

93
var 1335 pag 50

797099

Weber-Box Elder
Conserv. Dist.
Mr. Zee No. 28 11-47-1970

A G R E E M E N T

THIS AGREEMENT is made and entered into between WEBER-BOX ELDER CONSERVATION DISTRICT, a public corporation of the State of Utah (hereinafter "the District"), of the one part, and JACK H. AND JOYCE B. EGGINTON (hereinafter "the Owner") of the other part, on the day and year hereinafter stated.

A. The Owner had filed a petition with the District to include a tract of land hereinafter described (the Lands) within the boundaries of the District in order that the District can furnish irrigation water.

B. IT IS AGREED that such inclusions would entail considerable expense on the part of the District in installing a pump plant, main supply line and the reservoir necessary to furnish such irrigation water, and in that regards the said Owner has paid herewith to the District, the sum of TWO HUNDRED NINETY EIGHT DOLLARS (\$298.00),

the receipt whereof is hereby acknowledged by the District.

NOW, THEREFORE, in pursuance of the foregoing and in consideration of the mutual promises herein set forth, IT IS AGREED between the parties as follows:

A. DUTIES OF THE DISTRICT. The District hereby agrees to complete the installations necessary to supply water to the Owner from the pipeline serving the reservoir to be constructed in or about the LAKEVIEW HEIGHTS SUBDIVISION, as such water is made available by the pump plant, pipeline to the reservoir, and reservoir, which will be constructed as aforesaid, and that the water to be delivered to the owner will be delivered at such point on said pipeline as the District may determine.

The District further agrees to make every effort to complete the installation on or before January 1, 1982, and it is expressly understood and agreed that performance of this contract by the District is conditional upon the District obtaining funds to finance and complete the installation.

-2-

necessary in connection with the LAKEVIEW HEIGHTS SUBDIVISION reservoir, pumping plant, pipeline and appurtenances.

1. In consideration of the District installing the installations and inclusion of the Lands within the boundaries of the District, the Owner hereby agrees to pay to the District the sum of FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$4,512), as a partial reimbursement for the expenditures of the District in providing the Installation being the pump plant, supply line to the reservoir and the reservoir as aforesaid, and to pay to the District the said sum as hereinafter provided; and in the event that any payment is not made when due, the District may, at its sole option, declare the entire remaining balance to be immediately due and payable.

2. To secure the aforesaid unpaid balance in the amount aforesaid, the Owner hereby grants to the District a lien on the Lands situated in Weber County, State of Utah, more particularly described as follows:

16 - 045 - 0005

Part of the Southwest Quarter of Sec. 21, T7N, R1W, SLB&M; Beg. at a point 902.0 feet North from the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Sec. 21, running thence West 322.4 feet, thence North 340.5 feet, thence S 83°16'57" E 324.63 feet and thence South 302.53 feet to the point of beg. Containing 2.38 acres.

3. The District hereby agrees to release Lien on the Lands upon full payment of the said unpaid balance of FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$4,512) as above provided, and the District agrees further that from time to time the District will grant a release of lien on smaller parcels at the rate of SIX HUNDRED DOLLARS (\$600.00) per each lot release or ONE THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS (\$1,895.00) for each acre released. PROVIDED, HOWEVER, that any releases of less than one acre shall be on a pro-rata basis, but in no event shall any release of Lien be granted for less than One Hundred Dollars (\$100.00) irrespective of the size of the parcel released. The District agrees to promptly release such lots, acreage or smaller parcels as requested by Owner on the basis of the payments being made by Owner, as aforesaid. Notwithstanding anything to the contrary herein contained, IT IS AGREED that the payment for each lot or parcel on the basis above provided will become due and payable to the District when said lot, or parcel, is used or occupied for any purpose, or sold, or contracted to be sold, or water from the District is first used on such lot or parcel, whichever event first occurs.

4. IT IS UNDERSTOOD by the parties hereto that this Agreement will in no way alter or affect the normal procedure of the County Assessor in annually assessing the real property for the cost of water, operation and maintenance of the lines, and other necessary expenses of the District.

5. It is also understood that repayment costs in addition to the aforementioned amount of FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$4,512) (or any part of said sum which is not paid by Owner as agreed) which the District is required to pay for the facilities constructed to serve the areas within its jurisdiction may be collected by annual charges

-4-

through the tax collecting offices of Weber County.

6. The Lien will cover all of the Lands, and in the event that the full amount hereby secured is not paid as herein provided the District may then proceed at law, or otherwise, to foreclose the Lien granted hereunder with respect to any and all unreleased portion of the Lands, and in such foreclosure of Lien the Owner agrees to pay to the District all costs of foreclosure, including court costs, Attorney's fees, and any title research fees incurred in connection therewith.

7. The Owner hereby agrees with the District that connection charges and fees will amount to a minimum of THREE HUNDRED AND ONE DOLLARS (\$301.00) per year during the time that repayment is being made and in the event that such connection charges and service fees, exclusive of tax revenues or other sums raised by taxation, shall not reach that amount then, in that event, the Owner hereby covenants and agrees to pay seventy-five percent (75%) of any such deficiency to the District not later than November 1 of such year. (The Owner further covenants and agrees to it will, upon execution of this contract, obtain a Surety Bond with a Surety Company, if approved by the District, to guarantee the annual payments.)

8. In the event the District shall fail to install the installations on or before January 1, 1982, the Owner shall have the right, at its option, (1) to obtain full refund of all amounts theretofore paid LESS the actual expenses which District has incurred in connection herewith; (2) to obtain full release of Lien on the Lands at no cost to the Owner, PROVIDED, HOWEVER, that the provisions of this paragraph shall not be applicable if the District is in the process of construction, or has been delayed by reason of weather, strikes, or conditions beyond its control.

9. The invalidity of any provisions of this Agreement, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or affect the remainder

of this Agreement, and in such event, all of the other provisions of this Agreement shall continue in full force and effect as if such invalid provisions had never been included herein.

10. The officers who sign this Agreement hereby certify that this Agreement was duly authorized under a Resolution duly adopted by the Board of Directors of the respective parties at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the District and the Owner have executed this instrument at Ogden, Utah, on this 15 day of NOVEMBER, 1979.

WEBER-BOX ELDER CONSERVATION DISTRICT

By Leslie E. Randall
President

ATTEST:

Edward H. Southwick
Secretary

John M. Clough
John M. Eggerman

STATE OF UTAH)
)
COUNTY OF WEBER)

On the 15 day of November, A.D., 1979, personally appeared before me LESLIE E. RANDALL and EDWARD H. SOUTHWICK, who being by me duly sworn did say that they are the President and Secretary respectively of the Weber-Box Elder Conservation District, a corporation of the State of Utah; and that the foregoing instrument was signed in behalf of said Weber-Box Elder Conservation District by authority of a Resolution of the Board of Directors and that the said LESLIE E. RANDALL and EDWARD H. SOUTHWICK acknowledged to me that said corporation executed the same.

Lee Ann Clough
NOTARY PUBLIC

Residing at Ogden, Utah

My Commission expires:

May 19, 1982

STATE OF UTAH)
:SS
COUNTY OF WEBER)

On the 2nd day of October, 1979,
personally appeared before me Jack H. Eggerton
and Joyce B. Eggerton, signers of the foregoing
instrument who duly acknowledged to me that they executed the
same.

James D. Meas
NOTARY PUBLIC
Residing at Bountiful, Utah

My Commission expires:

Oct 1, 1992

