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BOOK 1335 PAGE 40

FILED AND RECORDED

Weber-Box Elder Conserv. Dist
1483 Wall Ave.
Ogden 84404

797098
M 34 No 28
Weber-Box Elder
Cons. Dist.
MAY 28 10 47 AM '70

AGREEMENT

DEPUTY Ernest M. Schulz

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 BEN LOMOND ESTATES, a Utah Limited Partnership,
(hereinafter "the Owner") of the other part, on the day and
year hereinafter stated.

A. The Owner is the developer of Lakeview Heights
Subdivision, a planned residential unit development (the
Development) located in the City of North Ogden, County of
Weber, State of Utah.

B. In connection with the development, the Owner
has filed a petition with the District to include the parcels
of land hereinafter described (the Lands) within the boundaries
of the District in order that the District can furnish irriga-
tion water to the Development.

C. IT IS AGREED that such inclusions would entail
considerable expense on the part of the District in installing
the 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 Twenty-two
Thousand Six Hundred Thirty Dollars and no/100---(\$22,630.00).
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:

1. DUTIES OF THE DISTRICT. The District hereby agrees
to install the following installations in or about the Development
(the Installations):

-2-

(a) One pump house and pump at a point West of 450 East Street and south of the Butler Subdivision and North of the Ogden-Brigham Canal.

(b) A supply line (the Line) approximately five thousand feet in length, more or less, from the pump site; thence Northerly and Northwesterly following 450 East Street as the same may be located in the Development; and then along one of the other streets to the reservoir. The Line shall be 14" concrete mortar line and coated steel or ductile iron pipe, in the discretion of the District.

(c) A reservoir having a capacity of eight acre feet of water and fencing around the same.

(d) The District 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 for the financing of the same.

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 Three Hundred Forty-three Thousand Two Hundred Dollars (\$343,200.00), as a partial reimbursement for the expenditures of the District in providing the Installations to serve the Lands of the Developer.

2. The Owner agrees to pay to the District the sum of Three Hundred Forty-three Thousand Two Hundred Dollars (\$343,200.00) 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.

3. To secure the aforesaid unpaid balance in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars (\$343,200.00), the Owner hereby grants to the District a lien (Lien) on the Lands situated in Weber County, State of Utah, more particularly described in Exhibit "A" annexed hereto and made a part hereof. It is UNDERSTOOD AND AGREED that Lien on the Lands shall be junior and subordinate to any and all liens and encumbrances of record on the Lands for land improvement and/or construction loans.

4. The District hereby agrees to release Lien on the Lands upon full payment of the said unpaid balance of Three Hundred Forty Three Thousand Two Hundred Dollars (\$343,200.00), 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 Dollars (\$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 the 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.

5. 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.

6. It is also understood that repayment costs in addition to the aforementioned amount of Three Hundred Forty Three Thousand Two Hundred Dollars (343,200.00), (or any part of said Three hundred Forty Three Thousand Two Hundred Dollars (343,200.00) 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.

7. 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.

8. The Owner hereby agrees with the District that connection charges and fees will amount to a minimum of Twenty- Three Thousand Dollars (\$23,000.00) 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 per cent (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 of such amount as aforesaid.

9. The Owner agrees to convey forthwith to the District a site for the construction of said reservoir, said site to be at a location agreed upon by the parties and consist of approximately two (2) acres, with the title to be conveyed to the District in fee simple, at the expense of the Owner.

10. 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 sum of One Thousand Five Hundred Twenty Dollars and 69/100-- (\$1,520.69), which the District has heretofore expended in installing approximately 92.5 feet of 18" pipe diagonally from the proposed pump site and running Northeasterly below 450 East Street to Lakeview Heights Entrance Park) and LESS the actual expenses which District has incurred in connection herewith, (2) to obtain full release or Lien on the Lands at no cost to the Owner, and (3) to obtain re-conveyance of the reservoir site which will be conveyed to the District, PROVIDED, HOWEVER, that the provisions of this paragraph shall not be applicable if the District is in process of construction, or has been delayed by reason of weather, strikes, or conditions beyond its control.

