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By Hazel Taggart Chase, Dep. Book 839 Page 171 Ref. \_\_\_\_\_  
Hazel Taggart Chase, Recorder Salt Lake County, Utah

A G R E E M E N T

This agreement made and entered into this 27th day of February, 1951 by and between JOHN M. WALLACE, GLENN WALKER WALLACE, his wife, HAROLD H. BENNETT, EMILY BENNETT, his wife, L. B. SWANER, JUNE S. SWANER, his wife, and L. S. SWANER, a single person, all of Salt Lake County, Utah, hereinafter referred to as First Parties, and SALT LAKE CITY, a municipal corporation, hereinafter referred to as Second Party,

W I T N E S S E T H:

WHEREAS, Parties of the First Part have conveyed to the Party of the Second Part certain rights of way for water mains, sewage disposal, sewer pipes and drainage ditches on property formerly known as the Remington Small Arms Plant and now known as the Industrial Center; and

WHEREAS, the conveyances so made covered the land upon which the existing facilities are now present; and

WHEREAS, the future development of the property may warrant the changing of the location of the present facilities and the alteration and improvement of drain ditches;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid by Parties of the First Part to Party of the Second Part it is mutually agreed as follows:

1. Parties of the First Part, upon receiving the consent of Party of the Second Part through its engineers, may relocate or cover any water or sewer pipe or drain now on the premises if in the opinion of the Parties of the First Part such relocation is necessary for the proper development of the land, and if any building or structure whatsoever is situated such that the vertical projection of such building or structure is contained within the boundaries of the easements heretofore given, the Second Party shall convey to First Parties, their heirs or assigns, such portion of the easement granted as shall encroach on such projection; provided, however, the Second Party shall have the right to reasonable and perpetual access for the purpose of necessary maintenance, repair and replacement to any sewer or water line, the center line of which is described in the easement heretofore granted.

2. The First Parties shall convey to Party of the Second Part an easement covering any land upon which said relocated water or sewer pipes or drains are located except such portion as is under verticle structure or buildings as provided in paragraph 1 of this agreement.

3. The Parties of the First Part are to bear all expenses for such relocations or alterations, unless other arrangements are made.

Witness the hands of the parties the day and year first above written.

*John M. Wallace*  
John M. Wallace

*Glenn Walker Wallace*  
Glenn Walker Wallace

*Harold H. Bennett*  
Harold H. Bennett

*Emily Bennett*  
Emily Bennett

*L. B. Swaner*  
L. B. Swaner

*June B. Swaner*  
June B. Swaner

*L. S. Swaner*  
L. S. Swaner  
First Parties

SALT LAKE CITY CORPORATION

By *W. J. Blady*  
Second Party

ATTEST:  
*James J. Pitner*  
City Recorder