

PLATED VERIFIED
ENTERED MICROFILM

E# 1225117 BK1662 PG2485
DOUG CROFTS, WEBER COUNTY RECORDER
07-MAY-93 339 PM FEE \$12.00 DEP MH
REC FOR: BONA-VISTA-WATER

EASEMENT CONTRACT

Richard H. Fleming, aka/R. H. Fleming and Cleo S. Fleming 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 culinary water line across the GRANTOR'S lands situated in Weber County, State of Utah, to wit: All within Section 36, T.7N.; R.2W., SLB & M.

A 16" Culinary Water Line crossing property as with center line described as follows:

Beginning at a point 43 feet South of the Center Line of 2700 North Street: Said point being S. 42 feet and N.89 27'58" W. 570 feet from the N.E. 1/4 Corner of described Section 36 T.7N., R.2W., SLB & M and within Tax I.D. parcels 41-1-0010, 41-1-0008, 41-1-0012, and running N. 89 27'58" W. for 613 feet. At this point the line will go into the Union Pacific Railroad Right of Way.

This conveyance being executed for and in consideration of the sum of One Dollar (\$1.00) plus two each residential water connections, 3/4" valued at \$975.00 each, in hand paid to said Grantor by the said Grantee, the receipt whereof is hereby acknowledged. 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 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. The permanent easement shall be 5.0 feet on each side of the described center line of pipe with the temporary construction easement being 10 feet on the North side and 15 feet on the South side.

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. 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. It is agreed that the Grantee will repair any fence damage to as good condition as it was in prior to construction.

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.

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IN TESTIMONY WHEREOF, the GRANTEE has caused this Easement Contract to be executed, in duplicate, by the Chairman of the Board of Trustees, and said GRANTOR has executed the same, in duplicate, this 26th day of April, 1993.

Richard H. Fleming
Chas. B. Fleming

GRANTORS

State of Utah)
)
County of Weber)

On the 26th day of April, 1993, personally appeared before the Grantors.

who duly acknowledged that they executed the same.

Monette Panter
Notary Public

• Residing at: Ogden, Utah
Weber County
My Commission Expires: 4-14-97

