

5072904

1400

5072904
29 MAY 91 12:32 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CHARLES A. NICKERSON
2305 SKYLINE CIR SLC UT 84108
REC BY: KARNA BLANCHARD, DEPUTY

AGREEMENT AND GRANT OF LIEN

This Agreement is made between David J. Bird, Katharine B. Evans
and Julie B. Henley, all c/o David J. Bird, 333 East 400 South, Salt Lake City,
Utah 84111

[names and addresses] (referred to as "Property Owner" even if consisting of more than one person) on the one hand and Cardiff Associated Property Owners, a Utah non-profit corporation (the "Association") on the other hand.

RECITALS

A. The Association operates a water system for its members, who own parcels of land with cabins located in the SW 1/4 of the NE 1/4, Pine Lodge Subdivision and that part of the E 1/4 of the NW 1/4 lying south of Pine Lodge subdivision, all in Section 18, Township 2 South Range 3 East, in the state of Utah.

B. Property Owner desires to become a member of the Association and to obtain from the Association a connection to such water system.

C. Property Owner owns the land described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TERMS AND CONDITIONS

In consideration of the foregoing and the covenants contained in this Agreement, it is agreed:

1. Water Connection. Upon qualifying as a member of the Association, Property Owner shall become entitled to one water connection for the Property, all in accordance with the Bylaws and Regulations of the Association.

2. Compliance. Property Owner shall be bound by and comply with the provisions of the Bylaws of the Association and of any Regulations adopted by the Board of the Association including any amendments which may be made to such Bylaws or Regulations from time to time. Property Owner shall pay when due such charges and fees as may be assessed or required by the Association with respect to the establishment, maintenance, or operation of the water system, which may, without limitation, include capital assessments, water charges, overhead charges, inspection fees, disconnection fees, and reconnection fees. Owner shall comply with any laws, ordinances, injunctions, court orders, rules, regulations, or other mandates of any governmental entity, court, or administrative agency with jurisdiction over the water system or any part of it, or with the power to disconnect the Association from its source of water or to suspend, terminate, or otherwise materially affect any

BK 6320 PG 0784

right of the Association to take or receive water or to deliver water to its members. Any amounts owing to the Association not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid.

2. Designated Owner. If Property Owner consists of more than one person, Property Owner shall designate in writing one of its number in the manner provided in the Bylaws of the Association to act on behalf of Property Owner with respect to all Association membership and water system matters. Such person when so designated shall be the lawful agent and attorney-in-fact of each person who is one of Property Owner and shall have full power and authority to so act for each such person with respect to such matters. The Association may rely upon such designation and the power and authority of the holder of such designation until a replacement designation in recordable form is delivered to the Association. Nevertheless, the Association may, in its discretion, require that all persons who are part of Property Owner execute any documents necessary or appropriate with respect to membership matters or the water system.

3. Lien. Property Owner hereby grants to the Association a lien, which may be foreclosed in the same manner as a mortgage, on the property described on Exhibit A in order to secure the payment by Property Owner of all dues, fees, charges and other amounts which may be or become payable to the Association pursuant to the Bylaws, Regulations, or published fee or charge schedules of the Association or pursuant to this Agreement, up to but not exceeding the sum of one thousand five hundred dollars (\$1,500) in the aggregate. The limitation on the amount of the lien shall not be construed to be a limit on the Property Owner's liability to the Association. Upon receipt from any person who is one of the Property Owner of a written request, the Association shall provide that person or someone else designated by that person an estoppel certificate setting forth as of the date of such certificate the amount, if any, of dues, fees, charges, or other amounts then payable to the Association. Such certificate shall be binding on the Association and may be relied upon by the Property Owner or anyone dealing for value with the Property Owner.

4. Disconnection. Property Owner grants and confirms to the Association the right and power to disconnect the Property and the Property Owner from the water system for any violations of (i) this Agreement, (ii) any Regulations of the Association, (iii) the Bylaws of the Association, or (iv) any laws, ordinances, injunctions, court orders, rules, regulations, or other mandates of any governmental entity, court, or administrative agency with jurisdiction over the water system or any part of it, or with the power to disconnect the Association from its source of water or to suspend, terminate, or otherwise materially affect any right of the Association to take or receive water or to deliver water to its

members. The Association and any agent of it shall have the right, power and authority to enter onto the Property or any other property of Property Owner for purposes of effecting such disconnection. The Association shall not make such disconnection until it has mailed, by first class mail, postage prepaid, or hand delivered a notice of default to the Property Owner or to the person designated by the Property Owner as described in paragraph 2 above and the default has not been cured for a period of fifteen days after such mailing or such hand delivery or such longer time as may be stated in the notice of default; provided, however, that if the default threatens immediate irreparable harm to the water system or the ability of the Association to provide water to its members if an immediate disconnection is not made, or if charges are accruing against the Association for water if an immediate disconnection is not made, then in any such event the Association shall have the right to make the disconnection without giving prior notice to the Property Owner or the person designated by the Property Owner.

