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WEBER COUNTY RECORDER
DEPT. *Betty Ballou*

AUG 5 2 02 PM '87

EASEMENT CONTRACT

BEN LOMOND GOLF COURSE, GRANTOR, 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 16" culinary water line across the GRANTOR's lands situated in Weber County, State of Utah, to-wit:

A part of the SE Quarter of Sec 31, T. 7N.; R.1W. Salt Lake Base & Meridian, U.S. Survey. A permanent 15 ft easement 7.5 feet each side of described centerline and a temporary 20 ft easement 20 ft Northerly of same centerline which is described as follows.

Beginning at a point N. 0° 33' 26" E., 11.2 ft and N. 89° 32' 34" E., 7.5 ft from the SE Corner of Sec 31, T. 7N.; R. 1W: SLB & M; U.S. Survey and running thence N. 88° 23' 01" W 404.36 ft, thence S. 83° 24' 23" West 300.01 feet: thence S. 88° 00' 57" West 300.03 ft.: thence N. 85° 1' 3" W. 200.55 ft: thence S. 89° 28' 34" West 595.68 ft to the Easterly Right of Way line of U.S. Highway 89 and 91, which is 820.6 ft South 26° 49' 51" E. along W. Right of Way line from R/W monument at U.D.O.T. Sta 179 + 10.1.

Consideration for this easement shall be Agreement by GRANTEE to provide one each standard (1 inch) water connection at Sta 59 + 58.5 including meter station and a 1" line to #13tee: approx. 500 feet and one each standard 1 1/2 " inch water connection at Sta 75 + 50 for existing Club House including pipe, and meter station to a point within 15 ft of building and also furnish and install one each standard (6 inch) fire hydrant with auxiliary valve at a point near Sta 74 + 100 and toward East end of Club House within 20 ft of GRANTEE'S Water Main. This to be installed as above by GRANTEE at NO COST to GRANTOR and use of water by GRANTOR, or heirs or assigns shall be in accordance with District Rules and Regulations at the same rates as the Districts other customers. Agreement by both parties to terms and conditions and to this as total consideration is evidenced by signature to this document. 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, grass, turf, 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 shall be satisfied by replacing to as good as original condition said grass, turf, trees and shrubbery and property to the same or as near as possible to the same condition as at present before construction began and GRANTEE'S contractor shall be covered by Bond and directed by Owner to return the Right of Way to at least as good condition and to not disturb golf play or interfere with same any more than absolutely necessary to properly complete work.

It is expressly understood and agreed that GRANTEE, after laying the said water line, 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, including

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Bona Vista Water

any turf damage and gravel on roadways disturbed by this project. GRANTEE will work with GRANTOR to not interfere with GRANTORS underground irrigation system and to immediately repair any damage done by this Project. 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 delay 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. 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 shall be constructed on the easement hereby granted.

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 GRANTOR has executed the same, in duplicate, this 29TH day of July, 1987.

[Signature] PRESIDENT / PERMITS/REGULATORY CORP.
[Signature] Grounds Committee
[Signature] SECRETARY/TREASURER
[Signature] K. Co...
GRANTORS

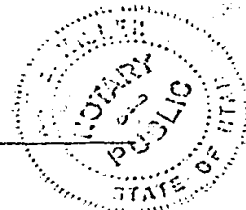
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STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 5 day of August, 1987,
personally appeared before the Grantors

who duly acknowledged that they executed the same.

[Signature]
NOTARY PUBLIC



Residing at: Ogden, Utah
My Commission Expires:

5-6-89