

725 PANORAMA DR. - SIM ALAND

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MEMORANDUM OF AGREEMENT

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WHEREAS, Green Hill Development Company, a partnership, consisting of James Aland, Harold Eborn and Don Spotten, hereinafter referred to as Green Hill, have an option to purchase the following described property, to-wit:

Commencing at a point 1040 North from the Southeast corner of Section 34, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence West 113 feet; thence South 50 feet; thence West 1207 feet; thence North 20 chains; thence East 20 chains; thence South 255 feet; thence West 167.54 feet; thence South 380 feet; thence East 167.54 feet; thence South 635 feet to the point of beginning,

from Eldon Thurgood and Virginia Thurgood, and

WHEREAS, Edwin M. Higley, hereinafter referred to as Higley, is the owner of a parcel of ground on which he has developed a trailer park, which parcel is contiguous to the south boundary line and a portion of the west boundary line of the hereinafter described property, and said parcel of ground is more particularly described as follows, to-wit:

Beginning at a point North 0 deg. 05' West 990 feet along the section line from the southeast corner of Section 34, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence South 0 deg. 05' East 273 feet along the section line; thence North 89 deg. 56' West 148 feet parallel to the south line of the said Section; thence South 0 deg. 05' East 70 feet; thence North 89 deg. 56' West 495 feet; thence South 0 deg. 05' East 335.61 feet to a point 291.39 feet North of the South line of said section; thence North 89 deg. 56' West 1,045.11 feet parallel to the south line of said section to a point 965.35 feet South 89 deg. 56' East along the section line and North 0 deg. 09' East 291.39 feet from the south quarter corner of Section 34; thence North 0 deg. 09' East 341.61 feet; thence North 89 deg. 56' West 200 feet; thence North 0 deg. 09' East 488.75 feet more or less to the north line of the southwest quarter of the southeast quarter of said section; thence South 89 deg. 56' East 558.34 feet to a point North 0 deg. 07' East of a point 1,326.73 feet North 89 deg. 56' West of the point of beginning; thence South 0 deg. 07' West 331.7 feet more or less to said point; thence South 89 deg. 56' East 1326.73 feet to the point of beginning, and

WHEREAS, Green Hill intends to develop the parcel of land under the said option to purchase into a subdivision to be known as Country Village Subdivision, hereinafter referred to as "Subdivision", and

BONNEVILLE TITLE  
Date SEP 2 1977  
BY M. MARGHERIE S. BOURNE Recorder Deeds County  
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WHEREAS, Green Hill needs to provide sewer lines for the said subdivision and further needs to provide for the channeling of surface and subsurface water from the said subdivision, all pursuant to the regulations of the city of Clearfield, State of Utah, and

WHEREAS, there is presently installed a large sewer trunk line on the north side of the Higley property herein described and holding pond for surface and subsurface run off water on the west side of the Higley property,

NOW, THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Higley hereby grants permission to Green Hill, at Green Hill's sole expense, to enter upon Higley's land and there make from one to three sewer connections from the said division sewer lines into the main trunk line on the north boundary line of the Higley property as it is contiguous to the south boundary line of the Green Hill property.

2. Higley grants to Green Hill the right to channel all surface and subsurface water from the said subdivision to the southwest corner of the subdivision property and there channel the said surface and subsurface water to an existing storm drain pipe on the Higley property which extends to the present existing holding pond on the Higley property as herein described. Higley further grants to Green Hill the right to go upon the Higley property and there enlarge, deepen, or otherwise modify the existing storm drain pipe on the Higley property so as to adequately carry all of the existing surface and subsurface water from the Higley property and the surface and subsurface water from the Green Hill subdivision property. Green Hill shall, at its own expense, enlarge, deepen and otherwise construct the storm drain pipe system adequate to carry the said main surface and subsurface drainage water to the said holding pond. Green Hill shall further, at its own expense, enlarge, modify or otherwise alter the existing holding pond so as to adequately hold all of the surface and subsurface water now being carried by the drainage system into the said holding pond from the Higley property and the additional surface and subsurface water from the Green Hill Subdivision property.

3. The collection of the surface and subsurface water shall all be underground from the Subdivision property through the Higley property to the holding pond. Green Hill further agrees to restore the surface of the Higley property to as good a condition as it now is.

4. Green Hill, within three years from the date hereof, agree to deed to Higley three fully improved subdivision lots, free of all liens and encumbrances, except as to subdivision restrictions and protective covenants, with the three lots to be mutually agreed upon between the parties to this agreement.

5. Green Hill further agrees that in the design of the roads within the said subdivision, that they shall dead end one road at the boundary line of the Viola Child property which is contiguous to the subdivision property

6. *Drain line from pond to trunk main  
Street will be shared 50% Green Hill  
and 50% Higley when construction is completed*  
D.B.S. P.H.

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on the west. That Higley may use, as the need may arise, the subdivision roadways to reach the said Viola Childs property.

DATED this 29<sup>th</sup> day of August, 1977.

GREEN HILL DEVELOPMENT COMPANY,

By [Signature]  
JAMES ALAND, partner

By [Signature]  
HAROLD EBORN, partner

By [Signature]  
DON SPOTTEN, partner

[Signature]  
EDWIN M. HIGLEY

[Signature]  
AFRA C. HIGLEY, wife

STATE OF UTAH

COUNTY OF UTAH

On the 29<sup>th</sup> day of August, 1977, personally appeared before me, a Notary Public in and for the State of Utah, James Aland, Harold Eborn and Don Spotten, dba Green Hill Development Company, a partnership, who duly acknowledged to me that they executed the above instrument.

[Signature]  
Notary Public

Residing at Kaysville, Utah

My Commission Expires Jan. 30, 1979

STATE OF UTAH

COUNTY OF WEBER

On the 29<sup>th</sup> day of August, 1977, personally appeared before me, a Notary Public in and for the State of Utah, Edwin M. Higley and Afra C. Higley, his wife, who duly

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COMPANY,

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wife

appeared  
James  
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FREY

appeared  
Edwin  
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acknowledged to me that they executed the above instrument.

*Charles J. Summison*  
NOTARY PUBLIC

Residing at KNEVELLS, UTAH

My Commission Expires JAN. 30, 1979

