

PLATTED  VERIFIED   
ENTERED  MICROFILMED

EX 1205815 BK1648 PG0941  
DOUG CROFTS, WEBER COUNTY RECORDER  
23-DEC-92 1051 AM FEE \$12.50 DEP SM  
REC FOR: CARDON\_LAND\_TITLE

CULINARY WATER CONTRACT

WILMA H. KAP, her heirs, assigns, and legal representatives, (hereafter Kap), of Ogden City, Weber County, State of Utah, for and in consideration of the sum of ten and 00/100 dollars (\$10.00), hereby contracts and agrees with DARRELL E. SMITH and KAREN W. SMITH, husband and wife, their heirs, assigns, and legal representatives (hereafter Smiths), both of Weber County, State of Utah, as follows:

1. At the present time Kap owns parcels of land more fully described as:

- a. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning 1090.78 feet south of the northwest corner of Section 34; thence south 220.12 feet; thence east 25.18 chains; thence north 13D40' west 1 chain; thence east 224.52 feet, thence north 11D08'59" west 327.27 feet; thence north 44D22'03" west 209.40 feet, thence north 46D03'29" east 208.04 feet, to the south line of state road; thence northwesterly along said road to a point which is south 490.64 feet and east 1630.85 feet from the northwest corner of said quarter section, thence south 81D16'50" west 240.15 feet, thence north 44D22'28" west 231.54 feet, thence south 81D16'50" west 619.85 feet to a point on the arc of a 144.37 foot radius curve, the center of which bears south 81D16'50" west, thence southerly along the arc of said curve to the right through a central angle of 32D, a distance of 80.63 feet, thence south 23D16'50" west 248.20 feet, thence south 57D21'35" west 601.46 feet to the point of beginning.

Taxing Unit 28

Tax I.D. Serial No. 22-046-0027 <sup>6</sup>  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0027)

- b. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Meridian: Beginning at a point that is north 89D49'36" west 537.04 feet; south 01D45'58" east 1456.40 feet; and south 88D13'43" west 287.89 feet from the northeast corner of said northwest quarter, running thence north 11D08'59" west 143.92 feet; thence west 528.98 feet to the northwest corner of the southeast quarter of said northwest quarter; thence south 422 feet; thence south 87D30' east 444 feet; thence south 24D38' east 301 feet; thence north 84D56' east 282 feet, more or less, to the west line of the state road, thence north 2D14' west 13 feet, more or less, to the south boundary line of Copyak Subdivision; thence south 84D18'02" west 239.17 feet; thence north 66D27'57" west 41.23 feet; thence north 22D23'28" west 177.81 feet; thence north

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89D42'25" east 62.66 feet; thence north 01D45'58" west 370.02 feet to the point of beginning.

Together with the following right of way:  
Being a part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and described as follows: Beginning at a point on the west line of State Highway No. 162, said point being north 89D49'36" west 537.04 feet, and south 01D45'58" east 1456.40 feet from the northeast corner of the said northwest quarter, and running thence south 01D45'58" east, along the said line of Highway No. 162, 60.00 feet to the northeast corner of the Copyak Subdivision; thence south 88D13'43" west along the north line of the said Copyak Subdivision 287.89 feet to the northwest corner thereof; thence north 01D45'58" west 60.00 feet; thence north 88D13'43" east 287.89 feet to the point of beginning (Book 1615 Page 202).

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Tax I.D. Serial No. 22-046-0011 *o*  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0011)

- c. Part of the Northwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point that is north 89D49'36" west 537.04 feet, south 01D45'58" east 1456.40 feet, south 88D13'43" west 287.89 feet and north 11D08'59" west 143.92 feet from the northeast corner of the northwest quarter of Section 34; thence north 11D08'59" west 65.37 feet; thence west 224.52 feet; thence south 13D40' east 1 chain to the south line of the north 1/2 of said quarter section; thence east 221.57 feet to beginning.

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Tax I.D. Serial No. 22-046-0015 *o*  
(HEREAFTER REFERRED TO AS PARCEL 22-046-0015)

2. It is Kaps intention to sell and convey parcels 22-046-0011 and 22-046-0015 to the Smiths in fee simple as part of an entire transaction.

3. In behalf of all parties to the land sale transaction in developing their separate parcels, and in part consideration of the sale of parcels 22-046-0011 and 22-046-0015, the parties agree to this contract.

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4. It is anticipated that a culinary water pipeline will be built to extend from a main pipeline, through existing parcels of land owned by the Smiths at the time this contract is made, and through the parcels described as 22-046-0011 or 22-046-0015, and eventually extend into the Kap parcel described as 22-046-0027. A connection to the main pipeline will cost at least five thousand and 00/100 dollars (\$5,000), plus other costs, as of the date this contract is made.

5. It is agreed and understood by the parties to this contract that Smiths will pay any costs associated with the connection to the main culinary water pipeline running along the east edge of property owned by Smith and described by tax I.D. serial number as 22-046-0071, and will pay any cost associated with extending the pipeline through the Smiths' property. The decision to connect to the culinary water pipeline system shall be in the full discretion of Smiths.

6. In the event that Kap develops any of the property on the parcel described as 22-046-0027, and the Smiths have extended the culinary water pipeline system into parcel 22-046-0027, and in the event that Kap decides in her discretion to connect to that culinary water pipeline system, Smiths may, at their discretion, assess, and Kap agrees to pay:

1) a connection fee of one thousand and 00/100 dollars (\$1,000) to any lot subdivided into an area not exceeding two (2) acres, OR

2) a connection fee of one thousand and 00/100 dollars (\$1,000) per acre on every lot subdivided into an area exceeding two (2) acres,

HOWEVER, at no time will an assessment be made by Smiths or money paid by Kap after a total assessment has been paid on five (5) lots, or five thousand and 00/100 dollars (\$5,000) has been assessed and paid, whichever occurs first.

7. It is agreed and understood by the parties to this contract that any assessments under the terms herein related are in addition to and above any costs or fees payable to any culinary water pipeline company or governmental agency by connecting to any water distribution system by Kap, her heirs, assigns, and legal representatives.

8. This contract's terms last fifteen (15) years from the date of signing which will be December 21, 2007. All contract terms are null and void after that date.

9. Payments will be made directly to Smiths.

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10. This agreement relates only to the parcel of land owned by Kap described as parcel 22-046-0027 and no other.

11. This agreement encompasses only a connection by Kap to a culinary water pipeline extending from the Smiths' property described as parcels 22-046-0011 or 22-046-0015. Kap may, at her discretion, connect with any other culinary water pipeline from any other place, direction, company, or governmental agency and pay no assessment to Smiths.

SIGNED this 21<sup>st</sup> day of DECEMBER, 1992.

Wilma H. Kap  
WILMA H. KAP

Darrell E. Smith  
DARRELL E. SMITH

Karen W. Smith  
KAREN W. SMITH

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

On this 21<sup>st</sup> day of DECEMBER, 1992, personally appeared before me WILMA H. KAP, DARRELL E. SMITH, and KAREN W. SMITH, the signers of the instrument consisting of four (4) pages including this page, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

