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Recorded OCT 13 1960
 Registered at 1:52 P. M.
 Fee Paid. No. Le M. Jack
 Recorder, Salt Lake County, Utah
 \$ 2.00 By *Ken L. Horman*
 Ref.

EASEMENT AGREEMENT

1299 East 4500 South St.
 Salt Lake City 17

THIS AGREEMENT, made this first day of July, 1960,
S. M. H.
 between S. M. HORMAN and VERMA L. HORMAN, his wife, Parties
 of the First Part, herein called "Horman," and BIG DITCH
 IRRIGATION COMPANY, a Utah corporation, Party of the Second
 Part, herein called "Company," WITNESSETH THAT:

WHEREAS, Horman is the owner of a parcel of land
 situate in Salt Lake County, State of Utah, described as:

Beginning at a point where the center line of a
 4 rod county road intersects the center line of a
 canal South 674.24 feet and East 2011.32 feet from
 the North 1/4 corner of Section 9, Township 2 South,
 Range 1 East, Salt Lake Base and Meridian, said point
 also being South 89° 48' East 799.87 feet from a county
 monument, and running thence North 89° 48' West 614.30
 feet; thence South 0° 12' West 173.90 feet; thence
 North 89° 48' West 129.57 feet to a point on the
 Easterly right of way line of a state road, said point
 being on a spiral curve to the left, said curve is
 concentric with and 50.0 feet radially distant Easterly
 from a 200.0 foot ten-chord spiral for a 4° curve to
 the left; thence Southerly 98.13 feet, more or less,
 along said Easterly right of way line and said spiral
 curve to a point of a curve to the left, the center of
 which is North 84° 13' 50" East 1382.40 feet; thence
 Southerly 724.43 feet around said curve to a point of
 curve to a spiral; thence Southeasterly along said
 Easterly right of way and arc of said spiral which is
 concentric with and 50 feet radially distant Easterly
 from a 200.0 foot ten-chord spiral for a 4° curve to
 the left 196.56 feet, more or less, to a point of tan-
 gency; thence South 39° 47' 40" East 909.23 feet, more
 or less, along said Easterly right of way to the North
 line of the State Road Commission property as the same
 is described in right of way deed recorded in Book 474,
 Page 152 in the office of the Salt Lake County Recorder;
 thence Easterly along said North line 110 feet, more or
 less, to an old fence line; thence North 15° 45' East
 209.87 feet along said fence; thence North 85° 10' East
 88.0 feet along an old fence; thence North 0° 56' East
 425.11 feet along the line of an old fence to a point
 on an old fence line; thence North 15° 32' West 13.85

feet along said fence; thence North 0° 41' East 294.50 feet along an old fence line to the center of a canal; thence along said canal as follows to the point of beginning: North 33° 38' West 100.0 feet; thence North 40° 52' 30" West 74.45 feet; thence North 22° 27' 30" West 158.70 feet; thence North 49° 24' West 116.40 feet; thence North 30° 25' West 100.0 feet; thence North 3° 43' 30" West 236.0 feet; thence North 34° 45' West 122.50 feet; thence North 54° 39' West 112.33 feet to the point of beginning. Contains 30.56 acres, excluding road.

and

WHEREAS, Company is now and for many years last past has been the owner of an easement for the construction, operation and maintenance of an irrigation canal over and upon the above described premises, and

WHEREAS, under date of June 27, 1905

Company and Salt Lake City Corporation entered into an agreement for the exchange of water, which agreement is now in full force and effect and provides, among other things, that the water of Company shall be measured and delivered to it at the head of its canal near the easterly line of the above described property, and

WHEREAS, Horman is now constructing a shopping center upon the above described premises and desires to move downstream on Big Cottonwood Creek the point at which the waters of Company shall be diverted from the Big Cottonwood Channel and measured to Company, and also to change the location of the canal of Company as it crosses the above described property and to enclose such canal in an underground pipe, and Company is willing to grant such right to Horman on the terms and conditions herein set forth,

NOW THEREFORE, for such purpose it is hereby agreed

as follows:

1. Horman hereby grants to Company a perpetual right and easement for an underground irrigation pipe line, sufficient in size to carry and conduct the water of Company under and through the above described tract of land extending from the point on Big Cottonwood Creek where Horman has now constructed a diversion works and weir northwesterly to the point where the canal of Company crosses Highland Drive and 48th South Street.

