



# *Bona Vista Water Improvement District*

*2020 West 1300 North, Farr West, Utah 84404 Phone*

*(801) 621-0474 Fax (801) 621-0475*

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**Agenda for Board of Directors Meeting  
Scheduled for Monday, January 29, 2024  
To be held at the District's Office at 2:00 p.m.**

1. Call the meeting to order – *Chairman Stratford.*
2. Oath of Office – *Marci Doolan*
3. Approve the meeting minutes from December 11, 2023 – *Chairman Stratford.*
4. Discussion and motion on the check register for December 2023 – *Marci Doolan.*
5. Motion to ratify awarding the contract for the 2700 W. Canal Crossing project to Thurgood Excavating - *Blake Carlin.*
6. Motion to approve Resolution 01-2024 certifying authorized PTIF users - *Chris Crockett / Marci Doolan.*
7. Motion on the real estate purchase agreement for the Hot Springs Tank site – *Chris Crockett / Blake Carlin.*
8. Motion on the wheeling agreement with Wester Basin Water Company – *Chris Crockett / Blake Carlin.*
9. Water Report – *Blake Carlin.*
10. Staff and Board Comments.
11. Adjourn.

Join Zoom Meeting

<https://us02web.zoom.us/j/86201104262>

Meeting ID: 862 0110 4262



# Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE BONA VISTA WATER IMPROVEMENT DISTRICT HELD MONDAY, DECEMBER 11<sup>TH</sup>, 2023, AT THE DISTRICT OFFICE.

**BOARD MEMBERS PRESENT:**

Mayor Michelle Tait, Chairwoman  
Mayor Ken Phippen  
Mayor Scott Van Leeuwen

**STAFF MEMBERS PRESENT:**

Blake Carlin, General Manager / Treasurer  
Matt Fox, Assistant Manager  
Chris Crockett, Attorney

**ELECTRONIC ATTENDANCE:**

Mayor Jon Beesley

**EXCUSED:**

Ron Stratford, Vice Chairman  
Marci Doolan, Administrative Manager / Clerk

1. The meeting was called to order at 6:30 pm by Mayor Tait, Chairwoman. She excused Ron Stratford as he is out of town.
2. Mayor Phippen made a motion to open the public hearing. Mayor Van Leeuwen seconded the motion. Trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
  - a. No members of the public were present.
  - b. Blake Carlin relayed that no changes had been made to the budget since the last meeting, other than the two typographical errors that have been corrected.
  - c. Blake Carlin relayed that the current CPI is at 3.3%. He shared that Ogden City and Weber Basin's O&M came up at about 4.5%.
3. Mayor Phippen made a motion to close the public hearing. Mayor Van Leeuwen seconded the motion. Trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
4. Mayor Van Leeuwen made a motion to approve Resolution 10-2023 adopting the 2024 Budget. Mayor Phippen seconded the motion. Through roll call voting, trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
5. Mayor Van Leeuwen made a motion to approve Resolution 12-2023 increasing water rates by 3.3% consistent with the CPI. Mayor Phippen seconded the motion. Through roll call voting, trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
6. Mayor Van Leeuwen made a motion to approve the minutes from the board of trustees meeting held November 27, 2023. Mayor Phippen seconded the motion. Trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
7. Mayor Phippen made a motion to approve the check register November 2023. Mayor Van

Leeuwen seconded the motion. Trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.

8. Chris Crockett relayed that the Open Public Meetings law requires the District to approve and post an annual schedule of trustees meetings. For 2024, the meetings will be held on the last Monday of each month with the exception of May and December. Those meetings will be held on May 20<sup>th</sup> and December 16<sup>th</sup>.
  - a. Mayor Phippen made a motion to approve Resolution 11-2023 setting the 2024 annual meeting schedule. Mayor Van Leeuwen seconded the motion. Through roll call voting, trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.
9. Staff and board member comments:
  - a. Matt Fox:
    - i. He informed the board that there was a holiday ham for each of them to take home following the meeting.
  - b. Blake Carlin:
    - i. He stated that the water report was finished at the last minute. Both the Weber Basin and Ogden City numbers are up there at the high end this year.
    - ii. He relayed that Chris has the easement deeds off. He is getting closer to closing the land deal for the new tank.
  - c. Chris Crockett:
    - i. He shared a reminder that in January the Chair and Vice Chair will need to be re-appointed. Typically, the Vice Chair moves to the Chair position which means that Ron Stratford would be the Chairman for the next two years. Based on seniority, Mayor Phippen would become the Vice Chairman.
  - d. Mayor Van Leeuwen: Nothing additional to discuss.
  - e. Mayor Beesley: Nothing additional to discuss.
  - f. Mayor Phippen: Nothing additional to discuss.
  - g. Mayor Tait: Nothing additional to discuss.
10. Mayor Phippen made a motion to adjourn the meeting. Mayor Van Leeuwen seconded the motion. Trustees Beesley, Phippen, Tait and Van Leeuwen voted aye. The motion carried.

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount
12/23	12/15/2023	14147	6254	American Maintenance	334.95
12/23	12/15/2023	14148	1360	CAL RANCH STORE	42.91
12/23	12/15/2023	14149	5640	CHILD RICHARDS CPAS & ADVISORS	1,200.00
12/23	12/15/2023	14150	6323	Cla-Val	1,200.00
12/23	12/15/2023	14151	6169	Comcast Cable	401.98
12/23	12/15/2023	14152	6256	DOMINION ENERGY	655.26
12/23	12/15/2023	14153	2080	Harrisville City	1,000.00
12/23	12/15/2023	14154	6336	Heath Engineering Company	1,000.00
12/23	12/15/2023	14155	2440	INTERMOUNTAIN FARMERS ASSOC.	22.00
12/23	12/15/2023	14156	6329	Magna5 MS LLC	1,181.85
12/23	12/15/2023	14157	2961	Marriott - Satterthwaite Rock Products	383.72
12/23	12/15/2023	14158	3500	Office Depot	185.67
12/23	12/15/2023	14159	6327	Rich Fastener & Supply	573.88
12/23	12/15/2023	14160	4358	Robinson Waste Services	84.00
12/23	12/15/2023	14161	3852	Column Software PBC	317.28
12/23	12/15/2023	14162	6317	UniFirst Corporation	265.05
12/23	12/15/2023	14163	5160	UTAH DEPARTMENT OF HEALTH	179.86
12/23	12/15/2023	14164	6119	Marlene Marlow	450.00
12/23	12/15/2023	14165	6119	Lucero Johnson	124.42
12/23	12/15/2023	14166	6119	Alejandro Garcia or Jayla Garcia	80.40
12/23	12/15/2023	14167	5441	Weber Basin Water Quality	648.00
12/23	12/30/2023	14169	1056	Bank of Utah / Cardmember Service	5,675.47
12/23	12/30/2023	14170	1440	Central Weber Sewer Improvement District	23,316.20
12/23	12/30/2023	14171	1443	CENTURY EQUIPMENT COMPANY	488.50
12/23	12/30/2023	14172	1855	Farr West City	163,727.20
12/23	12/30/2023	14173	2610	Griffin Fast Lube, LLC.	248.77
12/23	12/30/2023	14174	2080	Harrisville City	151,329.46
12/23	12/30/2023	14175	2225	HOME DEPOT CRC	13.43
12/23	12/30/2023	14176	6114	JUB ENGINEERS, INC.	14,876.20
12/23	12/30/2023	14177	6224	Les Olson IT	10,105.26
12/23	12/30/2023	14178	6268	MARRIOTT-SLATERVILLE CITY	46,553.49
12/23	12/30/2023	14179	3042	METERWORKS, INC.	31,365.39
12/23	12/30/2023	14180	3265	MOUNTAINLAND SUPPLY COMPANY	1,237.86
12/23	12/30/2023	14181	3500	Office Depot	21.37
12/23	12/30/2023	14182	4200	Plain City	160,932.47
12/23	12/30/2023	14183	4041	Public Employees Health Program	18,244.87
12/23	12/30/2023	14184	5080	Rocky Mountain Power	2,786.35
12/23	12/30/2023	14185	4642	Fleet Operations - Fuel Network	7,344.69
12/23	12/30/2023	14186	6317	UniFirst Corporation	296.80
12/23	12/30/2023	14187	6334	U.S. Bank Equipment Finance	175.59
12/23	12/31/2023	14188	1005	Aflac	321.42
12/23	12/31/2023	14189	6254	American Maintenance	334.95
12/23	12/31/2023	14190	1720	DENCO SECURITY	463.39
12/23	12/31/2023	14191	6256	DOMINION ENERGY	1,090.40
12/23	12/31/2023	14192	6284	METRON-FARNIER, LLC.	22,749.17
12/23	12/31/2023	14193	4499	Shred-It / Stericycle, Inc.	89.84
12/23	12/31/2023	14194	4642	Fleet Operations - Fuel Network	1,622.26
12/23	12/31/2023	14195	6119	Josh Bambrough or Carrie Bambrough	35.90
12/23	12/31/2023	14196	6293	Weber County Recorder	150.00
Grand Totals:					675,927.93

