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DAVIS COUNTY RECORDER
DEPUTY Me FEE MeA G R E E M E N TEggett Estates, A, B, C.

THIS AGREEMENT, made and entered into in duplicate this 26 day of March, 1986, by and between the undersigned Trustees of the John T. Eggett, Sr. Living Trust of December 8, 1973, herein called "Owner", and Bountiful Water Subconservancy District, herein referred to as "District", all of Bountiful, Utah;

W I T N E S S E T H:

WHEREAS, Owner is developing certain property on the East Bench of Bountiful, Utah, known as "Eggett Estates", Plats A, B, and C; and

WHEREAS, Owner has heretofore applied to the District for irrigation water service to Owner's premises hereinabove referred to, and the District has agreed to furnish such service subject to the conditions herein set forth;

NOW THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

1. That Owner is subdividing certain of its premises in Section 28, Township 2 North, Range 1 East, Salt Lake Meridian, under the name of "Eggett Estates", Plats A, B, and C; that Plat A comprises Lots 1 through 6, 7A and 8 through 11; that Plat B consists of Lots 12 through 19, and Plat C includes Lots 20 through 51, and that the premises included in said Plats A, B, and C are located in Davis County, Utah, and more particularly described as follows:

Beginning at the center of Section 28, Township 2 North, Range 1 East, Salt Lake Base & Meridian, and running thence North 89°44'04" West 584.430 feet along the Quarter Section line (basis of bearing is the Davis County Township Reference Plat dated December 6, 1973) to a point on a 330.000 foot radius curve to the right (radius bears North 17°03'18" West); thence along said curve for an arc distance of 101.362 feet; thence North 89°27'22" West 99.771 feet; thence South 00°20'00" West 126.367 feet; thence North 83°18'08" West 54.336 feet; thence North 89°40'00" West 105.081 feet; thence North 77°01'00" West 104.701 feet; thence North 89°40'00" West 279.193 feet to the East line of Lakeview Terrace, a Subdivision of part of Sections 28 and 29, Township 2 North, Range 1 East, Salt Lake Base & Meridian (bearing equation North 00°24'05" East Davis County Bearing Base); thence North 00°20'00"

East 104.120 feet; thence North 00°24'05" East 664.131 feet along said East line; thence South 89°44'04" East 152.000 feet; thence North 00°24'05" East 8.000 feet; thence South 89°44'04" East 240.000 feet; thence North 80°58'14" East 271.566 feet; thence North 00°15'56" East 32.993 feet; thence South 89°44'04" East 664.741 feet to the East line of the Northwest Quarter of said Section 28; thence South 00°24'33" West 741.856 feet to the point of beginning, containing 23.345 acres, more or less.

2. That Owner will apply to the District to provide irrigation water service to said premises.

3. That the District agrees to allocate or reallocate irrigation water to said premises subject to the conditions and limitations hereinafter set forth, excepting Lots 18 and 19, of Plat B, and Lots 20 and 21, of Plat C.

4. That because of the location of Owner's premises on the East Bench of Bountiful and the elevation thereof, the District cannot and does not guarantee that the pressure in the District's lines extending to and within said Subdivision will be adequate to service the lots therein, and Owner, or its successors in interest, agrees to be solely responsible for providing any additional pressure, by in-line pumps or other means acceptable to the District, as they may consider necessary to serve their respective lots or premises.

5. That the District will provide water to Owner's premises, excepting the four lots in Plats B and C above mentioned, under and pursuant to its standard Class D Petition and subject to the terms, provisions, and conditions therein, and to the provisions of this Agreement, and Owner agrees to execute the same, or such other instruments as may be necessary to accomplish the allocation or reallocation of irrigation water to said premises.

6. That this Agreement shall be recorded in the office of the Davis County Recorder immediately following the filing of the Subdivision Plats, and shall be binding upon the parties hereto and their successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

JOHN T. EGGETT, SR. LIVING TRUST

By

By

John T. Eggett, Jr. and Larry L. Eggett, Trustees

BOUNTIFUL WATER SUBCONSERVANCY DISTRICT

By

President, Board of Directors

ATTEST:

Paul A. Nelson
Secretary

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS. :

On the 26th day of March, 1986, personally appeared before me, JOHN T. EGGETT, JR. and LARRY L. EGGETT, who being by me duly sworn, did say that they are Trustees of the John T. Eggett, Sr. Living Trust, and acknowledged to me that they executed the within instrument for and on behalf of said Trust.

My Commission Expires:

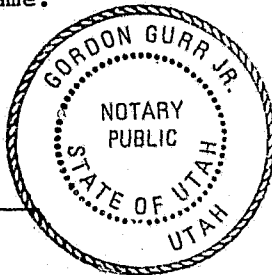
9-19-88

Sheila Jayne Mulligan
Notary Public
Residing at Bountiful
SHEILA JAYNE MULLIGAN
STATE OF UTAH

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS. :

On the 26 day of March, 1986, personally appeared before me, KENYON R. GURR and ROLF A. NELSON, who being by me duly sworn did say that they are President and Secretary of Bountiful Water Subconservancy District, and that the within and foregoing instrument was signed in behalf of said District by authority of a Resolution of its Board of Directors, and said Kenyon R. Gurr and Rolf A. Nelson each duly acknowledged to me that said District executed the same.

My Commission Expires:
October 31, 1988



Gordon Gurr Jr.
.. Notary Public...
Residing at Clearfield, Utah