expense and absent any CITY participation in said cost. Said construction shall be completed in accordance with all applicable laws or statutes then in effect.

4. It is agreed by and between SELLER, BUYER and CITY, that the terms of this agreement form the basis upon which the city will issue a building permit to BUYER and if SELLER and/or BUYER violate the terms hereof, the defaulting party hereby agrees to be liable for and pay any and all legal fees and other costs incurred in enforcing this agreement whether by suit or otherwise. The CITY shall not issue the second or any future or subsequent building permit without first being provided adequate proof of compliance with this agreement.

5. It is further agreed and understood these terms and promises shall be binding upon all parties hereto, and their successors, personal representatives, heirs, and assigns.

6. The provisions of this agreement shall constitute covenants running with the land herein described for the benefit of the CITY, it's successors and assigns.

IN WITNESS WHEREOF, the undersigned hereto affix their hands and seal as of this date.

DATED this 28<sup>th</sup> day of January, 1981.

Melvin K. Andersen  
MELVIN K. ANDERSEN SELLER

Rose Andersen  
ROSE ANDERSEN SELLER

HYRUM CITY CORP.

Charles [Signature]  
MAYOR



ATTEST:

D. Brent Jensen  
D. BRENT JENSEN  
HYRUM CITY RECORDER

CITY

WE, ROBERT BOEHME and MERILEE A. BOEHME, do hereby certify that we have read and understand the foregoing agreement and promise to abide by the terms and conditions thereof, and agree to pay all connection costs and fees to SELLER and CITY as outlined above and in accordance with the standard municipal sewer system hookup policy.

Robert Boehme  
ROBERT BOEHME BUYER

Merilee A. Boehme  
MERILEE A. BOEHME BUYER

STATE OF UTAH

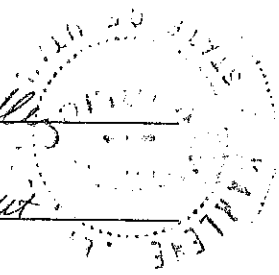
COUNTY OF CACHE

On the 28<sup>th</sup> day of Jan., 1981, personally appeared before me MELVIN K. ANDERSEN and ROSE ANDERSEN, husband and wife, two of the signers of the foregoing instrument who acknowledged to me that they executed the same.

My Commission expires: 10-30-82

Melvin K. Andersen  
Notary Public

Residing at: Hyrum, Ut.



STATE OF UTAH

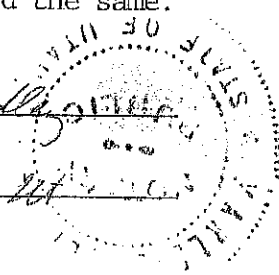
COUNTY OF CACHE

On the 28<sup>th</sup> day of Jan., 1981, personally appeared before me ROBERT BOEHME and MERILEE A. BOEHME, husband and wife, two of the signers of the foregoing instrument who acknowledged to me that they executed the same.

My Commission expires: 10-30-82

Melvin K. Andersen  
Notary Public

Residing at: Hyrum, Ut.



STATE OF UTAH

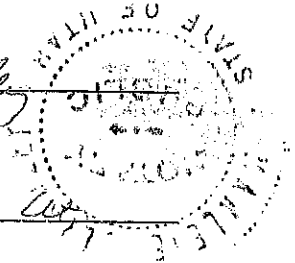
COUNTY OF CACHE

On the 29<sup>th</sup> day of January, 1981, personally appeared before me Clain W. Smith, who being by me duly sworn did say that he, the said Clain W. Smith, is the Mayor of HYRUM CITY CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its City Council, and said Clain W. Smith duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires: 10-30-82

Melene M. Small  
Notary Public

Residing at: Hyrum, Utah



Recorded at Request of

435956

COUNTY OF KANE  
FILED AND RECORDED FOR

at M. Fee Paid \$

5.50

SEP 9 10 25 AM '80

by Dep. Book Page Ref.

HILL COUNTY CLERK  
DEPUTY

Mail tax notice to Address

# WARRANTY DEED

MELVIN K. ANDERSON and ROSE ANDERSON, his wife, aka grantor  
MELVIN K. ANDERSEN and ROSE ANDERSON, his wife  
of Hyrum, Utah hereby

CONVEY AND WARRANT

to ROBERT BOEHME and MERILEE A. BOEHME, his wife as joint tenants

grantee

of Hyrum, Utah

for the sum of

Ten Dollars and other good and valuable consideration

DOLLARS,

the following described tract of land in Cache

County,

State of Utah:

PARCEL 1:

Beginning 104 feet South of the Northeast Corner of Lot 6, Block 26, Plat "A", Hyrum City Survey and running thence South 104 feet; thence West 120 feet; thence North 104 feet; thence East 120 feet to the point of beginning.

