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FILED AND STAMPED
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AGREEMENT

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 **RICHARD E. AND WIFE MYRTLE WINWARD**
(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 FIVE
HUNDRED EIGHTY DOLLARS (\$580.00)
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 EIGHT THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS (\$8,796.00), 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:

16-043-0007 0009 0011 0017
 Part of the Southwest Quarter and Northwest Quarter of Section 21, T7N, R1W, SLB&M; Beg. at a point 892.0 feet North from the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Sec. 21, running thence North 508.0 feet, thence S 80°43' 01" E 152.0 feet, thence South 218.5 feet, thence West 150.0 feet, thence North 194.0 feet, thence S 83°16'57" E 205.0 feet more or less, thence S 6°24' W 170.0 feet, thence S 13°37' E 156.5 feet, thence S 7°24' W 85.0 feet more or less and thence West 520.0 feet to the point of beginning. Containing 4.64 acres.

-3-

3. The District hereby agrees to release Lien on the Lands upon full payment of the said unpaid balance of EIGHT THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS (\$8,796) 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 (\$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 EIGHT THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS (\$8,796) (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

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 FIVE HUNDRED EIGHTY SEVEN DOLLARS (\$587.00) 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, it will, upon execution of this contract, obtain a Surety Bond, with a Surety Company, 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

Richard E. Edwards
Myrtle Kinward

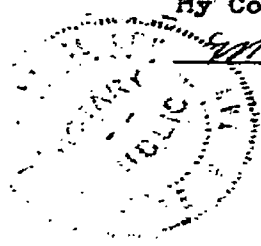
STATE OF UTAH)
) SS
COUNTY OF WEBER)

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 9th day of October, 1979,
personally appeared before me Richard E. Winward
and Myrtle Winward, signers of the foregoing
instrument who duly acknowledged to me that they executed the
same.



LeeAnn Clough
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission expires:

May 19, 1982