2. Horman at his sole cost and expense shall construct and hereafter maintain a concrete diversion works and weir for the purpose of diverting the waters of Company from Big Cottonwood Stream and for measuring the same, which diversion works and weir shall be approved in writing by Salt Lake City. Horman at his cost and expense shall provide a suitable grating at the head of the underground pipe immediately below such weir. Company shall, however, assume the responsibility of removing accumulating trash from such grating.

3. For the purpose of conducting the waters of Company under the easement herein granted, Horman at his sole cost and expense shall design and construct an underground pipe line consisting of 30" round 16 gauge steel asphalt coated irrigation pipe from said weir northwesterly to said point of crossing of Highland Drive and 48th South Street. Such pipe line shall be so designed and constructed that there shall be an even and constant grade in such line and

that the line will clean itself of all silt and soil contained in the water and will provide a flow of all of the waters of Company without settlement, clogging or overflow. Suitable manholes shall be provided so that said line may be readily cleaned and objects removed therefrom.

4. Company grants Horman the right to pave over all or any part of said underground pipe line and to use the same for parking purposes; provided, however, that Horman covenants and agrees at his own cost and expense to maintain, repair, replace and renew all breakage, damage and injury to such pipe line, however caused, except by the acts of Company, its agents and employees.

5. Horman shall at his cost and expense (i) remove any clogging and clean said underground pipe line because of objects entering the same through said grating or manholes in said line, and shall (ii) clean and remove from said line silt or soil accumulating therein.

6. As a part of the easement herein granted Company shall have the right at all times to enter upon the premises above described for the purpose of inspection of said pipe line, and for measurement of water. Should Horman fail to perform any covenant herein required by him to be performed, Company shall have the right to do any and all work in connection with such performance, and to enter upon and use such portion of said premises as shall be necessary

for such purpose, and Horman shall be liable to pay Company all costs thereby incurred.

7. Should Horman find it necessary hereafter to change the location of said pipe line he shall have the right to do so provided that (i) Company shall thereupon be granted a perpetual easement of like character at such new location, (ii) the point of measurement of Company's water and the point of crossing Highland Drive and 48th South Street shall not be changed, and (iii) all of the terms and provisions of this agreement shall apply to the easement at such new location.

8. Horman represents that he is now the sole owner of said premises. The covenants of Horman herein set forth are covenants running with the land and shall be binding upon all successors of Horman in the ownership of said premises.

9. This agreement is expressly contingent upon the consent thereto in writing of Salt Lake City and its agreement that the same does not in any manner impair said exchange agreement with Salt Lake City and that Salt Lake City will deliver Company its waters over the said new weir.

10. Upon the issuance by Salt Lake City of said consent and agreement, and upon the construction of said

underground pipe line as herein provided, Company will release the easement for its canal as presently located.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and the Party of the Second Part has caused this instrument to be signed by its duly authorized officer and its corporate seal to be hereunto affixed the day and year first above written.

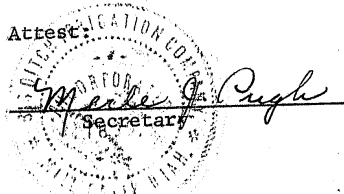
S. M. Horman
S. M. Horman

Veoma L. Horman
Veoma L. Horman

Parties of the First Part

BIG DITCH IRRIGATION COMPANY

Attest:

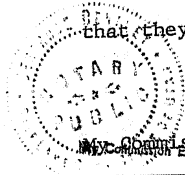


By William C. Pugh
Its President

Party of the Second Part

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 10th day of July, 1960, personally appeared before me S. M. HORMAN and VEOMA L. HORMAN, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Gertrude Bentley
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: April 27, 1961

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 11th day of July, 1960, personally appeared before me Willard C. Pugh and Merle J. Pugh, who being by me duly sworn did say, each for himself, that he, the said

Willard C. Pugh is the President and he, the said Merle J. Pugh is the Secretary of BIG DITCH IRRIGATION COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Willard C. Pugh and Merle J. Pugh each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Edw. Conway
Notary Public
Residing at Salt Lake City, Utah



My Commission Expires:

9/4/62