

Recorded JAN 31 1962 at 11:58 p. m.
Request of Arthur H. Stewart
Fee Paid W. M. Jack
Recorder, Salt Lake County, Utah

1025398 BOOK 1886 PAGE 355
AGREEMENT

Deputy
1025398
11017

THIS AGREEMENT made and entered into this 10th day of November, 1960, at Salt Lake City, Utah, by and between the BIG COTTONWOOD TANNER DITCH COMPANY, a Mutual Water Corporation organized under the laws of Utah, First Party, hereinafter referred to as the "COMPANY", and ^{C,} _A ELLSWORTH HANSEN of Salt Lake County, Utah, as party of the Second Part, hereinafter referred to as "SECOND PARTY".

WHEREAS, the second party is owner of five unencumbered shares of stock in the Main Branch of THE BIG COTTONWOOD TANNER DITCH COMPANY and of real estate as follows:

Commencing at a point 32.2 feet North and North 89° 40' East 74 feet along the North side of 6200 South Street from the Southeast corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 39.91 feet; thence North 19° 50' West 74.99 feet; thence North 88° 30' West 148 feet to the Easterly side of Highland Drive; thence along the Easterly side of Highland Drive North 19° 50' West 18 feet to a point of tangency with an 1106.28 foot radius curve to the right; thence Northerly along the arc of said curve, the Easterly side of Highland Drive 310.02 feet more or less to the Southwest corner of the property leased by C. Ellsworth Hansen and Florence Hansen, his wife, to W. W. Mertlich by lease agreement, dated September 30, 1953, recorded in the office of the County Recorder of Salt Lake County on September 30, 1953, in Book 1037, at Page 572 as Entry No. 1345877; thence South 88° 30' East 562.87 feet; thence South 5° 00' West 418.49 feet, more or less to the North side of 6200 South Street; thence along the North side of 6200 South Street, South 89° 40' West 274 feet, more or less to the point of beginning.

AND WHEREAS, the second party has rented said five shares of stock and the above described real estate to G. G. Horman on a long term lease for the operation of commercial businesses

AND WHEREAS, said second party intends to furnish said businesses with water from a common connection to the Company pipeline to the above described property, and install a meter of a specified size for each business, sizes hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Company agrees to give to the Second Party a 2" connection into the Company's main for the diversion of such culinary water as the Second Party may be entitled to by virtue of his 5 shares of stock in the Company; Said

2" connection is to be reduced to a 1½" line connected to a 1½" meter inside the meter box. If in the future the Second Party assigns additional stock to this project or if his leasee purchases enough additional shares of water, then the 1½" restriction in the 1½" meter in the meter box may be replaced by 2" pipe and meter.

~~That~~ The Second Party agrees to pay for the cost of installing a meter on the pipe line of the Second Party as near to the point of diversion from the Company's main as feasible, and to covenant with the Company on behalf of themselves and all subsequent owners of said water rights, and of the land above described, now owned by the Second Party, to pay the Company for all excess water withdrawn through said Second Party's pipe line from the main of the Company in excess of that to which the said stock in the Company of said Second Party is entitled; said water to be paid for at the current rate charged by the Company to its stockholders for said excess water.

The Second Party further covenants and agrees with the Company on behalf of himself and all subsequent purchasers of water and land, as aforesaid, to maintain in a first-class and non-leakable condition the pipe line from the connection to the Company's main to the last point of distribution on the above described real estate.

The Second Party further covenants and agrees with the Company that any connections made to this private line shall be in accordance with the Company's ruling as follows:

- 1 share for a ¾" connection
- 3 shares for a 1" connection
- 4 shares for a 1¼" connection
- 5 shares for a 1½" connection

The five shares mentioned above are assigned to a 1½" line which is servicing the Safeway Stores building. It is understood that a 1½" meter will be installed on this line as it enters the building.

Before any additional connections are made to this private line, stock in the amount mentioned above must be obtained and pledged for said connections. A meter of proper size shall be installed on each line as it enters a given building.

