

3685888

A G R E E M E N T

RECORDED
MAY 19 1982
CITY RECORDER

THIS AGREEMENT executed the 18 day of May, 1982, is made to be effective as of the 8th day of June, 1982, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City," and JOAN W. and DARYL LEE LETHAM, d/b/a WALKER DEVELOPMENT, a partnership, hereinafter "Partnership"; JOAN W. LETHAM, Trustee, hereinafter "Letham"; GIBBONS & REED COMPANY, a Utah corporation, hereinafter "Gibbons & Reed" or as its division, "CPC"; and D.L.D. DISTRIBUTING COMPANY, a Wyoming corporation, d/b/a DUNN OIL COMPANY, hereinafter "Dunn."

WITNESSETH:

WHEREAS, City is desirous of installing its new Big Cottonwood Conduit within and over land particularly described on Exhibit "B" in which one or more of Partnership, Dunn, Letham and Gibbons & Reed own or claim an interest; and

WHEREAS, City also claims to own an interest in the property described on Exhibit "B" pursuant to deed issued September 9, 1905, and by this Agreement, other than the Disclaimer and Quit-Claim Deed attached as Exhibit "C," specifically does not give up any of its rights or privileges which it may be entitled thereby; and

WHEREAS, all of Dunn, the Partnership, Letham and Gibbons & Reed deny that City now has any rights, interest or privileges in the property described on Exhibit "B" other than such as were created at the time of the completion of the project referenced in the aforesaid 1905 deed, which was 1905 or shortly thereafter; and

WHEREAS, in order to expedite the installation of said conduit and to protect the interest of all of the parties, this Agreement is made and entered into.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Partnership and Letham agree within thirty (30) days from date hereof to quit-claim to City the two parcels of land

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described in and pursuant to the deed attached hereto and marked as Exhibit "A," and incorporated by this reference.

2. The Partnership, Letham, Dunn and Gibbons & Reed agree that an easement can and shall be conveyed to City within thirty (30) days from date hereof, in the property described in and in the form attached hereto and marked Exhibit "B," and incorporated by this reference.

3. The Partnership and Letham agree to convey to City, within thirty (30) days from date hereof, the Easement for Conduit reflected on the document attached hereto and marked Exhibit "B," which easement contains a temporary construction easement extending for the time necessary to construct and install said conduit, which shall not extend beyond two hundred ten (210) days following the date of City's official notice to proceed to its general contractor for schedule 1 of the new conduit project, and which conveyance shall be subject to leaseholds owned respectively by Gibbons & Reed and by Dunn.

4. In exchange for the conveyances to City as herein described, City agrees to disclaim and quit-claim to the Partnership and abandon, within one (1) year from the date of complete installation of said conduit and payment to City of the sum of \$4,000.00 therefor, the property described in and pursuant to the Disclaimer and Quit-Claim Deed marked Exhibit "C," attached and incorporated by this reference. Partnership and Letham acknowledge the leaseholds respectively of each of Gibbons & Reed and of Dunn in parts of the land described on Exhibit "C."

5. Subsequent to the City's installation of the Big Cottonwood Conduit, the Partnership and Letham, through their tenant, Concrete Products Division of Gibbons & Reed (CPC), is hereby authorized to construct a tunnel under the Big Cottonwood Conduit, subject to the City's prior approval of CPC's plans and with CPC making the necessary arrangements and taking the necessary

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precautions to protect the conduit in every respect required by City, or through such other tenant, if any, as the Partnership or Letham may have.

6. The City, pursuant to its easement, shall have the right to construct its Big Cottonwood Conduit through the existing tunnel structure on the premises granted in said easement for the conduit without any claim for damages whatsoever, due to said existing tunnel structure being located within the premises of said easement for the conduit.

7. City agrees to cooperate with CPC and Dunn, so as to minimize the inconvenience during construction to their operations and to endeavor to avoid damaging any buildings or other structures located near said easement, other than the tunnel described in paragraph 6. The parties agree that the conduit may be constructed within the land described on Exhibit "B" using the temporary construction easement according to the City's plans or specifications.

8. This Agreement embodies the entire agreement between the parties and cannot be altered except in writing, signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

By: *Ted L. Wilson*
Ted L. Wilson, Mayor

JUN 8 1982

CITY RECORDER

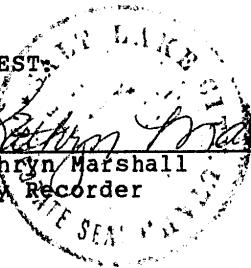
"City"

Joan W. Letham
Joan W. Letham

Daryl Lee Letham
Daryl Lee Letham
d/b/a WALKER DEVELOPMENT, a
Partnership
"Partnership"

ATTEST:

Kathryn Marshall
Kathryn Marshall
City Recorder



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Joan W. Letham
Joan W. Letham, Trustee
"Letham"

GIBBONS & REED COMPANY

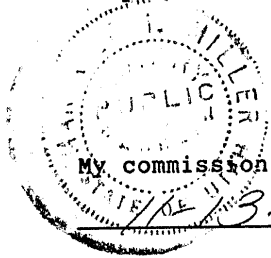
By: Emory M. Carter
Its
"Gibbons & Reed"

D.L.D. DISTRIBUTING COMPANY, d/ba
DUNN OIL COMPANY

By: D.L. Dunn
Its Pres
"Dunn"

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 8th day of June, 1982, personally appeared before me TED L. WILSON and KATHRYN MARHSALL, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the foregoing Agreement.