PARCEL 2:

Beginning 208 feet South and 120 feet West of the Northeast Corner of Lot 6, Block 26, Plat "A", Hyrum City Survey and running thence North 104 feet; thence West 275 feet, more or less to the East line of an existing canal; thence Southerly along said East line of canal 104 feet, more or less to a point directly west of the point of beginning; thence East 275 feet, more or less to the point of beginning.

WITNESS, the hand of said grantor, this  
*September*, A. D. 1980

*2nd*

day of

Signed in the Presence of

*Melvin K. Anderson*  
MELVIN K. ANDERSON, aka MELVIN K. ANDERSEN  
*Rose B. Anderson*  
ROSE ANDERSON, aka ROSE ANDERSEN

STATE OF UTAH,

County of Cache

} ss.

On the *2nd* day of *September*, A. D. 1980

personally appeared before me Melvin K. Anderson aka Melvin K. Andersen, and  
Rose Anderson aka, Rose Andersen, his wife  
signers of the within instrument, who duly acknowledged to me that they executed the

ROBERT BOEHME - BUILDING PERMIT: Gary Anderson, representing Mr. Boehme requested approval for a building permit for a home at approximately 200 East and 200 North. Mr. Anderson plans to eventually build seven homes on the property. Installation of the sewer system was discussed and since the home would be more than 300 feet from the sewer line, septic tank approval must be obtained from the State Board of Health. Mr. Boehme and Melvin Anderson, the current property owner will be required to sign an agreement stating that when a second home is built on the property, then all homes must be hooked onto the sewer. Following discussion, Councilman Clawson made the motion to go ahead and give them a building permit with the condition that when the second home is built, then the homes must be hooked up to the sewer, and that Bob and Merilee and the property owner must sign the agreement and that they must meet all requirements of the ordinances and obtain a building permit. The motion was seconded by Councilman Burrell and all voted aye.

TERRY ABPLANALP - CONTINENTAL PARK SUBDIVISION: Mr. Abplanalp has met with the Planning and Zoning Commission and they have recommended that the preliminary plat be approved with the following stipulations:

1. The ditch must be piped as per the Water Company.
  2. Five percent of the land or five percent of the value of the land be donated to Hyrum City.
  3. Provide copies of Deed and Real Estate Contract to cover ownership.
  4. Provisions of the letter from Valley Engineering dated July 31, 1980 must be complied with.
  5. Entry from Leo C. Nielsen Subdivision may be 50 feet to match the existing road.
- Public Works Director Derle Nielsen recommended that the road width remain as originally planned to facilitate installation of water and utility lines. Further discussion will be held at the next meeting. Councilman Clawson recommended that Mr. Abplanalp meet with the irrigation company and work out what to do on the water and meet again with the Council at the next meeting.

LARRY McFARLAND - SHERIFF'S OFFICE - HANDLING OF CONFISCATION OF FILM:

Mr. McFarland commended the Hyrum City Police Department for their quick efficient action in confiscating the alleged pornographic film being shown at Ham's Lounge. Cache County and City police worked jointly in the action. He stressed the importance of eliminating these types of activities from our Valley. The Ordinance will be checked to see what affect these activities will have on the issuance of any future business licenses for the Lounge.

DELINQUENT BILLS:

MRS. MICHAEL HENNINGER: met with the Council concerning their delinquent bill. She stated that State Industrial Insurance owes them a large sum of money which will all be applied to their bill as soon as they receive it. Derle Nielsen will check and calibrate the water meter as Mrs. Heninger was concerned that there was an exceptionally large amount of water being used. A payment schedule will be worked out with Mrs. Heninger after the meter is checked.