**HELPING EACH OTHER**  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

December 4, 2023  
Mr. Blake Carlin, General Manager  
Bona Vista Water Improvement District  
2020 West 1300 North  
Farr West, Utah 84404

RE: Recommendation for Award of Contract  
2700 West Canal Crossing Project  
J-U-B Project No. 55-23-120

Dear Blake,

Attached is the bid tabulation for the bids opened on November 29, 2023 for the above referenced project. The Low Bidder and Bid Amount are as follows:

Low Bidder: Thurgood Excavating, Inc.  
2381 West 1200 North  
Clinton, UT 84015

**Total Bid Amount: \$ 39,920.00**

Based upon the criteria we have established and the information received, Thurgood Excavating, Inc., is the low bidder.

Sincerely,

*Daniel Johnson*

Daniel T. Johnson, P.E.

Project Engineer

### Bid Tabulation

Client: Bona Vista Water Improvement District  
 Project: 2700 W. Canal Crossing Project  
 Project No.: 55-21-092  
 Date: 11/29/2023

Item #	Description	Unit	Estimated Quantity	Engineer's OPC			Thurgood		Leon Poulsen		ACME	
				OPC - Unit Price	OPC Total Price	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 4	Bid Total Price 4	
B1	Furnish and Install 8" C-900 PVC Pipe	LS	35	\$ 159.57	\$ 5,584.78	\$ 106.00	\$ 3,710.00	\$ 220.00	\$ 7,700.00	\$ 135.00	\$ 4,725.00	
B2	Furnish and Install 8" C-900 PVC Pipe - Locking Joint	LS	40	\$ 189.57	\$ 7,582.61	\$ 107.00	\$ 4,280.00	\$ 230.00	\$ 9,200.00	\$ 125.00	\$ 5,000.00	
B3	Furnish and Install 16" PVC Casing	LS	40	\$ 219.57	\$ 8,782.61	\$ 214.00	\$ 8,560.00	\$ 950.00	\$ 38,000.00	\$ 1,450.00	\$ 58,000.00	
B4	Connect to Existing Water Line	LS	2	\$ 2,650.00	\$ 5,300.00	\$ 1,575.00	\$ 3,150.00	\$ 2,400.00	\$ 4,800.00	\$ 950.00	\$ 1,900.00	
B5	Cap & Block Existing Water Line	LS	2	\$ 950.00	\$ 1,900.00	\$ 825.00	\$ 1,650.00	\$ 900.00	\$ 1,800.00	\$ 672.00	\$ 1,344.00	
B6	Furnish and Install 8" 45° Bend	LS	4	\$ 1,600.00	\$ 6,400.00	\$ 1,150.00	\$ 4,600.00	\$ 1,600.00	\$ 6,400.00	\$ 1,175.00	\$ 4,700.00	
B7	Furnish and Install 8"x6" Reducer	LS	2	\$ 550.00	\$ 1,100.00	\$ 860.00	\$ 1,720.00	\$ 1,250.00	\$ 2,500.00	\$ 1,785.00	\$ 3,570.00	
B8	Furnish and Install Temporary 2" Blow off	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 2,785.00	\$ 2,785.00	\$ 4,000.00	\$ 4,000.00	\$ 4,950.00	\$ 4,950.00	
B9	Remove Existing Asphalt (Approx. 3')	LS	10	\$ 10.00	\$ 100.00	\$ 68.50	\$ 685.00	\$ 75.00	\$ 750.00	\$ 34.00	\$ 340.00	
B10	3" Asphalt Patch	LS	10	\$ 150.00	\$ 1,500.00	\$ 337.00	\$ 3,370.00	\$ 225.00	\$ 2,250.00	\$ 115.00	\$ 1,150.00	
B11	12" UTBC	LS	10	\$ 31.00	\$ 310.00	\$ 30.00	\$ 300.00	\$ 60.00	\$ 600.00	\$ 95.00	\$ 950.00	
B12	Imported Backfill Material	LS	160	\$ 29.00	\$ 4,640.00	\$ 27.50	\$ 4,400.00	\$ 30.00	\$ 4,800.00	\$ 56.00	\$ 8,960.00	
B13	Sand Bedding	LS	30	\$ 23.00	\$ 690.00	\$ 21.00	\$ 630.00	\$ 25.00	\$ 750.00	\$ 53.00	\$ 1,590.00	
B14	Saw Cut Asphalt	LS	20	\$ 2.50	\$ 50.00	\$ 4.00	\$ 80.00	\$ 10.00	\$ 200.00	\$ 16.00	\$ 320.00	
<b>Total Bid Price</b>					<b>\$ 45,140.00</b>		<b>\$ 39,920.00</b>		<b>\$ 83,750.00</b>		<b>\$ 97,499.00</b>	

**RESOLUTION NO. 01-2024**

**A RESOLUTION OF THE GOVERNING BOARD OF THE BONA VISTA WATER IMPROVEMENT DISTRICT AUTHORIZING CERTAIN INDIVIDUALS TO TRANSACT BUSINESS WITH THE UTAH PUBLIC TREASURERS' INVESTMENT FUND ON BEHALF OF THE DISTRICT**

**WHEREAS**, the Bona Vista Water Improvement District ("District") is an improvement district duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, the Utah Public Treasurers' Investment Fund ("PTIF") is available to local governmental entities as a short-term cash investment option; and

