

AGREEMENT

8.00

*John T. Nelson*THIS AGREEMENT made and entered into this 6th day of February 1957 at Salt Lake City, Utah, by and between the BIG COTTONWOOD TANNER DITCH CO., a Mutual Water Corporation organized under the laws of Utah, First Party, hereinafter referred to as the COMPANY, and LLOYD S. NEWMAN AND RUTH M. NEWMAN, his wife; JOHN J. WORLEY AND MARGIE J. WORLEY, his wife, and GORDON L. WRIGHT AND MELVA T. WRIGHT, his wife, all of Cottonwood, Salt Lake County, as Parties of the Second Part, hereinafter referred to as Second Parties

WITNESSETH:

WHEREAS, the Second Parties are owners of five (5) shares of stock in the Company, and of real estate as follows:

1. LLOYD S. NEWMAN and RUTH M. NEWMAN
Beginning at a point South 1212.6 feet and East 535.8 feet from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 264 feet; thence East 165 feet; thence North 264 feet; thence West 165 feet to the place of beginning.
Together with one (1) share of water
2. LLOYD S. NEWMAN and RUTH M. NEWMAN
Commencing 1204.5 feet East from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 8.1 feet; thence East 165 feet; thence South 264 feet; East 165 feet; North 265 feet; thence East 247.3; thence North 38° 32' East 6.4 feet, more or less, to a point due East from the point of beginning; West 577.3 feet to the point of beginning, containing 1.1 acres.
Together with one (1) share of water.
3. JOHN J. WORLEY and MARGIE J. WORLEY:
Commencing at a point 1211.6 feet South and 865.8 feet East from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 265 feet; thence 71.25 feet; thence North 29° 11' East 117.41 feet; thence North 30° 25' East 90 feet; thence North 38° 32' East 111.2 feet, more or less, to a point due East from the point of beginning.
Together with one (1) share of water.
4. GORDON L. WRIGHT and MELVA T. WRIGHT
Commencing at a point 1500.1 feet South and 468.9 feet East from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 209.42 feet; thence South 104.0 feet; thence West 209.42 feet; thence North 104.0 feet more or less to point of beginning.
Together with one (1) share of water.
5. GORDON L. WRIGHT AND MELVA T. WRIGHT
Commencing at a point 1500.1 feet South and 678.32 feet East from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 244.23 feet to the center line of canal, thence South 33° 48' West in the center line of canal 125.15 feet; thence West 174.61 feet; thence North 104.0 feet to the point of beginning
Together with one (1) share of water.

AND WHEREAS, the Second Parties desire to build homes upon said tracts or land for sale to others, and for their own use, and to serve all of said homes through a common connection to the Company's pipe line, and through a common pipe line extending from the Company's pipe-line main to the above described properties;

AND WHEREAS, the undersigned, together with all of the future purchasers of the property from the undersigned who may hereafter become owners of portions of stock of the Company, now held by the Second Parties, and portions of the real estate above described, now owned by the Second Parties, desire and will desire to continue the withdrawal of water from the Company's mains through a common connection or outlet, and through the joint use of a Company meter at the point of diversion of said water from said Company's main into the pipe line of the Second Parties;

AND WHEREAS, the Second Parties desire, on behalf of themselves and subsequent purchasers of portions of their said water and land to install and use meters for each home and water user, withdrawing water from the Second Parties' said pipe line;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Company agrees to give to the Second Parties five (5) only three-quarter (3/4) inch connections into the Company's main for the diversion of such culinary water as the Second Parties may be entitled to by virtue of their five (5) shares of stock in the Company;

That the Second Parties agree to pay for the cost of installing a meter on the pipe line of the Second Parties as near to the point of diversion from the Company's main as sensible, 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 Parties, to pay in the Company for all excess water withdrawn through said Second Parties' pipe line from the main of the Company in excess of that to which the said stock in the Company of said Second Parties are entitled; said water to be paid for at the current rate charged by the Company to its stockholders for said excess water.

The Second Parties further covenant and agree with the Company on behalf of themselves 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 Parties further covenant and agree with said Company that there shall not be more than five (5) connections made to the said Second Parties' pipe line; that is to say, that said pipe line shall not serve more than five (5) homes, and that no part of said water to which the five (5) shares of stock of said Second Parties are entitled shall be used to serve any property, or homes, other than the above described property and homes 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 five (5) only three-quarter (3/4) inch connections 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 Parties and their successors in interest.

The Second Parties further agree that each connection, taken from the Second Parties' pipe line leading from the Company's main to the above described property, and to homes 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 Parties and their respective successors in interest.

It is further agreed that the Second Parties and their 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 Parties' pipe line to said homes 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 Parties' 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 Parties' pipe line from the Company main, and jointly used by all the water users on the property above described, then the said Second Parties and their 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 Parties' line at the rate then charged by the Company to its stockholders for excess water; and the Second Parties and their 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.

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.

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

It is understood and agreed that in the event the Second Parties, or any of their 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 Parties and their 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 Parties and their 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 Parties and their successors in interest, shall not in no wise be abridged; otherwise, this agreement may, at the option of the Company, be cancelled and said Second Parties and their 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 Parties or their successors in interest.

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

THE BIG COTTONWOOD TANNER DITCH CO.

By W.E. Howe
President

ATTEST:

James T. Nelson
Secretary

SECOND PARTIES:

Hayd A. Newman
Ruth M. Newman
John J. Worley
Marjorie J. Worley
Lester L. Wright
Melba T. Wright

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 6th day of February, 1957, personally appeared before me LLOYD S. NEWMAN and RUTH M. NEWMAN, his wife; JOHN J. WORLEY and MARGIE J. WORLEY, his wife and GORDON L. WRIGHT and MELVA T. WRIGHT, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Margie A. Nielson
Notary Public

Residing: Salt Lake City, Utah

My commission expires:

6/1/57