

PLATED
ENTERED

VERIFIED
 MICROFILMED

EASEMENT CONTRACT

1020814

DEPT. OF PUBLIC WORKS
WEBER COUNTY
DEPUTY CLERK

AUG 5 2 05 PM '87

FILED IN RECORDS FOR

Bona Vista Water

DONALD A. HALES AND RANEL H. HALES, GRANTORS, 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:

A permanent 15 foot easement 7.5 feet on both sides of the Centerline described below and a 20 foot temporary construction Easement on the North side of same described centerline which is described as follows:

A part of the North Half of Section 5, T.6N.: R.1W.: S.L.B.& M.: U.S. Survey. Beginning at a point 272.3 feet North 89° 09' 45" West of Point on the West Right of Way of Washington Boulevard which Point is 618.2 feet South 89° 32' 34" West along the North line of said Section 5 and 1096.79 feet South 0° 50' 15" West along the Center line of Washington Boulevard and 66.0 feet North 89° 09' 45" West 66.0 feet from the North-east Corner of said Section 5; said point is also 12.43 feet North 0° 50' 15" East along said Center line of Washington Boulevard and 66.0 feet North 89° 09' 45" West from the Center line intersection of 1700 North Street and Washington Boulevard: Running thence North 89° 09' 45" West 362.7 feet parallel to and perpendicular, distant 7.5 feet more or less North from an existing fence.

Consideration given Grantor by Grantee shall be cash settlement in the amount of Seven Hundred Ninety Three Dollars and 50/100 (\$793.50) plus Grantee shall make a standard 3/4 inch tap and residential connection to the Districts water main within Grantors property setting meter box within fifteen (15) feet of water main. Use of water by Grantor will be according to Grantee's Rules and Regulations and at same rate as charged other residential users within the District. Receipt of cash payment by Grantee's check is hereby acknowledged and agreement as to terms and conditions of the contract and to the considerations is evidenced by signature to this document on this date. 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, trees, shrubbery 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. Any damage caused off of Easement shall be dealt with and taken care of by contractors insurance at time of construction and by liability insurance of Grantee after that time.

at no cost to Grantor
F.L.P.

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.

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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. Grantee agrees that if Grantor should point out cause to not go in or out or travel easement at certain time and provide adequate alternate route to get in to inspect, maintain or repair said line it will be acceptable. 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 or permanent structures shall be constructed on the easement hereby granted.

The terms and Conditions of this Easement Contract shall be binding on Heirs and Assigns of both parties.

Grantee agrees that in the future event of abandonment and discontinued use of pipeline and easement this easement shall cease and rights and privileges shall revert back to Grantors.

Grantee agrees that in the event of legal action brought on by reasons of default, faulty operation, or damage to property by Grantee to pay reasonable legal costs to resolve the problem.

In TESTIMONY WHEREOF, the GRANTEE has caused this Easement Contract to be executed, in duplicate, by the Chairman of its Board of Trustee's, and the said GRANTORS has executed the same, in duplicate, this 26 day of June, 1987.

Donald A. Haies
Ranel H. Haies

GRANTORS

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STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On the 26th day of June, 1987,

personally appeared before the Grantors Donald A. Haies and Ranel H. Haies who duly acknowledged that they executed the same.

NOTARY PUBLIC

Residing at: Ogden, Utah
My Commission Expires:

1/27/88

