AFFIDAVIT

23 DECEMBER 93 02:22 PM

**ATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

NORTH JORDAN IRRIGATION CO

REC BY: REBECCA GRAY , DEPUTY

5693350

STATE OF UTAH) : gs. COUNTY OF SALT LAKE)

Keith L. Hansen having first been duly sworn deposes and states as follows:

- 1- He is the President of the North Jordan Irrigation Company.
- 2- He is the signatory to the agreement attached hereto, and by this reference made a part hereof.
- 3- Said agreement provides that the conditions shall "run with the property."
- 4- The property is described as Tax Parcel No. 21-03-453-001-0000, and is more fully set forth on said agreement, and is that property which is affected thereby.

Dated this 14th day of December, 1993

Keith J. Hansen

STATE OF UTAH

: 88.

COUNTY OF SALT LAKE)

Keith L. Hansen, being first duly sworn, deposes and states that he is the President of the North Jordan Irrigation Company, and that he has read the foregoing document, knows the contents thereof, and that the same is true of his knowledge.

Subscribed and sworn to before me this 14th day of December , 1993

NOTARY PUBLIC

Residing in: Salt Lake Coun'y

My Commission Expires:

HOTAY PICUS HOTAY PICUS BOYU N. SIMPER 3140 Wat 5000 South Wet Yallay City, Use 34119 Injane 1, Pres C-10 04 K063416204

Commencing at a point North 0 deg 03 min 15 gen West 75 feet from the 81/4 Cor Sec 3 7818, RN, SLASM; times Menth 0 deg 03 min 15 sec West 461.227 feet; themse Sect 105 feet; themse South 16 deg 45 min East 197.714 feet; themse South 23 deg East 203.452 feet; thence South 21 deg 30 min East 1915.259 feet; thence South 83 deg 55 min West 407.217 feet to the point of haginning, lass State Road.

North Jordan Irrigation Company 4788 Hidden Cove Taylorsville, Utah 84107

Gentlemen:

0

With reference to our meeting on May 17, 1993, this letter has been prepared to set forth the understandings and agreements we discussed with regards to constructing a security fence within the North Jordan Canal Right-of-Way at approximately Redwood Road and 4600 south. We the undersigned, as representative of the property owner Premium Oil Company, and as Lessees of Premium Oil Company, agree to the following conditions in exchange for the right to encreach upon the existing right-of-way of the North Jordan Irrigation Company with a security fence:

- 1- Lessee shall pay North Jordan Irrigation Company the Bull of Ten (\$10.00) Dollars on the date of acceptance of this letter agreement by North Jordan Irrigation Company and annually thereafter on said date for so long as said fence remains within North Jordan's right-of-way.
- 2- Iessee and or its contractor will construct a removable fence parallel to the canal beginning at an existing fence corner of the Central Park leasehold property at approximately 4661 South Redwood Road, and then continuing in a northwesterly direction to the end of said property owned by Premium Oil Company. Said fence to be constructed at Lessee's sole expense.
- 3- This agreement and the conditions contained herein shall be a covenant running with the land and shall be binding upon all Lessees of said land for so long as the security fence remains upon North Jordan's Right-of-Way.

BK6834PG2050

- 4- Premium Oil Company, as owner of said property and Bruce Cass and Bonnie Cass, husband and wife, as Lessoe's of Premium Oil Company agree to indemnify and save North Jordan Irrigation Company harmless, against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon North Jordan Irrigation Company for damage, bodily injuries, including death at any time resulting therefrom, or on account of damage to property. sustained by any person or persons, arising out of or in any manner connected with the construction of said security fence or the use of North Jordan's canal right-of-way, whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of lagal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the Part of Premium Oil Company, its Lessees, North Jordan Irrigation Company, employees or agents of any of them, but excluding any liability caused by the negligence or willful misconduct of North Jordan Irrigation Company.
- 5- Lessee will at their sole expense and upon at least forty eight (48) hours prior notice By North Jordan, remove said security fence to permit North Jordan to perform required maintenance work within the canal right-of-way. In the event of an emergency situation that may result in the flooding of adjacent property, in which case 48 hours prior notice could not be given, North Jordan Irrigation Company or Salt Lake County Flood Control personnel shall have the right to remove the fence, and if said fence is damaged or destroyed as a result of the emergency action, Lessees' shall be required to replace said damaged fence at their sole expense.

0

If the terms and conditions above set forth are acceptable to the North Jordan Irrigation Company, please sign and date your acceptance below where noted. Thank you for your consideration in this matter.

Bruce Cass, Lessee

Premium Oil Company

By Jan S. Counter

It's trembert

The terms and conditions above set forth are accepted and agreed to this 7# day of ________, 1993, and approval to construct said security fence within North Jordan's right-of-way is herein given.

North Jordan Irrigation Company

By Tech - X It's Precident

-3-