**WHEREAS**, the District utilizes PTIF to accommodate investment of certain funds; and

**WHEREAS**, the State Treasurer requires public entities with PTIF accounts to designate at least two individuals that are authorized to: 1) add or delete users to access and/or transact with PTIF accounts; 2) add, delete, or make changes to bank accounts tied to PTIF accounts; 3) open or close PTIF accounts; and 4) execute any necessary forms in connection with such changes on behalf of an entity; and

**WHEREAS**, the District previously passed Resolution 03-2020, authorizing individuals holding certain positions to transact with the PTIF, so long as those individuals held said positions, and

**WHEREAS**, these Positions include the Board Chair, the District Manager, and the District Recorder/Clerk; and

**WHEREAS**, the District has a new Board Chair, making it necessary to submit a change form to authorize these individuals to transact business with the PTIF on behalf of the District;

**NOW THEREFORE**, be it resolved by the Board of Trustees of the Bona Vista Water Improvement District, that the following individuals are authorized to transact with the PTIF so long as they hold office:

- Ron Stratford, Board Chair
- Blake Carlin, District Manager
- Marci Doolan, Administrative Manager

The District Recorder shall prepare and complete an approved PTIF change form(s), including gathering any necessary signatures and submitting it to the Utah State Treasurer's Office.

APPROVED this 29th day of January, 2024.

BONA VISTA WATER IMPROVEMENT  
DISTRICT

By \_\_\_\_\_  
Ron Stratford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk





1. Certification of Authorized Individuals

I, Ronald Stratford (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Bona Vista Water Improvement District (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Ron Stratford	Chairman of the Board	dairydud49@gmail.com	
Blake Carlin	General Manager	blake@bonavistawater.com	
Marci Doolan	Administrative Manager	marci@bonavistawater.com	

The authority of the named individuals to act on behalf of Bona Vista Water Improvement Distri (Name of Legal Entity) shall remain in full force and effect until written revocation from Bona Vista Water Improvem€ (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Chairman of the Board (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 29 day of January, 2024, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Ronald Stratford	Chairman of the Board

STATE OF UTAH )  
 )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this 29 day of January, 2024, by Ronald Stratford (Name), as Chairman of the Board (Title) of Bona Vista Water Improvement District (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

(seal)

**REAL ESTATE PURCHASE AGREEMENT BETWEEN BONA VISTA WATER  
IMPROVEMENT DISTRICT AND WESTSIDE INVESTMENTS, LC**

On the date of the last signature below, Bona Vista Water Improvement District, a body politic corporate, and political subdivision of the State of Utah, hereinafter referred to as “Bona Vista,” and Westside Investments, LC, hereinafter referred to as “Westside,” entered into this real estate purchase agreement. Throughout this agreement, each party may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, Westside owns property located at approximately 4368 North Highway 89, Weber County, Utah; and

**WHEREAS**, Bona Vista desires to purchase a portion of that land in order to construct a new water tank; and

**WHEREAS**, the Parties have been working together to have the land subdivided so that Bona Vista may purchase the newly created parcel, which is described and illustrated in Exhibit A (“Property”);

**NOW THEREFORE**, for good and valuable consideration, the Parties agree as follows:

**PURCHASE PRICE AND TERMS**

1. Bona Vista agrees purchase the Property from Westside for \$150,000.00.
2. Westside represents that it has fee title to the Property and that it will convey marketable title to Bona Vista by way of general warranty deed, including the payment of any applicable property taxes that are due, or that will become due, up until the date of recording of the warranty deed.
3. Westside shall retain all existing accesses, easements, water rights, water shares, and mining rights it holds that are currently located on or appurtenant to the Property. A copy of the warranty deed, along with the included reservations, is attached as Exhibit B.
4. Westside will work with Bona Vista in good faith to complete the subdivision of the Property and record the necessary documents to complete this transaction and convey title to Bona Vista expeditiously;
5. Westside shall deliver physical possession of the Property on the date of recording of the warranty deed.
6. Westside agrees that from the date of this agreement until the date of recording that none of the following shall occur without prior written consent of Bona Vista: (a) no new lease, rental or property management agreements shall be entered into; (b) no substantial

alterations or improvements to the Property shall be made or undertaken; (c) no financial encumbrances to the Property shall be made, and (d) no changes in the legal title to the Property shall be made.

7. Westside shall grant an access and drainage easement and a slope easement. The easements are as described and illustrated in Exhibit C.
8. Westside shall retain the right to receive all excavation material associated with the construction of the new tank at no additional charge.

#### **MISCELLANEOUS**

9. Entire Agreement. This agreement, together with all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
10. Amendments. No amendment to or modification of this agreement is effective unless it is in writing and signed by an authorized representative of each Party.
11. Waiver. A waiver by any Party of any of the terms and conditions of this agreement in any instance shall not be deemed or construed to be a waiver of such term or condition of the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder.
12. Interpretation of Agreement: The Parties acknowledge and agree that no rule of construction shall apply to this agreement that construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any Party by reason of that Party's role in drafting this agreement.
13. Severability. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. Governing Law; Submission to Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Utah.

- 15. Dispute Resolution. If the Parties cannot reach an agreement as to the meaning of a term or provision of this agreement, the Parties shall mediate the dispute before bringing a claim before the court.
- 16. Counterparts. This agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 17. Electronic Signatures. This agreement may be signed electronically, and electronic transmission of the agreement shall be the same as delivery of an original.
- 18. Authority. The individuals signing this agreement hereby represent and warrant that they have authority to do so and that they intend to bind the Parties to the terms contained herein.

Dated this day of \_\_\_\_\_ February, 2024.

BONA VISTA WATER IMPROVEMENT DISTRICT

By \_\_\_\_\_  
Ron Stratford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk

Dated this day of \_\_\_\_\_ February, 2024.

WESTSIDE INVESTMENTS, LC

By \_\_\_\_\_

ATTEST:

