

between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Samuel Campbell
Della Campbell
The Seller.
Autna J. Arnason
The Buyer.

Signed in the presence of
Nina R. Woodbury
State of Utah } ss
County of Salt Lake

On the 14th day of May A. D. 1924, personally appeared before me SAMUEL CAMPBELL and DELLA CAMPBELL, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Nina R. Woodbury,
Notary Public
Salt Lake City, State of Utah
Commission Expires ~~SEAL~~
Mar. 9, 1923.

Nina R. Woodbury
Notary Public
Residing at Salt Lake City,
Utah

My Commission Expires
March 9, 1923.

Recorded at request of Autna J Arnason Aug 6 1924 at 2:20 P.M. in 3-U of I&L pages 359-380. Recording fee paid \$2.10 (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. C-19,198, 38.

47
R.W.

SEE REFERER NO. 1994-48-1140

EASEMENT AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS: That I, RUDOLPH KNUDSON, widower, of Salt Lake City, Salt Lake County, State of Utah, for and in consideration of the sum of Nine Hundred and 00/100 (\$900.00) Dollars, to me in hand paid by Salt Lake City, a municipal corporation, receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed unto Salt Lake City, a municipal corporation, GRANTEE, a perpetual right of way for a water conduit, said right of way consisting of a strip of land 5 feet on either side of a center line described as follows:

Beginning at a point 1207.1 ft. south and 775.7 ft. east of the N.W. cor. of Sec. 23, T. 2 S., R. 1 E., S. 1. E. & N., said point of beginning being on a 40° curve to the right tangent to said curve bearing south 64° 57' east at the property line; thence continues on said 40° curve to right 79.1 ft.; thence south 33° 18' E. 11.2 ft.; thence on a 40° curve to L. 79.5 ft.; thence S. 64° 25' E. 5.5 ft.; thence on a 20° curve to R. 55.3 ft.; thence S. 53° 28' E. 52.9 ft.; thence on a 45° curve to L. 107.5 ft.; thence N. 79° 23' E. 154.8 ft.; thence N. 48° 11' E. 53.7 ft., center of Big Cottonwood Creek; continues N. 48° 11' E. 32.8 ft.; thence S. 85° 06' E. 123.6 ft.; thence S. 88° 15' E. 190.1 ft.; thence S. 89° 09' E. 112 ft.; thence S. 78° 42' E. 63 ft. to face of concrete box; thence S. 89° 09' E. 11.0 ft. to canal.

Also an easement for a concrete discharge outlet and weir box, 11 ft. by 15 ft. in dimensions, on the bank of Big Cottonwood Creek adjoining said water conduit; also an easement for a concrete discharge outlet and weir box, 11 ft. by 25 ft. in dimensions at the point of discharge of said conduit into the upper canal.

Also the right of ingress to and egress from said property for the purpose of measurement of water and examination of said structures.

IT IS UNDERSTOOD AND AGREED, that the grantee herein shall construct the said pipeline above and upon the surface of the ground except where it may be necessary in the judgment of the engineers of the grantee to lay the pipe underground, or for the purpose of crossing roads, canals or ditches, in which event the said conduit may be laid beneath the surface and the grantee shall properly backfill all excavations, level off the surface and place all surplus dirt therefrom at any practically accessible place designated by the grantor within 100 feet of the point of excavation and do as little damage as possible in constructing and maintaining said pipeline.

IT IS FURTHER UNDERSTOOD AND AGREED that the Grantee shall have the right at any time to examine, repair or replace said pipeline, and the Grantee shall not be responsible to the Grantor for any damage in said right of way resulting from said repair, maintenance or replacement, but in the event of damage resulting to the property of the Grantor adjoining said right of way by reason of any maintenance, repair or replacement of said pipeline, the Grantee shall be responsible to the Grantor, or his assigns, for the actual and reasonable damage occasioned thereby.

WITNESS the hand of said Grantor this 21st day of July, A. D. 1924.

Rudolph Knudson

State of Utah) ss.
County of Salt Lake

On the 21st day of July, 1924, personally appeared before me RUDOLPH KNUDSON, widower, the signer of the foregoing instrument, and who duly acknowledged to me that he executed the same.

Elsie M. Kemp
Notary Public, residing at
Salt Lake City, Utah.

Elsie M. Kemp,
Notary Public
State of Utah
Commission Expires
Oct. 14, 1927.

My commission expires:
Oct. 14-1927

Recorded at request of City Auditor Aug 7 1924 at 11:22 A.M. in 3-U of I&L page 360 Recording fee paid \$1.70 (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. D-21,134, 38 to 40

47
R.W.

RELEASE AND SETTLEMENT

THIS AGREEMENT, by and between DANIEL H. HALDER, an unmarried man, as Grantor and the Utah Oil Refining Company, a corporation, as Grantee, WITNESSETH:

THAT WHEREAS the Grantor was the owner of the property hereinafter described and the party in interest therein at the time that the Grantee drilled certain wells hereinafter referred to, and is the party in interest in the suit pending in the Third Judicial District Court in and for Salt Lake County, Utah, entitled George H. Horne, et al. Plaintiffs, vs. Utah Oil Refining Company, defendant, No. 28843, alleging damages by reason of interference with the sub-surface waters in the said described property by grantees drilling said wells upon what is known as the Haddock Lot in the Artesian District where said property is located, and

WHEREAS, the said parties hereto are desirous of settling said suit and the Grantee herein is desirous of having, and the Grantors are agreeable to its having the right upon settlement of said claim and the payments as herein provided of any and all interest that the Grantor has in the said waters in the said described premises or any which he had at the time of the transfer of the said property by him.

NOW THEREFORE, in consideration of the premises and the sum of \$325.00 now paid by the Grantee to the said Grantor, receipt of which by said Grantor is hereby acknowledged the said Grantor for himself, his heirs, successors, assigns and personal representatives has and by these presents does dis-