The amount of water drawn through any of the connections to the private line shall be consistent with the allowance of water guaranteed for each share, that is 900 gallons per day in summer months and 500 gallons per day in winter months. If the amount of water drawn through a given meter appears to be excessive as determined by the directors of the Company, then the Second Party or his representative

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shall furnish and assign to a given connection additional stock consistent with the use as shown by the meter.

It is understood that no part of said water to which the shares of stock of said Second Party is entitled shall be used to serve any property, or homes, or businesses other than the above described property and businesses located thereon so long as this agreement shall remain in effect; that is to say, so long as said Company permits the maintenance of said connection to its main; it being expressly understood and agreed that said connection may remain so long as the covenants and agreements herein contained are fully and completely performed by the Second Party and his successors in interest.

The Second Party further agrees that each connection, taken from the Second Party's pipe line leading from the Company's main to the above described property, and to businesses located thereon, shall be metered by the Company, the cost of installation and maintenance of said meters, as well as the replacement of same, when necessary, shall be borne by the Second Party and his respective successors in interest.

It is further agreed that the Second Party and his successors in interest, for the life of this agreement shall pay to the Company the sum of One Dollar (\$1.00) per year, per meter installed, as aforesaid, on connections from the Second Party's pipe line to said businesses located upon the land above described, to compensate the Company for the expense of reading said meters, recording the same, and billing each individual connection from the said Second Party's pipe line for the water withdrawn through said connection in excess of the water to which said connection is entitled by virtue of stock ownership in the Company.

It is further understood and agreed that if the total water withdrawn through all of said private meters shall be less than the water passing through the Company's meter, located at or near the point of diversion of the Second Party's pipe line from the Company main, and jointly used by all the water users on the property above described, then the said Second Party and his successors in interest shall jointly be liable to the Company for said shortage; that is to say, the difference between the reading of the joint Company meter and the total readings of the private individual meters located on connections taken from the Second Party's line at the rate then charged by the Company to its stockholders for excess water; and the Second Party and his successors in interest jointly agree to pay to the Company said rate for all excess water passing through the Company's meter, and not recorded in the private meters of the individual users, as aforesaid.

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Said payments are to be made twice a year, and on or before thirty (30) days after receipt of statement therefor, said meters to be read on or about April 1st and October 1st of each and every year or said meters are to be read each quarter at the option of the Company.

The Second Party further agrees that there shall be no more connections to the Second Party's pipe line than as in this contract expressly provided.

It is understood and agreed that in the event the Second Party, or any of his successors in interest remain in default in the payment of water billed and rendered them by the Company for more than thirty (30) days, the Company shall have the right to enter upon the private premises of said Second Party and his successors in interest, or any of them, and shut off the water in the private meter located thereon, and that valves for that purpose shall be maintained at all times by the said Second Party and his successors in interest, such valves to be of proper design to permit of their being locked after having been shut off; and it is further agreed that the Company shall have the right to maintain the valves closed until the delinquent water bill shall have been paid in full, together with any costs or expenses incurred by the Company in connection with the shutting off of the water, and the collection of said bill. The right of the Company to shut off the private meters of the said Second Party and his successors in interest, shall in no wise be abridged; otherwise, this agreement may, at the option of the Company, be cancelled and said Second Party and his successors in interest required to pay the Company for all excess water delivered to the Company through the Company's line to the said joint pipe line of the Second Party or his successors in interest.

It is specifically understood that no connections to this private line will be made except through and with the approval of the directors of the Big Cottonwood Tanner Ditch Company or its officers to which applications will be properly made.

The Second Party agrees to install and pay for a concrete meter box at the property line nearest the Company Main of sufficient size to allow the 1½" meter to be serviced, size and shape of said meter box to be determined by Water Master of the Company.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

BIG COTTONWOOD TANNER DITCH COMPANY

By Horace T. Godfrey
President

ATTEST:

Irvin T. Nelson
Secretary

SECOND PARTY:

William H. Hansen

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 16 day of March, 1960, personally appeared before me C. ELLSWORTH HANSEN, one of the signers of the above instrument, who duly acknowledged to me that he executed the same.