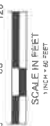
\_\_\_\_\_

EXHIBIT A

# HOT SPRINGS RESERVOIR NUMBER 2 SUBDIVISION

## BONA VISTA WATER IMPROVEMENT DISTRICT

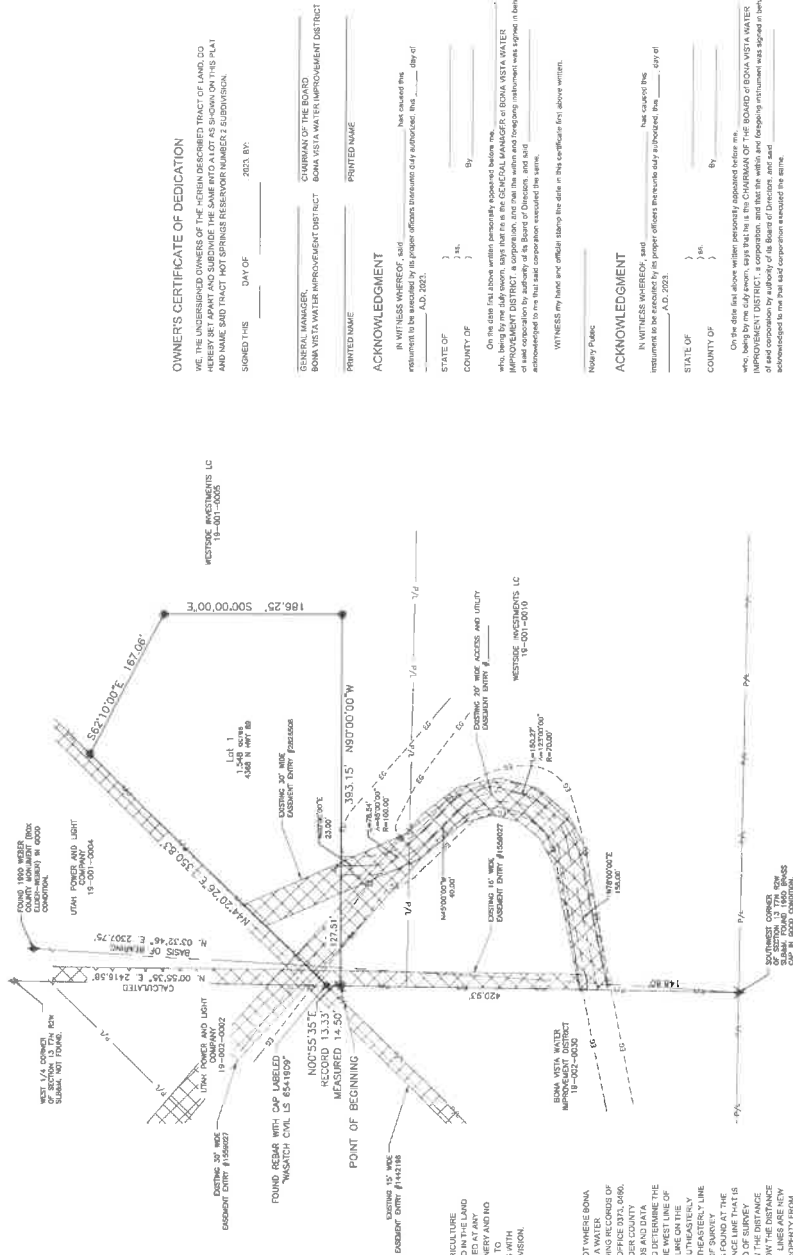
A PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN WEBER COUNTY, UTAH  
APRIL 2023



VICINITY MAP:



NOT TO SCALE



**BOUNDARY DESCRIPTION:**  
A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13 SAID POINT BEING NORTH 93°52' E 420.83 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 13, THENCE S 89°50' E 100.00 FEET TO THE GRANITE NORTHERN BOUNDARY LINE, THENCE N 63°20' E 100.00 FEET ALONG SAID GRANITE NORTHERN BOUNDARY LINE, THENCE S 67°10' E, 67.96 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13, THENCE S 89°50' E 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 87.306 SQUARE FEET OR 1.96 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**  
I HAVE DULY REVIEWED THE SURVEY CERTIFICATE THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I DO LICENSE NO. 3311568 IN ACCORDANCE WITH TITLE 5, CHAPTER 32 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I HAVE REVIEWED THE SURVEY CERTIFICATE AND THE SURVEY PLAT AND I AM SATISFIED THAT THE SURVEY WAS MADE UNDER MY DIRECTORSHIP OF THE TRACT OF LAND SHOWN HEREON IN ACCORDANCE WITH SECTION 17-23-17, WHERE MONUMENTS WERE PLACED. AS SUCH, I AM SURE THAT THE SURVEY IS CORRECT AND ACCORDS TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND MY PROFESSIONAL OPINION.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**LEGEND:**



**OWNERS CERTIFICATE OF DEDICATION**

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBSIDE THE SAME INTO A LOT AS SHOWN ON THIS PLAT AND HAVE SAID TRACT NOT SPONSOR RESERVOIR NUMBER 2 SUBDIVISION.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY:

\_\_\_\_\_  
CHAIRMAN OF THE BOARD  
BONA VISTA WATER IMPROVEMENT DISTRICT

\_\_\_\_\_  
PRINTED NAME

**ACKNOWLEDGMENT**

IN WITNESS WHEREOF, said \_\_\_\_\_ has caused the return of this plat to the proper address to wit: \_\_\_\_\_, city of \_\_\_\_\_, U.T.A., 2023.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
By \_\_\_\_\_  
On this day I have verified personally signed below me, \_\_\_\_\_, being by me duly sworn, duly qualified as the OFFICIAL MANAGER OF BONA VISTA WATER IMPROVEMENT DISTRICT, a corporation, and that the within and foregoing statement was signed in behalf of said corporation and that said corporation received the same.

WITNESSES my hand and official stamp the date in this certificate first above written.

**ACKNOWLEDGMENT**

IN WITNESS WHEREOF, said \_\_\_\_\_ has caused the return of this plat to the proper address to wit: \_\_\_\_\_, city of \_\_\_\_\_, U.T.A., 2023.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
By \_\_\_\_\_  
On this day I have verified personally signed below me, \_\_\_\_\_, being by me duly sworn, duly qualified as the CHAIRMAN OF THE BOARD OF BONA VISTA WATER IMPROVEMENT DISTRICT, a corporation, and that the within and foregoing statement was signed in behalf of said corporation by authority of its Board of Directors, and said acknowledgment is the true and correct statement of the same.

WITNESSES my hand and official stamp the date in this certificate first above written.

**WEBER COUNTY ENGINEER:**

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND REQUIREMENTS AND THAT THE SURVEYOR DOES NOT BELIEVE THE LICENSED LAND SURVEYOR WOULD CARRY OUT THIS PROJECT WITHOUT THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
WEBER COUNTY ENGINEER

**WEBER COUNTY SURVEYOR:**

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY RECORDS. I AM SURE THAT THE SURVEYOR DOES NOT BELIEVE THE LICENSED LAND SURVEYOR WOULD CARRY OUT THIS PROJECT WITHOUT THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
WEBER COUNTY SURVEYOR

**WEBER COUNTY ATTORNEY:**

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND IN MY OPINION, THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
WEBER COUNTY ATTORNEY

**WEBER COUNTY PLANNING COMMISSION APPROVAL:**

WEBER TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

**WEBER COUNTY RECORDER:**

DEVELOPER: \_\_\_\_\_  
APPROVING DISTRICT: \_\_\_\_\_  
RECORD NO.: \_\_\_\_\_  
PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES  
FILE NO.: \_\_\_\_\_  
BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES  
RECORDED FOR: \_\_\_\_\_

**WEBER COUNTY COMMISSION ACCEPTANCE:**

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREIN ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
CHAIRMAN, WEBER COUNTY COMMISSION

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
TITLE



EXHIBIT B

WHEN RECORDED, MAIL TAX NOTICE TO:  
Bona Vista Water Improvement District  
2020 W 1300 N  
Farr West, UT 84404

---

County Tax Parcel No. \_\_\_\_\_

**WARRANTY DEED**

Westside Investments, LC, Grantor, hereby conveys and warrants to Bona Vista Water Improvement District, Grantee, a political subdivision of the State of Utah, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Weber County, Utah:

A parcel located in the southwest quarter of Section 13, Township 7 North, Range 2 West, Salt Lake Base and Meridian being described as follows:

Beginning at a point on the west line of said Section 13 said point being N.00°55'35"E. 420.93 feet along the section line from the Southwest Corner of said Section 13; thence N.00°55'35"E. 13.33 feet along the section line to the Grantors northerly boundary line; thence N.44°20'26"E. 350.83 feet along said Grantors northerly boundary line; thence S.62°10'00"E. 167.06 feet; thence S.00°00'00"E. 186.25 feet; thence N.90°00'00"W. 393.15 feet to the point of beginning.

