

RETURNED

E# 913751 BK 1390 PG 929  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 JAN 11 1:00 PM FEE 10.50 DEP JB  
REC'D FOR LAYTON CITY CORP

JAN 11 1991

E<sup>2</sup>-25-41-2W

WATER LINE AGREEMENT

12-110-0095

12-110-0099

This Agreement made and entered into this 16<sup>th</sup> day of February, 1989, by and between Donald Neville, Trustee, of Octavia Neville, of Layton, Utah, hereinafter referred to as Resident, and Layton City, a Municipal Corporation of the State of Utah, hereinafter referred to as City.

WITNESSETH:

WHEREAS, the City plans to develop a water line along 2200 West in the City of Layton, County of Davis, State of Utah, and;

WHEREAS, Resident desires to have this line extended along 2200 West and, thereby, provide Resident with a source of culinary water; and Resident desires to have the City pay the initial construction cost thereof, and;

WHEREAS, the Resident desires to reimburse the City for the benefit which they will be receiving by the construction and installation of a culinary water line, and;

WHEREAS, the City is willing to pay the construction cost thereof under the terms and conditions as set forth below;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and the sums of money to be paid, it is hereby agreed as follows:

The City will develop and construct a culinary water line. The work materials and labor necessary to complete this project will be furnished by City and will include those items normally associated with the plans and specifications for like water lines.

Reimbursement - Resident agrees to reimburse the City for their costs of construction in the following way:

A. Resident agrees to sign a promissory note providing for the payment of principal plus interest at a rate of 10% in nine (9) annual payments, together with a down payment in the amount of 10% of the total due under the promissory note.

B. The City agrees to collect from each entity who desires to connect onto the culinary water line after completion of said line an amount per dwelling unit and/or connection equal to Resident's pro rata share of the construction costs to reimburse Resident for Resident's costs incurred at the time of construction. These collections shall be made by the City prior to the entity connecting onto the water

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line and before the issuance of a building permit. Any sum collected under this term shall be either credited or forwarded to the resident as follows:

1. If the Resident has an outstanding balance due to the City, then any sums collected will be credited on Residents pro rata share of principal then due and owing.

2. If a fee is collected under this term and the Resident has no outstanding balance due and owed to the City, then the Resident's pro rata share shall be forwarded to resident within 60 days of receipt by the City in the form of a check.

3. It is understood by the Resident that any sums collected under this agreement for purposes of reimbursement to Resident shall be reimbursed either by a credit or a cash reimbursement until such time that the resident's costs have been paid. For purposes of this Agreement, costs shall be defined as the amount paid by resident to the City representing principal and specifically shall not include initial hook-up fees and/or interest paid on the promissory note attached to this Agreement and made reference to herein as "Exhibit A."

4. It is agreed and understood that if, for any reason, the terms and conditions of this Agreement are unenforceable, including the collection and distribution of any monies, the City is not liable for any payments to the Residents. It is also understood that in the event this Agreement for any reason is void or otherwise unenforceable in whole or in part, it still remains the responsibility of the Resident herein to pay for the required culinary water line installed pursuant to this Agreement.

5. Ownership, Maintenance and Inspection - Ownership of the waterline, which is the subject of this Agreement shall be with the City after completion. The City will assume full responsibility of maintenance of said water line after completion. It is understood that the City has the unconditional right of inspection and to make installation conform to all applicable building laws and ordinances while the water line is being installed.

6. Easements - If any easements are required to fulfill this Agreement, the Resident will have the responsibility of paying for such easements and the City will assist to the degree it can in obtaining any required easements.

7. Resident does hereby agree to be jointly and severally liable for any and all payments due under this Agreement and the attached promissory note. It is also agreed that the Resident will give as security for payments due under this Agreement and the attached promissory note, real property located in the City of Layton, County of Davis and more particularly described under the County tax rolls as number 12-40-1095. It is also understood

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that Resident is also jointly and severally liable for payments due hereunder, but that the debt herein incurred and lien hereby given shall run with the above described property.

8. Modifications - Any changes or modifications of this Agreement by either party shall be in writing and signed by the City Manager.

9. This Agreement is binding on and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed these in the presence of the date first written above.

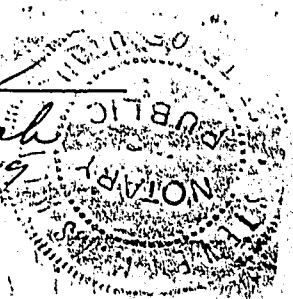
*C. Bruce Barton*  
\_\_\_\_\_  
C. Bruce Barton  
City Manager

State of Utah )  
County of Davis ) ss.

*Dorcas Nevill Trustee*  
*for Octavia C. Nevill*  
\_\_\_\_\_  
Resident

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of Sept, 1989.

*James M. Ashley*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: *Hayden Utah*  
Commission Expires: *9/5/89*



LIDP LAND INDEX SYSTEM DISPLAY PARCEL INFORMATION

( 39)12:110:0095 PARCEL VALID: 04/18/89 TO PRESENT INFO AS OF DATE: 01/10/91  
 TAX NAME AND ADDRESS FOR TAX YEAR 1992:  
 NEVILLE, DONALD AND GREEN, VIRGINIA N-TRUSTEES  
 596 SOUTH 2200 WEST LAYTON, UT 84041  
 PROP ADDR: 596 SOUTH 2200 WEST LAYTON

LEGAL DESCRIPTION:

BEG AT PT 133 RODS S & 427.0 FT E FR NW COR OF E 1/2 OF E 1/2 OF NE 1/4 OF SEC 2  
 5-T4N-R2W, SLM; S 27 RODS TO CENTER LINE OF SEC; E 233 FT TO E LINE OF SEC; N 27  
 RODS; W 233 FT TO BEG. CONT LESS STR. 2.04 ACRES.

PRIOR SERIALS: 12:110:0051

FUTURE SERIALS:

LIDP LAND INDEX SYSTEM DISPLAY PARCEL INFORMATION

( 39)12:110:0099 PARCEL VALID: 04/18/89 TO PRESENT INFO AS OF DATE: 01/10/91  
 TAX NAME AND ADDRESS FOR TAX YEAR 1992:  
 NEVILLE, DONALD AND GREEN, VIRGINIA N-TRUSTEES  
 596 SOUTH 2200 WEST LAYTON, UT 84041  
 PROP ADDR:

LEGAL DESCRIPTION:

BEG AT A PT WH IS W 33.0 FT ALG THE 1/4 SEC LINE & S 266.51 FT PARALLEL TO SEC L  
 INE FR E 1/4 COR OF SEC 25-T4N-R2W, SLM; RUN TH W'LY 200.0 FT; TH S 328.68 FT; T  
 H E 200.0 FT TO W'LY LINE OF A COUNTY ROAD; TH N 328.68 FT TO POB. CONT. 1.51  
 ACRES.