11. The invalidity of any provisions of this Agreement, or any portion thereof, shall not be deemed to impair or effect in any manner the validity, enforceability, or effect of 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 her never been included herein.

12. 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 13th day of September, 1979.

WEBER-BOX ELDER CONSERVATION DISTRICT

By Leslie K. Randall
Its President

ATTEST:

[Signature]

BEN LOMOND ESTATES

By Harold Development Corp.
Ben Lomond Lomond Corp.
(General Partner)
Manager

by

[Signature]
Its Authorized Agent,
Vice President

STATE OF UTAH)
) Ball Subess
COUNTY OF WEBER)

On the 13th day of Sept September, A.D. 1979, personally appeared before me Harold Development Corp. and [Signature] who being by me duly sworn, did say that they are the President and the Secretary respectively of the Harold Development Corp. a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said [Signature] acknowledged to me that said corporation executed the same.

Ronald Jean Kaplan
(Notary Public)
Residing at: Half Elder City, Utah 84103
My Commission expires: Jan 21, 1980

STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the 13 day of September, 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

EXHIBIT "A"

16-042-005 FT.
 PARCEL "A" - Part of Sec. 21, T7N, R1W, SLB&M: Beg. at a point located N 0°05'12" W 783.02 feet from the Southeast corner of the Southwest Quarter Sec. 21, T7N, R1W, SLB&M, point of beg. being the Northeast corner Lot 10, Lakeview Heights Subdivision, Phase 1, thence along the Northerly boundary of said subdivision the following then course; S 74°46'39" W 311.40 feet, thence to the right of the arc of a curve whose radius is 567.00 feet, a distance of 60.00 feet, thence S 80°31'29" W 133.42 feet, thence N 19°53'34" W 162.74 feet, thence N 37°49'30" W 117.71 feet, thence N 49°09'45" W 60.00 feet, thence N 61°57'44" W 270.34 feet, thence N 49°06'48" W 163.99 feet, thence N 41°56'40" W 150.00 feet, thence N 35°00'00" W 170.00 feet to the North corner of Lot 25, Lakeview Heights Sub., Phase 1, thence N 8°54'47" E 1008.11 feet; thence S 73°00'00" E 1040.00 feet to the East line of the Southwest Quarter, Sec. 21 T7N, R1W, SLB&M, thence S 0°05'12" E 1300.00 feet along said East line to point of beginning. Containing 33.75 acres.

Lakeview Heights Sub., Phase 1
 Lot NR-6

16-096-0010
 PARCEL "B" - Part of Sec. 21, T7N, R1W, SLB&M: Beg. at a point located S 89°56'00" E 1468.94 feet and N 0°04'00" E 343.04 feet from the Southwest corner of Sec. 21, T7N, R1W, SLB&M; Running thence N 38°12'55" E 339.50 feet; thence N 48°41'28" E 74.17 feet, thence N 26°25'46" E 130.00 feet to the East line of 575 East Street, thence to the right on the arc of a curve whose radius is 270.00 feet, a distance of 10.00 feet; thence S 26°25'46" E 130.00 feet, thence N 72°34'14" E 80.00 feet; thence S 57°25'41" E 144.51 feet; thence S 06°26'18" E 152.57 feet, thence S 64°12'43" E 120.00 feet to the West line of 675 East Street thence to the right on the arc of a curve whose radius is 270.00 feet a distance of 10.00 feet, thence N 64°12'43" W 110.00 feet; thence S 79°10'41" W 43.12 feet; thence N 89°56'00" W 366.16 feet; thence S 38°12'55" E 158.95 feet to the North line of 3350 North Street; thence N 89°56'00" W 12.72 feet to the point of beginning. Containing 1.71 acres.