The above described parcel contains 67,308 square feet or 1.545 acres, more or less.

Westside Investments LC, hereby retains all existing accesses, easements, water rights, water shares, and mining rights located on or appurtenant to this parcel.

*[signatures on following pages]*



GRANTOR: WESTSIDE INVESTMENTS  
LC

By \_\_\_\_\_

State of Utah            )  
                                  ) ss:  
County of Weber        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024 appeared before me \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity as a duly appointed representative and agent of Westside  
Investments LC.

\_\_\_\_\_  
Notary Public

GRANTEE: BONA VISTA WATER  
IMPROVEMENT DISTRICT

By \_\_\_\_\_  
Ron Statford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk

EXHIBIT C

When recorded, return to:  
Bona Vista Water Improvement District  
c/o Blake Carlin  
2020 West 1300 North  
Farr West, Utah 84404

### **GRANT OF SLOPE EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Westside Investments LC (“Grantor”), hereby conveys and grants to Bona Vista Water Improvement District (“Grantee”), an improvement district and a political subdivision of the State of Utah, and its successors and assigns, the following easement:

A perpetual slope easement over, across, and though the easement area for the purpose of stabilizing and maintaining lateral support associated with Grantee’s Hot Springs Tank, which includes, if necessary, conducting erosion prevention. The boundary of the easement area is defined in Exhibit A.

This Easement is granted subject to the following rights, covenants, and restrictions:

1. In perpetuity, Grantee shall have the right to utilize the area within the described easement boundary as shall be reasonably necessary in connection with Grantee’s rights under this easement. This includes pedestrian and vehicle access over burdened parcel to and from the easement area. Grantee may exercise its rights through employees or contractors.
2. This easement grants and conveys to Grantee the right of ingress and egress over and across burdened parcel to access the easement.
3. Grantee may construct improvements in the easement area that are reasonably related to the purpose of the easement so long as any improvements do not interfere with Grantor’s use and enjoyment of the burdened parcel.
4. Grantee’s construction and operational activities related to its use of the Easement shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.
5. Slope maintenance shall be completed at Grantee’s sole cost and expense, except that if Grantor’s actions within the easement area cause the need for the slope maintenance, Grantor will reimburse Grantee for the reasonable and necessary costs and expenses of the slope maintenance.

6. Unless immediate repair work is needed, Grantee shall give Grantor at least three days' written notice before entering the Grantor's parcel to perform work associated with the slope easement. The notice will provide a reasonable description of the anticipated slope maintenance.
7. Slope maintenance will be performed diligently to completion and in a manner so as to minimize any interference to or disturbance of the easement area. Slope maintenance will be performed in a good and workmanlike manner free of liens and defects, by qualified contractors, and all necessary licenses, permits, and governmental authorizations will have been obtained. Grantee will, at its sole cost and expense, comply with all codes, laws, ordinances, and regulations regarding use of the easement.
8. If Grantee disturbs the surface of Grantor's parcel while performing work under this easement, then Grantee shall, at its own expense, restore the surface as near as practicable to its pre-disturbance condition, or other natural landscaped condition, within a reasonable time and subject to suitable weather and soil conditions.
9. Grantor agrees that Grantee shall have the unilateral right, without notice or compensation to Grantor, to remove any structure, or other obstruction, and to cut and keep clear all trees and other vegetation in the easement area that may, in Grantee's sole opinion, conflict with Grantee's rights hereunder.
10. Grantor reserves the right to use and enjoy the parcel in any way that does not unreasonably obstruct or interfere with this easement and Grantee's rights hereunder. Grantor retains the right to cross the easement provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein. Grantor covenants and agrees that no surface or subsurface activities will be permitted within the easement area which is inconsistent with the easement that will disturb the grade and jeopardize the stability of the slope.
11. Grantor acknowledges that Grantee maintains liability coverage as required by the State of Utah. Grantee is not required to purchase and maintain additional insurance unless required by law.
12. Grantor represents and warrants to Grantee that: it has the full right, power, title, and interest to make this easement to Grantee, such grant may be fully and thoroughly utilized by Grantee pursuant to the terms herein, and that Grantee's rights shall not be defeased, impaired, and or adversely affected by superior title.
13. Grantee shall indemnify and hold Grantor harmless for any damage caused by Grantee's exercise of its rights under this Easement, and Grantor shall indemnify and hold Grantee harmless for any damage or liability arising from Grantor's interference with the Utility Facilities or Grantee's rights herein. If Grantee's exercise of its rights under this Easement

causes any damage to Grantor's property, Grantee shall immediately notify Grantor, and the parties shall determine who is responsible to repair the damage and how it will be paid for, based on the terms of this easement.

14. The easement and related rights granted hereunder create an equitable servitude on the Grantor's parcel and constitute a covenant running with the land, which shall be binding upon Grantor and Grantee and their respective legal representatives, successors-in-interest, and assigns.
15. This easement, and all rights, covenants, and restrictions set forth herein, may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, or their respective successors-in-interest, and any such termination, extension, modification, or amendment shall be effective only upon recordation, in the official records of Weber County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee or their respective successors-in-interest.
16. This easement shall be governed by the laws of the State of Utah.
17. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.
18. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

*[Signature pages and exhibits follow]*

GRANTOR: WESTSIDE INVESTMENTS LC

By \_\_\_\_\_

State of Utah            )  
                                  ) ss:  
County of Weber        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024 appeared before me \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as a duly appointed representative and agent of Westside Investments LC.

\_\_\_\_\_  
Notary Public

GRANTEE: BONA VISTA WATER  
IMPROVEMENT DISTRICT

By \_\_\_\_\_  
Ron Statford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk



## EXHIBIT A

- Legal Description of Slope Easement

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13 SAID POINT BEING N.00°55'35"E. 672.80 FEET ALONG THE SECTION LINE AND N.90°00'00"E. 264.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N.65°00'00"E. 37.00 FEET; THENCE N.84°00'00"E. 51.00 FEET; THENCE S.39°00'00"E. 20.00 FEET; THENCE S.56°00'00"E. 41.00 FEET; THENCE S.47°00'00"E. 47.00 FEET; THENCE S.30°00'00"E. 28.00 FEET; THENCE S.22°00'00"E. 28.00 FEET; THENCE S.76°00'00"E. 39.00 FEET; THENCE S.14°00'00"E. 17.00 FEET; THENCE S.05°00'00"W. 39.00 FEET; THENCE S.57°00'00"W. 83.00 FEET; THENCE S.87°00'00"W. 34.45 FEET; THENCE N.00°00'00"W. 145.96 FEET; THENCE N.62°10'00"W. 140.48 FEET; THENCE

THE ABOVE DESCRIBED EASEMENT CONTAINS 18,631 SQUARE FEET OR 0.428 ACRES, MORE OR LESS.

