

Entry No.	118789	Book	M 45
RECORDED	2-8-73	at 4:31 M	Page 271-3
REQUEST of	Coalville, City		
FEE	DH	YSPRIGGS SUMMIT CO RECORDER	
INDEXED	Vanda J. [Signature]		

A G R E E M E N T

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THIS AGREEMENT, made and entered into this 29 day of January, 1973, by and between COALVILLE CITY, a municipal corporation of the State of Utah, and JACOB EDMOND REES and NETA EMMA CHILD REES, his wife.

W I T N E S S E T H:

WHEREAS, it is in the best interest of Coalville City to improve the quality of water now used in its domestic water system; and

WHEREAS, public interest and necessity require the acquisition and immediate occupancy of a certain parcel of land consisting of 9.577 acres, more or less, for the purpose of construction, operation, repair, replacement, and maintenance of a domestic water system, including the necessary accessories and appurtenances used in connection therewith; and

WHEREAS, Jacob Edmond Rees and Neta Emma Child Rees, his wife, are the owners of said parcel of land located in Summit County, Utah, more particularly described as follows, to-wit:

Beginning at a point West along the Section line 2265.33 feet and North 340.12 feet from the Southeast corner of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian and running thence North 36°09'17" East 243.36 feet; thence North 58°01'16" East 405.40 feet; thence North 88°04'34" East 236.30 feet; thence North 40°54'44" East 166.355 feet; thence North 27°43'35" West 281.37 feet to a fence corner; thence North 36°05'25" West along an old fence line 127.42 feet to a fence corner; thence South 63°30' West along an old fence line 655.00 feet; thence South 36°09'17" West 512.03 feet; thence South 53°50'43" East 324.07 feet to the point of beginning. Containing 9.577 acres.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and to be performed by the parties hereto, IT IS AGREED:

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1           1. Jacob Edmond Rees and Neta Emma Child Rees, his wife,  
2 promise and agree to execute a Warranty Deed contemporaneous with  
3 this agreement, conveying said tract of land to Coalville City.

4           2. Coalville City hereby agrees to provide Jacob Edmond  
5 Rees and Neta Emma Child Rees, his wife, free of any charge what-  
6 soever, the quantity of 25,000 gallons of water per month for  
7 each of two residences presently located upon the Rees property,  
8 so long as said water is available therefor from the natural flow  
9 of Icy Springs. Coalville City shall charge the standard water  
10 charge for all water used by either residence in excess of 25,000  
11 gallons per month.

12           3. Coalville City shall construct and maintain in good con-  
13 dition a suitable fence upon the boundary lines of the above des-  
14 cribed parcel of land. Coalville City further agrees to construct  
15 and maintain a drainage pipe of sufficient size to conduct to the  
16 Eastern boundary of said parcel, the seasonal flow of all surface  
17 waters which may cross said parcel of land. All such waters so  
18 diverted by the drainage pipe shall be delivered to the existing  
19 irrigation canal located adjacent to the Eastern boundary of said  
20 parcel of land.

21           4. It is hereby mutually understood and agreed that the  
22 compensation to be paid Jacob Edmond Rees and Neta Child Rees,  
23 his wife, for said tract of land shall be the right to use said  
24 amounts of water without charge.

25           5. It is understood and agreed by the parties hereto that  
26 this agreement shall be a covenant running with the land and that  
27 the stipulations aforesaid apply to and bind the heirs, executors,  
28 administrators, successors, and assigns of the respective parties  
29 hereto.

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

3 COALVILLE CITY

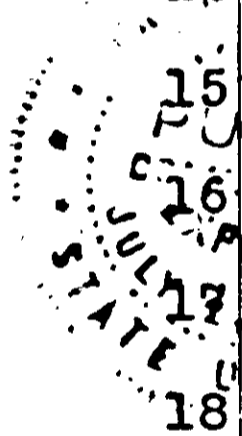
4  
5 By Edwin Lavar Judd  
Edwin Lavar Judd, Mayor

Jacob Edmond Rees  
Jacob Edmond Rees

7 Neta Emma Child Rees  
Neta Emma Child Rees

9 STATE OF UTAH )  
10 :ss.  
11 COUNTY OF SUMMIT )

12 On the 29 day of January, 1973, personally ap-  
13 peared before me EDWIN LAVAR JUDD, one of the signers of the fore-  
14 going instrument, who duly acknowledged to me that he executed  
15 the same as Mayor of, and on behalf of, Coalville City.

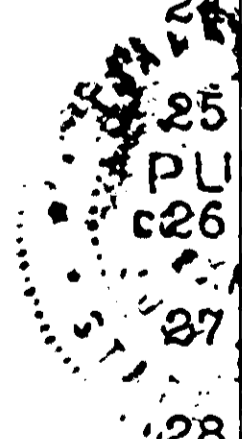


16 My commission expires:  
17 July 2 1974

Jacob Edmond Rees  
Notary Public - residing at  
Coalville, Utah

19  
20 STATE OF UTAH )  
21 :ss.  
22 COUNTY OF SUMMIT )

23 On the 29 day of January, 1973, personally ap-  
24 peared before me JACOB EDMOND REES and NETA EMMA CHILD REES, his  
25 wife, two of the signers of the foregoing instrument, who duly  
26 acknowledged to me that they executed the same.



27 My commission expires:  
28 July 2 1974

Jacob Edmond Rees  
Notary Public - residing at  
Coalville, Utah

32  
LAW OFFICES  
BOYDEN & KENNEDY  
TENTH FLOOR  
KENNECOTT BUILDING  
10 EAST SOUTH TEMPLE  
SALT LAKE CITY,  
UTAH 84111  
TELEPHONE  
(801) 521-0800

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