C. Ellsworth Hansen
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 23rd day of December, 1960, personally appeared before me Horace T. Godfrey and Irvin T. Nelson who being by me duly sworn did say: that he, the said Horace T. Godfrey is the President, and he, the said Irvin T. Nelson is the Secretary of the Big Cottonwood Tanner Ditch Company and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its Board of Directors) and the said Horace T. Godfrey and Irvin T. Nelson acknowledged to me that said corporation executed the same.

E. M. Walsh
Notary Public
Residing at Salt Lake City, Utah

2-10-67

ASSUMPTION OF AGREEMENT

Agreement made between BIG COTTONWOOD TANNER DITCH CO., A CORPORATION of Salt Lake County, State of Utah, hereinafter referred to as "Big Cottonwood", and C. G. Horman of Salt Lake County, State of Utah, hereinafter referred to as "Horman";

W I T N E S S E T H:

WHEREAS, Horman is leasing the parcel of real estate and 5 shares of water, represented by water Certificate No. M2088 described in the attached agreement between Ellsworth Hansen and Big Cottonwood, dated the 10th day of November, 1960; and,

WHEREAS, Horman desires Big Cottonwood to consent to the lease and 5 shares of water represented by water Certificate No. M2088 by Horman and its use of the water connection so granted to said Ellsworth Hansen under the said attached water agreement; and,

WHEREAS, Big Cottonwood is willing to consent to Horman's leasing said 5 shares of water and receiving the benefits and privileges granted to Ellsworth Hansen under the attached water agreement upon the condition that Horman agrees to assume and be bound by said attached water agreement in the same manner and style as Ellsworth Hansen is bound thereby.

NOW THEREFORE, in consideration of the sum of \$10 and other good and valuable consideration in hand paid by Horman to Big Cottonwood, receipt of which is hereby acknowledged, it is agreed as follows:

1. Big Cottonwood consents to the lease of 5 shares of water represented by water Certificate No. M2088 by Horman from Ellsworth Hansen, subject to Horman's assuming and being bound by the terms and conditions of the attached water agreement between Big Cottonwood and Ellsworth Hansen in the same style and manner as Ellsworth Hansen is thereby bound.

2. Horman consents and approves the execution of the attached water agreement by Ellsworth Hansen with Big Cottonwood and the terms and conditions set forth therein and agrees to lease and hold the 5 shares of water represented by water Certificate No. M2088 subject to the terms and conditions of the attached water agreement between Big Cottonwood and Ellsworth Hansen and the by-laws and rules and regulations of Big Cottonwood in the same manner as Ellsworth Hansen is bound thereby.

3. It is further agreed that all statements of account for water used by Horman under his lease of Certificate M2088 are to be mailed directly to

Horman at 1925 Hillcrest Avenue, Salt Lake City, Utah and that such bills will be paid promptly in accordance with the rules and regulations of Big Cottonwood, and upon Horman's failure to do so, Big Cottonwood has the same rights and authority against Horman as it would have against Ellsworth Hansen in the event of his failure to pay said statements of accounts promptly. It is understood and agreed that if and when the above address is changed, Horman will immediately advise Big Cottonwood.

DATED this 10th day of November, 1960.

BIG COTTONWOOD TANNER DITCH COMPANY

Ivan J Nelson
Secretary

By Harace J Goodfrey
President

ATTEST:

Margie H. Boshard
Secretary

C. G. HORMAN

By C. G. Horman

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 10 day of November, 1960, personally appeared before me C. G. HORMAN, one of the signers of the above instrument, who duly acknowledged to me that he executed the same.

[Signature]
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 23rd day of December, 1960 personally appeared before me Harace J Goodfrey and Ivan J Nelson, who being by me duly sworn did say: that he, the said Harace J Goodfrey, is the President, and he, the said Ivan J Nelson is the Secretary of the Big Cottonwood Tanner Ditch Company and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its Board of Directors) and the said Harace J Goodfrey and Ivan J Nelson acknowledged to me that said corporation executed the same.

E. M. Walsh
Notary Public
Residing at Salt Lake City, Utah

2-10-62