When recorded, return to:  
Bona Vista Water Improvement District  
c/o Blake Carlin  
2020 West 1300 North  
Farr West, Utah 84404

### **GRANT OF ACCESS EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Westside Investments LC (“Grantor”), hereby conveys and grants to Bona Vista Water Improvement District (“Grantee”), an improvement district and a political subdivision of the State of Utah, and its successors and assigns, the following easement:

A perpetual access over, across, and through the easement area associated with Grantee’s Hot Springs Tank. The boundary of the easement area is defined in Exhibit A.

This Easement is granted subject to the following rights, covenants, and restrictions:

1. In perpetuity, Grantee shall have the right to utilize the area within the described easement boundary as shall be reasonably necessary in connection with Grantee’s rights under this easement. This includes pedestrian and vehicle access over burdened parcel to and from the easement area. Grantee may exercise its rights through employees or contractors.
2. This easement grants and conveys to Grantee the right of ingress and egress over and across burdened parcel to access the easement.
3. Grantee may construct improvements in the easement area that are reasonably related to the purpose of the easement so long as any improvements do not interfere with Grantor’s use and enjoyment of the burdened parcel.
4. Grantee’s construction and operational activities related to its use of the Easement shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.
5. Maintenance for the access easement shall be completed at Grantee’s sole cost and expense, except that if Grantor’s actions within the easement area cause the need for the maintenance, Grantor will reimburse Grantee for the reasonable and necessary costs and expenses of the access.

6. Unless immediate repair work is needed, Grantee shall give Grantor at least three days' written notice before entering the Grantor's parcel to perform work associated with easement. The notice will provide a reasonable description of the anticipated maintenance.
7. Maintenance for access will be performed diligently to completion and in a manner so as to minimize any interference to or disturbance of the easement area. Maintenance will be performed in a good and workmanlike manner free of liens and defects, by qualified contractors, and all necessary licenses, permits, and governmental authorizations will have been obtained. Grantee will, at its sole cost and expense, comply with all codes, laws, ordinances, and regulations regarding use of the easement.
8. If Grantee disturbs the surface of Grantor's parcel while performing work under this easement, then Grantee shall, at its own expense, restore the surface as near as practicable to its pre-disturbance condition, or other natural landscaped condition, within a reasonable time and subject to suitable weather and soil conditions.
9. Grantor agrees that Grantee shall have the unilateral right, without notice or compensation to Grantor, to remove any structure, or other obstruction, and to cut and keep clear all trees and other vegetation in the easement area that may, in Grantee's sole opinion, conflict with Grantee's rights hereunder.
10. Grantor reserves the right to use and enjoy the parcel in any way that does not unreasonably obstruct or interfere with this easement and Grantee's rights hereunder. Grantor retains the right to cross the easement provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein. Grantor covenants and agrees that no surface or subsurface activities will be permitted within the easement area which is inconsistent with the easement and that will disturb Grantee's use and enjoyment of the easement.
11. Grantor acknowledges that Grantee maintains liability coverage as required by the State of Utah. Grantee is not required to purchase and maintain additional insurance unless required by law.
12. Grantor represents and warrants to Grantee that: it has the full right, power, title, and interest to make this easement to Grantee, such grant may be fully and thoroughly utilized by Grantee pursuant to the terms herein, and that Grantee's rights shall not be defeased, impaired, and or adversely affected by superior title.
13. Grantee shall indemnify and hold Grantor harmless for any damage caused by Grantee's exercise of its rights under this Easement, and Grantor shall indemnify and hold Grantee harmless for any damage or liability arising from Grantor's interference with the Utility Facilities or Grantee's rights herein. If Grantee's exercise of its rights under this Easement causes any damage to Grantor's property, Grantee shall immediately notify Grantor, and the

parties shall determine who is responsible to repair the damage and how it will be paid for, based on the terms of this easement.

14. The easement and related rights granted hereunder create an equitable servitude on the Grantor's parcel and constitute a covenant running with the land, which shall be binding upon Grantor and Grantee and their respective legal representatives, successors-in-interest, and assigns.
15. This easement, and all rights, covenants, and restrictions set forth herein, may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, or their respective successors-in-interest, and any such termination, extension, modification, or amendment shall be effective only upon recordation, in the official records of Weber County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee or their respective successors-in-interest.
16. This easement shall be governed by the laws of the State of Utah.
17. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.
18. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

*[Signature pages and exhibits follow]*

GRANTOR: Westside Investments LC

By \_\_\_\_\_

State of Utah            )  
                                  ) ss:  
County of Weber        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024 appeared before me \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the  
same in his/her capacity as a duly appointed representative and agent of Westside Investments LC.

\_\_\_\_\_  
Notary Public

GRANTEE: BONA VISTA WATER  
IMPROVEMENT DISTRICT

By \_\_\_\_\_  
Ron Stratford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk

## EXHIBIT A

- Legal Description of Access Easement

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN BEING 10.00 FEET EACH SIDE OF THE FOLLOWING CENTERLINE DESCRIPTION AND EXTENDING TO THE GRANTORS PROPERTY LINES:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13 SAID POINT BEING N.00°55'35"E. 148.08 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE N.78°00'00"E. 158.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 150.27 FEET ALONG THE ARC OF A 70.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 123°00'00", THE CHORD OF WHICH BEARS N.16°30'00"E. 123.03 FEET; THENCE N.45°00'00"W. 40.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 78.54 FEET ALONG THE ARC OF A 100.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°00'00", THE CHORD OF WHICH BEARS N.22°30'00"W. 76.54 FEET; THENCE N.00°00'00"E. 23.00 FEET TO THE SOUTH LINE OF LOT 1, HOT SPRINGS RESERVOIR NUMBER 2 SUBDIVISION.

THE ABOVE DESCRIBED EASEMENT CONTAINS 8,996 SQUARE FEET OR 0.206 ACRES, MORE OR LESS.



29252

1270 C20





**WATER WHEELING AGREEMENT BETWEEN BONA VISTA WATER  
IMPROVEMENT DISTRICT AND WESTERN BASIN WATER COMPANY**

This Wheeling Agreement (“Agreement”) is made and entered into by and between Bona Vista Water Improvement District, a body politic, corporate and political subdivision of the State of Utah, hereinafter referred to as “Bona Vista,” with its principal place of business located at 2020 W 1300 N, Farr West, Utah 84404, and Western Basin Water Company, a nonprofit company, with its principal place of business located at 5238 W 2150 N Plain City, UT 84404, hereinafter referred to as “Western Basin.”

**WHEREAS**, Western Basin has contracted water with Weber Basin Water Conservancy District; and

**WHEREAS**, Western Basin desires to wheel water at a future point in time utilizing Bona Vista’s excess water system capacity until another water source is made available; and

**WHEREAS**, Bona Vista is willing to wheel Western Basin water so long as excess system capacity is available; and

**WHEREAS**, Western Basin is willing to pay a fee to wheel water; and

**WHEREAS**, the purpose of this Agreement is to establish terms and conditions which the parties will use to perform their respective obligations;

**NOW THEREFORE**, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION ONE**  
**PURPOSE OF THE AGREEMENT**

Bona Vista and Western Basin desire to jointly contract to allow Western Basin to wheel their water through Bona Vista’s water system at a future point in time. The water will travel from a point of delivery to a point receipt as approximately depicted on the map attached as Exhibit A.

