

1382512

Recorded JUL 26 1954 at 3:32 P.M.  
Request of SALT LAKE CITY  
Fee Paid. Hazel Taggart Chase.  
Recorder, Salt Lake County, Utah  
\$ 100.75 By E. G. Schmitt Deputy  
Book 1108 Page 564 Recd.

AGREEMENT

This agreement made and entered into this 17th day of June, 1954, by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine (hereinafter called "Company") and SALT LAKE CITY, a municipal corporation of the State of Utah (hereinafter called "City"), WITNESSETH:

WHEREAS, City desires to exercise an easement hereinafter referred to, and construct a water treatment plant on land owned and used by Company and described herein, which construction will require removal and alteration of Company's facilities located upon such property; and

WHEREAS, by indenture dated September 9, 1905 the City acquired an easement in the land of the Company, upon which its Granite hydro-electric plant is located, for "a right of way for all necessary conduits, water pipes, dams, reservoirs, and pole lines over and across the N.E. 1/4 of Section 25, T. 2 S., R. 1 E., S.L.E.&M., provided the taking out of any pipe line and conduit or other means of utilizing the water of Big Cottonwood Creek shall not be done so as to in any way impair Utah Power Company's present power plant, or so near the tailrace of said Power Company as to prevent it or anyone in its behalf, or Utah Light and Railway Company from building a reservoir of at least one million cubic feet capacity between the West end of the tailrace of the Power Company and the point of diversion of the water of Big Cottonwood Creek." Recorded in the Salt Lake County Recorder's office as instrument 202363 in Book of Deeds 7-G, pages 22 and 23; and

WHEREAS the Company is now occupying said property with facilities described in 3.1 hereof, which must be moved to other locations and Company is willing to permit the City to move the same in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein contained, the parties hereto promise and agree, each for themselves, their successors and assigns as follows:

1.0 ADVANCE CONSTRUCTION

On approval by Company's Chief Engineer in writing of detail drawings provided for in Section 3.2 hereof covering item (d) Section 3.1, the City shall have a right to exercise its easement to construct and maintain the tail water conduit (tunnel) on Company's property in accordance with the detail drawing approved.

2.0 PROPERTY TO BE OCCUPIED

Upon compliance with Section 3.1 in accordance with this agreement and in accordance with approved detail drawings and specifications described in Section 3.2 hereof City shall have the right to exercise its easement and occupy the following described property situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is 1683.48 feet south and 3143.53 feet east from the northwest corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which point of beginning is also located 1749.91 feet south and 3027.77 feet east of the County Monument on Wasatch Boulevard at Station 40/45.19, running thence north 60 feet; thence south 82°00' east 650 feet; thence southerly 70 feet more or less to a point from which the most westerly corner of the Utah Power & Light Company Power House bears north 87° 25' east 33.36 feet; thence southeasterly 100 feet more or less to a point from which the most southerly corner of the Utah Power & Light Company Power House bears North 11°08' west 45.18 feet; thence south 85°00' east 350 feet; thence south 86 feet; thence south 89°39' west 555 feet to a point which is 20 feet north of Station 20/46.8 on the original center line of the proposed State Highway entering Big Cottonwood Canyon; thence continuing south 89°39' west 260 feet; thence north 80°00' west 95 feet; thence north 190 feet; thence north 44°33' west 60.56 feet; thence north 69°00' west 120 feet to the point of beginning.

as delineated in red on the drawing attached hereto, marked Exhibit 1, and by this reference made a part hereof.

3.0 ALTERATION TO COMPANY'S PROPERTY

3.1 General

The construction of a treatment plant on said property as presently contemplated by the City may require the following alteration to Company's property at a cost estimated to be as shown opposite each item:

(a) Relocation of Company's sewer	\$3,000.00
(b) Relocation of Company's power lines, including the acquiring of right of way satisfactory to Company	7,000.00
(c) Constructing new access road to Company's facilities	3,000.00
(d) Alteration of Company's hydro-electric plant tailrace by constructing, from the tailrace, a flume to the proposed treatment plant and a tail water conduit (tunnel)	3,000.00

City agrees to furnish all material, labor and equipment necessary to complete and to complete at its own cost and expense, any of the above alterations required by Company to Company's property in accordance with the specifications and drawings submitted to and approved by the Company's Chief Engineer, provided for in Section 3.2 hereof, and in a manner acceptable to and approved by the Company.

3.2 Detailed Drawings and Specifications

City agrees to submit to the Chief Engineer of the Company, for approval, detail drawings and specifications pertaining to removal and alteration of Company's property referred to in Section 3.1, and not to proceed with construction until Company's written approval is obtained. On written approval by said Chief Engineer of drawings covering items (a) through (d) of Section 3.1, the work described therein shall be performed in accordance with such drawings and to the satisfaction of the Company.

3.3 Cost of Alteration

City agrees to pay all costs of the work provided for herein, including costs of any additional right of way, all material, supplies, labor, supervision, transportation, tools and overheads incurred in the removal and alteration of Company's property to the satisfaction of the Company. If the Company elects to perform a portion of the work, the actual cost to the Company of such work performed by Company will be paid by City to the Company before the City shall occupy said land as provided in Article 2.

3.4 Design

The construction design proposed in Article 1, and Section 3.2 hereof shall provide for Company's normal operation, including:

- (a) adequate measuring of water in hydro-electric plant tailrace at all times;
- (b) adequate facilities to prevent water from backing up in tailrace to interfere with waterwheel.

If such design should, in the opinion of the Chief Engineer, be inadequate in any respect, City agrees at its expense to make such changes therein required by the Chief Engineer.

3.5 Schedule of Operation

City agrees to schedule and carry out alterations of Company's property in conjunction with Company's operations in order to avoid either temporary or permanent interference with Company's operations or business.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

UTAH POWER & LIGHT COMPANY

By J. A. Hale  
Vice President

ATTEST:

Paul McKee  
Assistant Secretary

APPROVED  
a. Sutton  
CHIEF ENGINEER

(Seal)

SALT LAKE CITY, UTAH

By [Signature]

COUNTERSIGNED:

Irma F. Bitner  
City Recorder

RECEIVED  
10 DECEMBER 1954

APPROVED  
[Signature]

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

I, Irma F. Bitner, City Recorder of Salt Lake City, Utah, do hereby certify that the attached Agreement between Utah Power & Light Co. and Salt Lake City was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this 22nd day of July, A. D. 1954.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 22nd day of July, A. D. 1954.

Irma F. Bitner  
City Recorder of Salt Lake City, Utah