16-037-0012 0004
 PARCEL "C" - Part of Sec. 20 and 21, T7N, R1W, SLB&M: Beg. S 89°56'00" E 40.00 feet and N 0°35'51" E 430.00 feet from the SW corner of Section 21, T7N, R1W, SLB&M; Point of beg. being on the East line of 450 East Street, thence along the Northerly boundary of Lakeview Heights Subdivision, Phase 1, the following four courses: N 77°24'09" E 210.00 feet, thence N 58°24'09" E 235.00 feet, thence N 45°24'09" E 215.00 feet; thence N 28°56'35" E 425.31 feet; thence N 0°09'34" E 168.58 ft. to the South line of the Northwest quarter of the Southwest Quarter Sec. 21, T7N, R1W, SLB&M, thence N 89°51'45" W 788.53 feet. along said South line to the West line Sec. 21, thence N 0°30'32" E 1400.00 feet along said West line, thence N 74°39'01" W 2842.52 feet to the West line of the Northeast Quarter Sec. 20, T7N, R1W, SLB&M, thence S 1°06'16" E 760.00 feet along said West line more or less to the Southwest corner of the Northeast quarter, thence East 1152.40 feet along South line of said Northeast Quarter, thence S 7°56'33" E 1040.49 ft. thence East 1098.83 feet to the West line of 450 East Street, thence to the right on the arc of a curve whose radius is 660.00 ft., a distance of 95.92 feet along the West line of 450 East street, thence S 84°47'01" E 426.32 feet, thence to the right on the arc of a curve whose radius is 385.00 ft., a distance of 31.04 ft., thence S 89°24'09" W 743.03 feet, thence S 2°16'27" E 837.04 feet, thence S 86°42'30" E 170.11 feet to the Northwest corner Lot 176, Lakeview Heights Subdivision, Phase 1, thence along said subdivision boundary the following eleven course: S 86°42'30" E 115.00 ft., thence S 71°51'38" W 113.60 ft., thence S 83°40'26" E 270.00 ft., thence S 0°35'51" E 30.00 ft., thence N 89°24'09" E 100.00 ft., thence N 0°35'51" W 210.00 ft., thence N 89°24'09" E 314.99 ft., thence N 79°11'25" E 343.85 ft., thence S 11°52'30" E 91.39 ft., thence to the right on the arc of a curve whose radius is 1540.00 ft., a distance of 303.12 ft., thence S 0°35'51" E 32.36 ft. to the point of beg. Contains 99.24 acres.

EXHIBIT "A" (continued)

16-091-0007 PT.

PARCEL "D" - Part of Sec. 21, T7N, R1W, SLB&M; Beg. at a point located S 89°56'00" E 40.00 ft. and N 0°35'51" E 33.00 feet, from the Northwest corner Sec. 21, T7N, R1W, SLB&M, thence N 0°35'51" W 280.00 ft., along the East line of 450 East Street, thence S 62°42'31" E 214.06 feet to the North corner of Lot 112, Lakeview Heights Subdivision, Phase 1, thence S 49°20'19" W 110.43 ft., thence S 0°04'00" W 110.00 feet, to the North line 3300 North Street, N 89°56'00" W 103.42 ft. along said North line to point of beginning. Containing 0.72 acres.

16-086-0042

PARCEL "E" - Part of Sec. 20, T7N, R1W., SLB&M; Beg. at a point located N 0°35'51" W 304.30 feet and S 89°24'09" W 40.00 feet from the Southeast corner Sec. 20, T7N, R1W, SLB&M point of beg. being the Southeast corner of Lot 113, Lakeview Heights Subdivision, Phase 1, thence S 89°24'09" W 100.00 ft., thence S 0°35'51" E 85.45 feet, thence to the left on the arc of a curve whose radius is 15.00 feet, a distance of 23.10 feet, thence S 88°50'15" W 70.03 feet, thence to the left on the arc of a curve whose radius is 15.00 feet, a distance of 24.02 feet, thence N 0°35'51" W 35.90 feet to the point of beginning. Containing 0.23 acres.