Upon written notice, Western Basin shall formally request to wheel water, at which point the parties agree to work together in good faith to amend this agreement to include an updated feasibility assessment, engineering and metering requirements, a wheeling fee, and an updated map.

Western Basin shall be responsible for the construction costs and ongoing maintenance of any required infrastructure to convey water to the point of delivery and to convey water from the point of receipt. Western Basin shall also be responsible for all costs associated with connecting to Bona Vista. Prior to connection, Western Basin shall furnish construction drawings and specifications and agrees to abide by all applicable standards and regulations of Bona Vista and any other regulatory entity having jurisdiction. Western Basin shall receive written approval before connecting and allow Bona Vista to inspect and accept the connection prior to its use.

Bona Vista shall maintain its infrastructure in good working order and in compliance with all applicable laws and regulations.

Western Basin acknowledges the Agreement provides a license to wheel water only and shall not be allowed to access the wheeling infrastructure or other facilities or properties owned by Bona Vista.

If wheeling capacity is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Bona Vista shall forthwith advise Western Basin of such capacity restriction and the anticipated duration thereof. Western Basin understands and acknowledges that it is not a customer annexed into Bona Vista's boundaries and, as such, Bona Vista has a priority in serving its existing customers when capacity is restricted.

Western Basin shall supply water at the point of receipt that meets the quality standards and testing requirements set forth by Utah's Division of Drinking Water, Weber Basin Water Conservancy, Bona Vista, and any other regulatory entity having jurisdiction. If Western Basin does not meet the required standards, Bona Vista may refuse to accept the water into its infrastructure. Western Basin shall be solely responsible for all penalties, fine, and other costs with failure to meet the applicable requirements and for any associated discharge.

Bona Vista will not treat Western Basin water and shall be under no obligation to construct or furnish water treatment facilities to improve the quality of the water.

## **SECTION TWO** **TERM**

This Agreement shall be effective up until the time that culinary water service becomes available through Pleasant View City and Western Basin connects to that municipal water system. Upon culinary water becoming available the point of delivery, Western Basin agrees to connect to the municipal water system and disconnect from Bona Vista.

Upon termination of this Agreement, Western Basin shall promptly disconnect, at its sole cost and expense, all facilities connected to the Wheeling Infrastructure. If Western Basin fails to disconnect such facilities within 30 days after receiving written notice from Bona Vista to do so, Bona Vista may disconnect the facilities and invoice Western Basin all its costs and expenses.

## **SECTION THREE** **COMPENSATION**

Upon receiving written notice that Western Basin is ready to wheel water using, this Agreement will be amended to include a wheeling fee. This fee is to account for the additional expense and impact wheeling water will have on Bona Vista's infrastructure, including any associated storage, upsizing, and future replacement costs.

The wheeling fee shall be analyzed and reevaluated periodically using the same method to calculate the initial wheeling fee and any increased costs to Bona Vista. All fees shall be based on standard engineering practices commonly used in calculating similar fees.

#### SECTION FOUR

- A. Applicable Law. This Lease shall be interpreted in accordance with Utah Law.
- B. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties and shall supersede all oral understandings and agreements. Alterations or amendments to such agreement are permissible but must be in writing, executed by both Bona Vista and Western Basin.
- C. Headings and Paragraph Numbers. Headings and paragraph numbers are for convenience only, and are not to be considered limitations or modifications of provisions set forth in the body of this Lease.
- D. Notices. Any notices or request to be made under this Lease shall be by United States Mail, registered or certified with return receipt requested, postage prepaid, or by express mail as follows:

BONA VISTA:           Bona Vista Water Improvement District  
                                  Attention: Blake Carlin  
                                  2020 W 1300 N, Farr West, Utah 84404

WESTERN BASIN:

Until such time as either Bona Vista or Western Basin shall specify in writing a different address. Personal service of written notice shall also be deemed proper notice. Notice shall be effective when received. Notwithstanding, if said Notice is undeliverable at the address specified therefor, then notice shall be deemed effective on the day delivery is attempted.

- E. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, and the remainder of the Agreement will remain in full force and effect, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
- F. Time of Essence. Time is of the essence of this Lease and every term, covenant, and condition herein contained.
- G. Waiver. No waiver of the right to forfeiture of this Lease or re-entry upon breach of any of the conditions thereof shall be deemed a waiver of such right upon any subsequent breach of such or any other condition.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

BONA VISTA WATER IMPROVEMENT DISTRICT

By \_\_\_\_\_  
Ron Stratford, Chair

ATTEST:

\_\_\_\_\_  
District Clerk

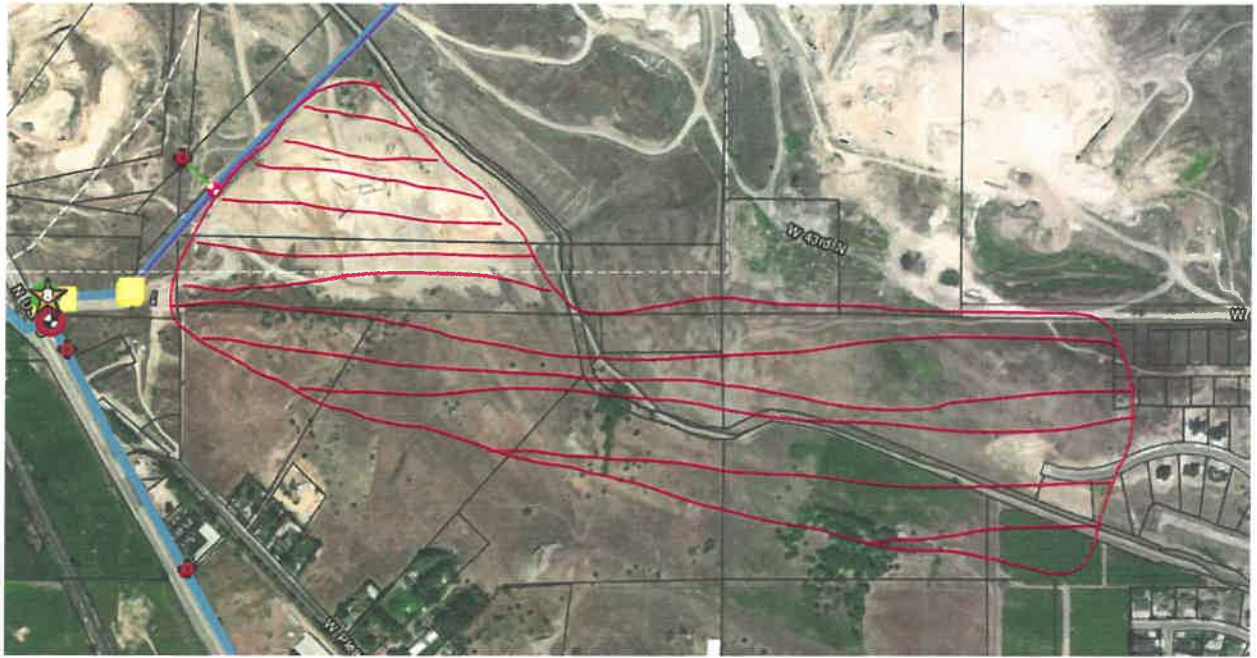
WESTERN BASIN WATER COMPANY

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

EXHIBIT A





# WATER USE REPORT

Summary of December 2023					
	2019	2020	2021	2022	2023
Weber Basin	209	170	171	217	237
Ogden City	99	164	151	99	88
Farr West Well	0	0	0	0	0
North Ogden	18	10	10	7	9
<b>Total AF:</b>	<b>326</b>	<b>344</b>	<b>332</b>	<b>323</b>	<b>334</b>