STREET 1

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A-107-B

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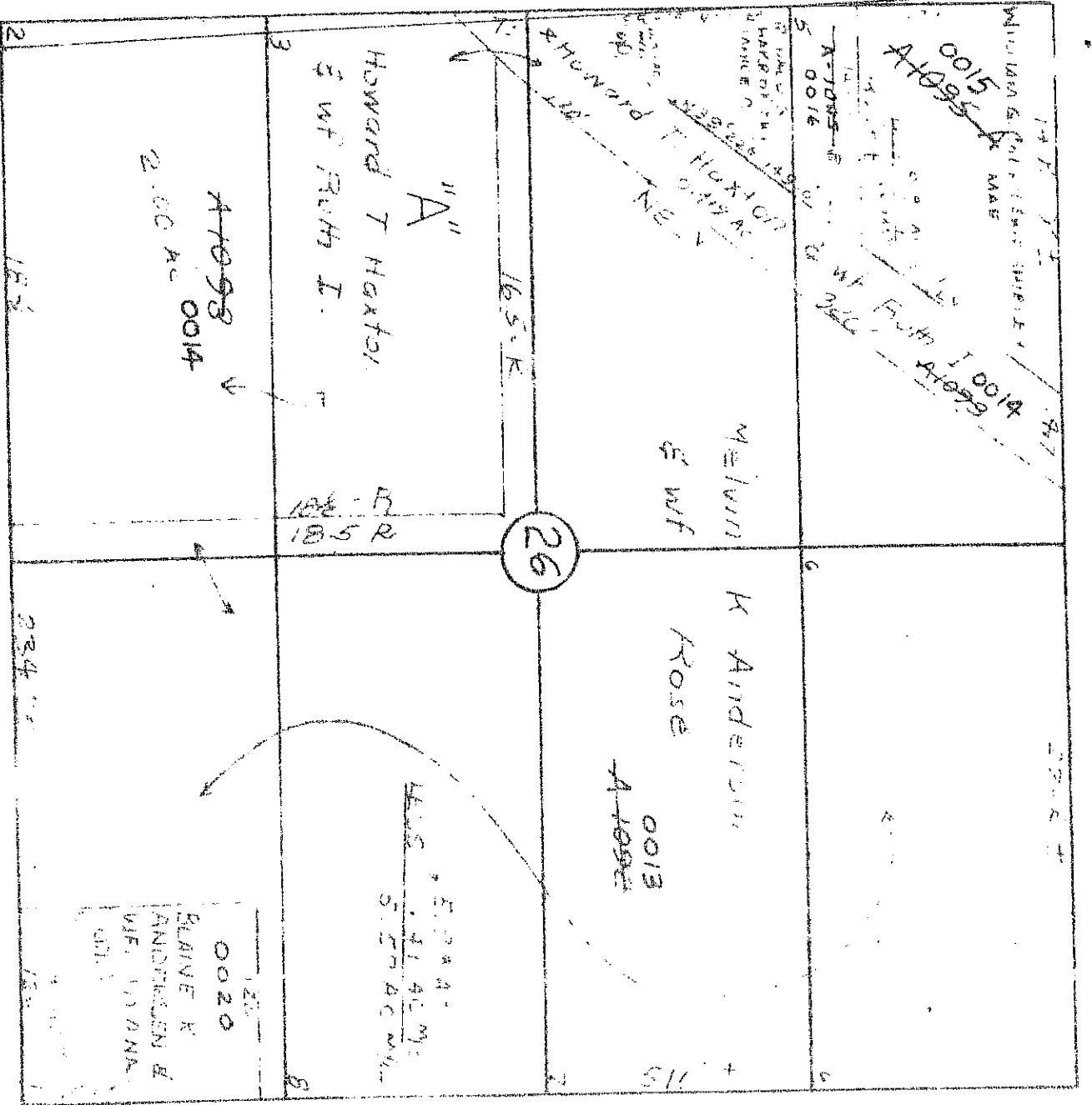
EAST

191 NORTH STREET

M. J. Mc Kee

12-19-66

SEE 01-008



SEE 01-008

2ND EAST



# Hyrum City Corporation

HYRUM, UTAH

Date February 6, 1981

Name Melvin Anderson

	KIND	UNIT COST	COST
	Sewer Connection	9.00	9.00
	Agreement Recording Fees		
	Thank you -		
	TOTAL		9.00



# CITY OF HYRUM

"City of Beauty, Strength and Growth"

HYRUM, UTAH

SEPTEMBER 17, 1980

CLAIN W. SMITH, MAYOR

CITY COUNCILMEN

DON R. CLAWSON

GARY L. CLAWSON

BRUCE E. DARLEY

A. VINCENT NIELSEN

SEYMOUR J. NIELSEN

TREASURER

MARLENE M. LINDLEY

RECORDER

JOYCE H. ERICKSEN

UTAH STATE BOARD OF HEALTH

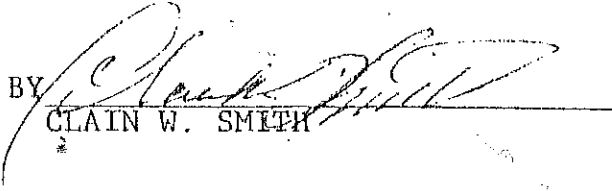
TO WHOM IT MAY CONCERN,

ROBERT BOEHME WILL NOT BE REQUIRED TO CONNECT HIS HOME WHICH WILL BE BUILT AT APPROXIMATELY 200 NORTH AND 200 EAST ONTO THE SEWER SYSTEM AT THIS TIME AS IT WILL BE MORE THAN 300 FEET FROM ANY SEWER LINE.

IT MUST BE CONNECTED HOWEVER, AT THE TIME A SECOND HOME IS BUILT ON THE PROPERTY CURRENTLY OWNED BY MELVIN ANDERSON AT 181 EAST 100 NORTH.

HYRUM CITY CORPORATION

BY

  
CLAIN W. SMITH