16-086-0043

PARCEL "F" - Part of Sec. 20, T7N, R1W, SLB&M; Beg. at a point located N 0°35'51" W 307.21 ft. and S 89°24'09" W 370.0 ft. from the Southeast corner of Section 20, T7N, R1W, SLB&M point of beg. being the Northwest corner Lot 145, Lakeview Heights Subdivision, Phase 1, thence S 0°35'51" E 98.16 ft., thence N 60°39'21" W 57.72 ft.,

thence to the left on the arc of a curve whose radius is 220.00 ft., a distance of 68.51 ft., thence N 78°29'51" W 214.07 ft., thence N 89°24'09" E 323.03 ft. to the point of beg. Containing 0.28 acres.

16-086-0044 PT.

PARCEL "G" - Part of Sec. 20, T7N, R1W, SLB&M; Beg. at a point located N 0°35'51" W 677.18 ft. and S 89°24'09" W 314.39 ft. from the Southeast corner of Sec. 20, T7N, R1W, SLB&M, point of beg., being on the North line of Lot 125 Lakeview Heights Sub. Phase 1, thence S 89°24'09" W 86.62 ft., thence N 0°35'51" W 114.51 ft., thence N 89°24'09" E 54.98 feet, thence N 79°11'25" E 10.82 ft., thence S 10°48'35" E 118.34 ft. to the point of beginning. Containing 0.20 acres.

16-086-0044 PT.

PARCEL "H" - Part of Sec. 20, T7N, R1W, SLB&M; Beg. at a point located N 0°35'51" W 720.09 ft. and West 63.13 ft. from the Southeast corner of Sec. 20, T7N, R1W, SLB&M, point of beg., being the Northeast corner of Lot 120, Lakeview Heights Subdivision, Phase 1, thence S 79°11'25" W 45.00 feet, thence N 10°48'35" W 120.00 ft., thence N 79°11'25" E 43.02 ft., thence S 11°52'30" E 92.87 ft., thence to the right on the arc of a curve whose radius is 1460.00 ft., a distance of 27.14 ft. to the point of beg. Containing 0.12 acres.

16-037-0012 PT.

PARCEL "I" - Part of the SE½ of Sec. 20, T7N, R1W, SLB&M, Beg. at the NW corner of Lot 169, Lakeview Heights Subdivision, Phase 1, running thence N 65°42'09" E 108.31 ft., thence to the left on the arc of a curve whose radius is 142.53 feet a distance of 68.43 ft., thence N 86°42'30" W 110.11 feet, and thence S 11°18'09" E 119.70 ft. to the point of beginning. Containing 0.24 acres.

EXHIBIT "A" (continued)

Pl. 16-086-0044

PARCEL "J" - Part of the SE quarter of Sec. 20, T7N, R1W, SLB&M; Beg at the Northwest corner of Lgt 139, Lakeview Heights Subdivision Phase 1, running thence N 0° 35' 51" W 114.51 feet thence N 89° 24' 09" E 40.0 feet, thence S 0° 35' 51" E 114.51 feet, and thence S 89° 24' 09" W 40.0 feet to the point of beginning. Containing 0.11 acres.

Lots 1 through 176 inclusive, Lakeview Heights Subdivision, Phase 1, North Ogden City, Weber County, Utah. Containing 44.44 acres.

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| 16-085-0001 | TO | 16-085-0023 |
| 16-086-0001 | TO | 16-086-0043 |
| 16-087-0001 | TO | 16-087-0012 |
| 16-088-0001 | TO | 16-088-0008 |
| 16-089-0001 | TO | 16-089-0007 |
| 16-090-0001 | TO | 16-090-0008 |
| 16-091-0001 | TO | 16-091-0007 |
| 16-092-0001 | TO | 16-092-0014 |
| 16-093-0001 | TO | 16-093-0015 |
| 16-094-0001 | TO | 16-094-0017 |
| 16-095-0001 | TO | 16-095-0006 |
| 16-096-0001 | TO | 16-096-0010 |
| 16-097-0001 | TO | 16-097-0007 |