

EASEMENT CONTRACT

VERN D. HANCOCK and GRACE R. HANCOCK GRANTORS, hereby WARRANTS AND CONVEYS unto BONA VISTA WATER IMPROVEMENT DISTRICT, of Weber County, State of Utah, GRANTEE, an easement and right-of-way for the operation and maintenance of a culinary water line across the GRANTOR's lands situated in Weber County, State of Utah, to-wit:

A permanent 15 foot easement 7.5 feet on both sides of the centerline described below and a 20 foot temporary construction easement on the North and East side of same described centerline which is described as follows:

11-02-0002  
11-03-0002  
A part of the North half of Section 5, T.6 N.: R.1W.: S.L.B.& M: U.S. Survey. Beginning at a point 662.3 feet N. 89° 09' 45" West of Point on the West Right of Way of Washington Boulevard which Point is 618.2 feet South 89° 32' 34" West along the North line of said Section 5 and 1096.79 feet South 0° 50' 15" West along the Centerline of Washington Boulevard and 66.0 feet North 89° 09' 45" West 66.0 feet from the Northeast Corner of said Section 5; said point is also 12.43 feet N. 0° 50' 15" East along said Centerline of Washington Boulevard and 66.0 feet North 89° 09' 45" West from the Centerline intersection of 1700 North Street and Washington Boulevard; and running thence North 89° 09' 45" West 310.7 feet parallel to and 7.5 feet, more or less, perpendicularly distant North from an existing fence; thence South 0° 27' 27" West 163.12 feet parallel to and 7.5 feet perpendicularly distant West from an existing fence; thence North 89° 20' 19" West 2631.11 feet parallel to and 7.5 feet East of the west line of Section 5; thence North 0° 33' 26" East 1173.57 feet parallel to and 7.5 feet perpendicularly distant East from said West line to Section 5 to a point which is 7.5 feet North 89° 32' 34" East along said North line of Section 5 and 11.2 feet North 0° 33' 26" East from the N.W. corner of said Section 5 leaving this property at this point.

Consideration given Grantor by Grantee shall be cash settlement in the amount of Twelve Thousand Eight Hundred Ninety Six Dollars and 51/100 (\$12,896.51) plus Grantee shall construct one six (6) inch outlet with valve and valve box, between Sta 6 + 80 and Sta 19 + 80 to connect to future street on Grantors property at no cost to Grantor. Use of water by Grantor will be according to Grantee's Rules and Regulations and at same rate as charged other residential users within the District at such time as there may be completion and use. Receipt of Cash Payment by Grantee's check is hereby acknowledged and Agreement as to terms and conditions of the contract and to the considerations is evidenced.

by signature to this document on this date. It being understood and agreed that the payment of the above stated consideration is a full payment compensation and settlement of and for all damages to crops, trees, shrubbery and property which may be destroyed or injured by reason of the use of said easement and right-of-way for the construction of said water line, as well as for the easement and right-of-way itself. Any damage caused off of easement shall be dealt with and taken care of by contractors insurance at time of construction and by liability insurance of Grantee after that time.

It is expressly understood and agreed that Grantee, after laying the said waterline, shall cause the excavation to be backfilled, remove from said premises and right-of-way, all excess dirt and overburden, leaving the said premises in as nearly the original condition as practicable. It is also understood and agreed that upon the granting of said easement by the Grantor that the Grantee will proceed with the construction of the aforementioned culinary water line without undue consistent with sound engineering practices and the receipt of acceptable bids from contractors.

And it is further understood and agreed that the said Grantee shall have the right of ingress and egress to and from said perpetual easement and right-of-way at any and all times for the purpose of inspecting, maintaining or repairing said water line. Grantee agrees that if Grantor should point out cause to not go in or out or travel easement at certain time and provide adequate alternate route to get in to inspect, maintain or repair said line it will be acceptable. It is also understood and agreed that in the event it is necessary to disturb the existing surface at some future time to make entry into the water line, said Grantee, will restore and repair such surface. No building or permanent structures shall be constructed on the easement hereby granted.

The terms and conditions of this Easement contract shall be binding on Heirs and Assigns of both parties.

Grantee agrees that in the future event of abandonment and discontinued use of pipeline and easement this easement shall cease and rights and privileges shall revert back to Grantors.

Grantee agrees that in the event of legal action brought on by reasons of default, faulty operation, or damage to property by Grantee to pay reasonable legal costs to resolve the problem.



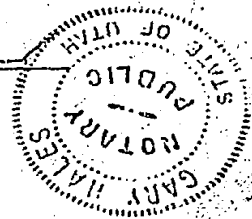
In TESTIMONY WHEREOF, the GRANTEE has caused this Easement Contract to be executed, in duplicate, by the Chairman of its Board of Trustee's, and the said GRANTORS has executed the same. In duplicate, this 26<sup>th</sup> day of June, 1987.

\_\_\_\_\_  
Vern D. Hancock  
Grace Hancock  
 GRANTORS

STATE OF UTAH )  
 )  
 COUNTY OF WEBER ) ss

On the 26<sup>th</sup> day of June, 1987,  
 personally appeared before the Grantors Vern D. Hancock and Grace Hancock who duly acknowledged that they executed the same.

\_\_\_\_\_  
 NOTARY PUBLIC



Residing at: Ogden, Utah

My Commission Expires:

1/21/88

FLATTED  VERIFIED   
 ENTERED  MICROFILMED

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DEPUTY CLERK  
 WEBER COUNTY RECORDER  
 DEPUTY Betty Babbard

AUG 5 2 05 PM '87

FILED AND RECORDED FOR  
Rona Nester  
Waters