Weber Basin Water Conservancy District										
Contracted Water: 3787 A.F. 3180 A.F. 3786 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	204	66,391,000	219	71,330,000	204	66,615,000	171	55,598,000	237	77,070,000
February	170	55,314,000	200	65,160,000	217	70,706,000	186	60,506,000	189	61,739,000
March	197	64,290,000	241	78,678,000	258	83,996,000	218	71,001,000	202	65,660,000
April	220	71,834,000	236	76,754,000	246	80,076,000	207	67,343,000	213	69,432,000
May	229	74,748,000	275	89,764,000	235	76,463,000	232	75,590,000	269	87,562,000
June	261	85,172,000	372	121,313,000	370	120,721,000	231	75,199,000	390	127,099,000
July	520	169,403,000	527	171,607,000	418	136,170,000	336	109,565,000	410	133,664,000
August	521	169,822,000	610	198,766,000	490	159,638,000	375	122,140,000	498	162,435,000
September	357	116,248,000	440	143,429,000	420	136,768,000	337	109,948,000	395	128,808,000
October	229	74,741,000	291	94,803,000	256	83,303,000	294	95,838,000	297	96,710,000
November	164	53,290,000	181	59,082,000	207	67,463,000	222	72,551,000	200	65,330,000
December	209	68,051,000	170	55,255,000	171	55,786,000	217	70,913,000	237	77,110,000
<b>TOTAL</b>	<b>3280</b>	<b>1,069,304,000</b>	<b>3762</b>	<b>1,225,941,000</b>	<b>3492</b>	<b>1,137,705,000</b>	<b>3025</b>	<b>986,192,000</b>	<b>3537</b>	<b>1,152,619,000</b>
<b>% of Contracted Water Used:</b>	<b>87%</b>		<b>99%</b>		<b>92%</b>		<b>95%</b>		<b>93%</b>	

Ogden City										
Contracted Water: 1451 A.F. 1451 A.F. 1451 A.F.										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	86	27,964,000	83	27,118,410	92	29,860,630	131	42,729,390	126	41,259,000
February	85	27,768,000	72	23,358,190	88	28,625,250	158	51,526,800	140	45,559,000
March	83	27,202,000	91	29,646,110	100	32,581,120	118	38,339,000	135	43,909,000
April	85	27,587,200	125	40,789,300	143	46,608,000	109	35,388,330	158	51,428,000
May	109	35,675,028	201	65,491,860	135	44,071,820	61	19,929,670	183	59,614,000
June	165	53,678,852	117	38,214,000	129	42,087,950	103	33,435,000	114	37,300,000
July	80	25,909,020	65	21,222,460	103	33,464,890	70	22,854,000	134	23,623,000
August	43	14,053,270	68	21,995,540	48	15,666,455	60	19,546,000	46	15,049,000
September	56	18,145,130	82	26,583,480	38	12,504,885	82	26,677,000	53	17,312,000
October	104	33,856,750	134	43,734,520	82	26,732,000	90	29,384,000	88	28,829,000
November	106	34,475,200	158	51,555,000	111	36,021,000	79	25,615,000	154	50,128,000
December	99	32,137,680	164	53,360,000	151	49,288,810	99	32,273,000	88	28,638,000
<b>TOTAL</b>	<b>1100</b>	<b>358,452,130</b>	<b>1360</b>	<b>443,068,870</b>	<b>1220</b>	<b>397,512,810</b>	<b>1159</b>	<b>377,697,190</b>	<b>1419</b>	<b>442,648,000</b>
<b>% of Contracted Water Used:</b>	<b>76%</b>		<b>94%</b>		<b>84%</b>		<b>80%</b>		<b>98%</b>	

<b>Farr West Well</b>										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	27,000	21	6,861,000	0	0
May	0	8,000	15	4,900,000	100	32,670,000	132	43,039,000	0	0
June	0	0	86	28,056,000	107	34,961,000	113	36,725,700	0	0
July	0	26,000	0	0	43	14,149,000	109	35,641,000	0	0
August	0	0	0	0	0	0	105	34,114,600	0	0
September	13	4,254,000	0	0	0	0	41	13,409,200	0	0
October	0	0	0	0	0	0	0	0	0	0
November	0	5,000	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>13</b>	<b>4,293,000</b>	<b>101</b>	<b>32,956,000</b>	<b>251</b>	<b>81,807,000</b>	<b>521</b>	<b>169,790,500</b>	<b>0</b>	<b>0</b>
<b>% of Contracted Water Used:</b>	<b>1%</b>		<b>8%</b>		<b>19%</b>		<b>40%</b>		<b>0%</b>	

<b>North Ogden Spring</b>										
MONTH	2019		2020		2021		2022		2023	
	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS	A.F.	GALLONS
January	17	5,481,000	21	6,935,000	10	3,172,000	8	2,768,000	0	0
February	0	0	18	5,968,000	12	3,814,000	0	0	0	0
March	0	0	0	0	12	3,795,000	17	5,682,000	13	4,180,000
April	0	0	0	0	0	0	0	0	0	0
May	0	0	2	565,000	13	4,328,000	15	4,864,000	5	1,584,000
June	3	1,018,000	19	6,243,000	12	3,865,000	9	2,982,000	39	12,634,000
July	27	8,936,000	16	5,119,000	5	1,608,000	11	3,600,000	22	7,263,000
August	22	7,316,000	13	4,378,000	9	3,092,000	9	3,070,000	21	6,742,000
September	16	5,291,000	12	3,853,000	6	2,068,000	8	2,553,000	19	6,182,000
October	16	5,143,000	12	3,812,000	9	2,952,000	7	2,328,000	15	4,986,000
November	14	4,593,000	10	3,330,000	9	2,960,000	9	3,040,000	18	5,946,000
December	18	5,784,000	10	3,168,000	10	3,226,000	7	2,214,000	9	2,776,000
<b>TOTAL</b>	<b>133</b>	<b>43,562,000</b>	<b>133</b>	<b>43,371,000</b>	<b>107</b>	<b>34,880,000</b>	<b>101</b>	<b>33,101,000</b>	<b>160</b>	<b>52,293,000</b>
<b>% of Contracted Water Used:</b>	<b>56%</b>		<b>55%</b>		<b>44%</b>		<b>42%</b>		<b>67%</b>	

<b>Year-to-Date Summary in Acre Feet</b>	
Available:	6770
Used:	5116
<b>Remaining:</b>	<b>24%</b>