4. Authority to Associates. The officers of the Association or the water master of the Association shall have authority directly or through agents to enter onto the Property and to take action on any pipes belonging to the Property Owner for any appropriate purpose concerning the water system including inspecting, repairing, disconnecting, protecting, or maintaining the water system or any pipes connected to it.

6. Enforcement. All person who are one of the Property Owner shall be jointly and severally bound by this Agreement. This Agreement may be enforced by the Association which shall be entitled to all remedies available at law or in equity including the remedy of specific performance. Upon breach of this Agreement by Property Owner, the Association shall be entitled to all costs and expenses of enforcing this Agreement, including attorneys' fees.

7. General. This Agreement shall be governed by the law of the state of Utah. This Agreement and the Bylaws and Regulations of the Association, as they may be amended from time to time, contain the entire understanding between the parties. This Agreement shall not be amended or modified, or any provision waived, except by a written instrument signed by or on behalf of the party to be charged with it. This Agreement may be executed

in any number of counterparts, all of which together shall constitute but one instrument.

Dated this 16th day of May, 1991.

CARDIFF ASSOCIATED PROPERTY OWNERS

PROPERTY OWNER

By Jan Fasselini
Printed name: JAN FASSELINI
Title: Pres; DENT.

David J. Bird

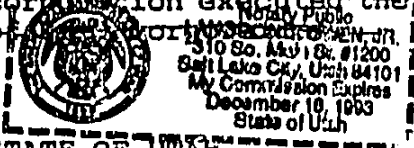
Julie B. Newby by David J. Bird
attorney in fact

Therese B. Evans

CARDIFF ASSOCIATED
PROPERTY OWNERS
1881 NUNLEY CIRCLE
SALT LAKE CITY, UT 84121

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

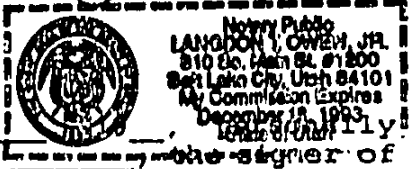
On the 9th day of May, 1991, personally appeared before me Jan Fasselini, who being by me duly sworn did say that he is the President of Cardiff Associated Property Owners, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors and said Jan Fasselini duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.



Jay Don T. Owen Jr
Notary Public

STATE OF UTAH)
COUNTY OF _____) SS.

On the ___ day of _____ appeared before me _____



the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

Residing at:

My Commission Expires:

STATE OF UTAH)

COUNTY OF Salt Lake)

) ss.
)

On the 11th day of May, 1989, personally appeared before me David J. Bird, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Raquita J. Hughes
Notary Public

Residing at: SLC, Utah

My Commission Expires:

June 20, 1989

STATE OF UTAH)

COUNTY OF Salt Lake)

) ss.
)

On the 11th day of May, 1989, personally appeared before me David J. Bird, attorney-in-fact for Julie D. Hendry, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Raquita J. Hughes
Notary Public

Residing at: SLC, UT

My Commission Expires:

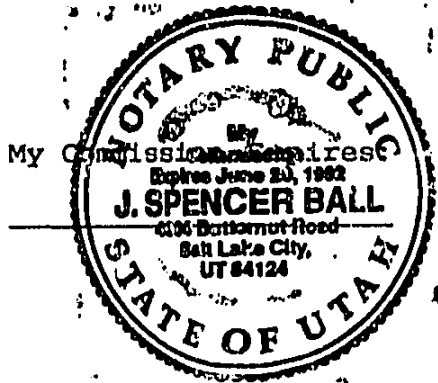
June 20, 1989

cr\wp5\jpo\889\cardiff.egr

STATE OF UTAH

COUNTY OF Salt Lake)
) ss.

On the 16 day of May, 1989, personally appeared before me Katherine G. Evans, the signer of the within instrument, who duly acknowledged to me that he executed the same.



J. Spencer Ball
Notary Public

Residing at: Salt Lake County

EXHIBIT A TO
AGREEMENT AND GRANT OF LIEN

Cabin NO. 10-60

Parcel No. 24-28-253-011-0000 - David J. Bird., ET AL
COMMENCING at the Southwest corner of the Northeast quarter of
Section 18, Township 2 South, Range 3 East, Salt Lake Base and
Meridian, thence North 434.94 feet more or less to center of the
South Fork of Big Cottonwood Creek; thence Northeasterly along the
creek to a point 570 feet East from beginning; thence West 570 feet
to beginning. Contains 2.83 acres.

BK 6320PG0790