



Tax Parcel No. 21-03-453-001-0000

Commencing at a point North 0 deg 03 min 15 sec West 75 feet from the S1/4 Cor Sec 3 T28, R1W, SLB&M; thence North 0 deg 03 min 15 sec West 649.523 feet; thence East 105 feet; thence South 16 deg 45 min East 197.714 feet; thence South 23 deg East 203.452 feet; thence South 31 deg 30 min East 319.529 feet; thence South 89 deg 56 min West 407.217 feet to the point of beginning, less State Road.

BK5834PG2048

May 22, 1993

North Jordan Irrigation Company  
4788 Hidden Cove  
Taylorsville, Utah 84107

Gentlemen:

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 encroach 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 sum 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- Lessee 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.

- 4- Premium Oil Company, as owner of said property and Bruce Cass and Bonnie Cass, husband and wife, as Lessee'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 legal 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.

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.

Very truly yours

Bruce Cass  
Bruce Cass, Lessee

Bonnie Cass  
Bonnie Cass, Lessee

Premium Oil Company

By James S. Gauster

It's President

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

North Jordan Irrigation Company

By Keith L. Hansen

It's President