Raymond M. Miller
Notary Public
Residing at Salt Lake County

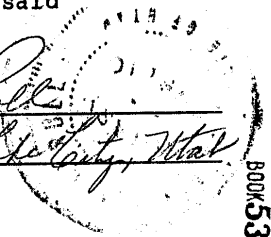
My commission expires:
3-85

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me JOAN W. and DARYL LEE LETHAM, who being by me duly sworn did say that they are partners of WALKER DEVELOPMENT, a partnership existing under the laws of the State of Utah, and that said Agreement was signed by them in behalf of said partnership and JOAN W. and DARYL LEE LETHAM duly acknowledged to me that said Partnership executed the same.

Dorothy H. Rolfe
Notary Public
Residing at Salt Lake County, Utah

My commission expires:
11-7-85



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STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me, JOAN W. LETHAM, Trustee, who duly acknowledged to me that she executed the foregoing Agreement.

Dorothy A. Roll
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

11-7-85

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me, Ernest M. Carter, who being by me duly sworn did say that he is the Es. Vice Pres. of GIBBONS & REED COMPANY, and that the foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Ernest M. Carter acknowledged to me that said corporation executed the same.

Dorothy A. Roll
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

11-7-85

STATE OF WYOMING)
) : ss
COUNTY OF)

On the 18th day of May, 1982, personally appeared before me, D. L. Dunn, who being by me duly sworn did say that he is the President of D.L.D. DISTRIBUTING COMPANY, d/b/a DUNN OIL COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said he acknowledged to me that said corporation executed the same.

Walter L. Wittkowski
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

6/8/85

APPROVED
MAY 8 1982
CITY RECORDER

QUIT-CLAIM DEED

JOAN W. LETHAM and DARYL LEE LETHAM, d/b/a WALKER DEVELOPMENT, a partnership, and JOAN W. LETHAM, Trustee, "Grantor," hereby QUIT-CLAIM to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, "Grantee," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described Parcels of land situate in Salt Lake County, State of Utah, to-wit:

PARCEL 1

Beginning at a point located S 0°26'41" W 1403.43 feet from the North 1/4 Corner, Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence S 0°26'41" W 53.00 feet; thence N 63°23'19" W 311.84 feet; thence S 72°45'10" E 292.36 feet to the Point of Beginning. Area = 0.170 acres;

PARCEL 2

Beginning at a point located S 0°26'41" W 1179 feet and West 723.80 feet from the North 1/4 Corner, Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence S 28°36'41" W 58.00 feet; thence S 56°26'41" W 37.83 feet to a point on a curve of the Easterly edge of the Wasatch Boulevard Right-of-Way; thence Northerly 387.77 feet along the arc of said curve (said arc having a radius of 623.68 feet and a delta of 35°37'24") to the PT; thence S 59°20'51" E 384.68 feet to the Point of Beginning. Area = 0.243 acres.

WITNESS the hands of said Grantors this 10th day of May, 1982.

Joan W. Letham
Joan W. Letham
Daryl Lee Letham
Daryl Lee Letham
d/b/a WALKER DEVELOPMENT, a partnership
Joan W. Letham
Joan W. Letham, Trustee

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me JOAN W. LETHAM and DARYL LEE LETHAM, d/b/a WALKER DEVELOPMENT, a partnership, who duly acknowledged to me that they executed the foregoing Quit-Claim Deed on behalf of said Partnership.

Donald H. Kerk
Notary Public
Residing at Salt Lake City, Utah

My commission expires:
11-7-85

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me JOAN W. LETHAM, Trustee, who duly acknowledged to me that she executed the foregoing Quit-Claim Deed.

David S. Hall
Notary Public
Residing at *Salt Lake City, Utah*

My commission expires:

11-2-85

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APPROVED

JUN 10 1982

EASEMENT FOR CONDUIT

JOAN W. LETHAM, Trustee, and JOAN W. and DARYL LETHAM, d/b/a WALKER DEVELOPMENT, a partnership, hereinafter "Grantors," hereby convey to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "Grantee," for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of a City watermain, together with service lines, meters and all facilities attendant thereto, over, under, across and through the following described tract of land located in Salt Lake County, Utah, to-wit:

A 30 foot easement and right-of-way, 15 feet on both sides of the following-described centerline: Beginning at a point on the Northeasterly right-of-way line of Wasatch Boulevard also being pipe station 18+20, 1108.42 feet South and 893.36 feet West from the North quarter corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence running North 58°35' West 403.0 feet to pipe station 22+23; thence North 49°10' West 200.0 feet to pipe station 24+23; thence North 46°00' West 492 feet to pipe station 29+15; thence North 62°29' West 535.0 feet to pipe station 34+50; thence North 49°56' West 200 feet to pipe station 36+50; thence North 33°12' West 1750 feet to pipe station 54+00; thence North 42°38' West 354 feet to pipe station 57+54; thence North 34°43' West 73 feet to the Northerly line of grantor's property said point also being at pipe station 58+27 more or less.

Together with a temporary construction easement contiguous to and parallel with the permanent 30 foot easement being 20 feet in width beginning at pipe station 34+50 and ending at pipe station 48+35, also beginning at pipe station 49+10 and ending at pipe station 51+50, also 10 feet in width beginning at pipe station 52+50 and ending at pipe station 56+25.

Together with rights of ingress and egress over the land between Wasatch Boulevard and the northeasterly edge of the above-described parcels, necessary or convenient for the full and complete use, occupancy and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush and other obstructions from the area within the permanent easement, which may injure or interfere with

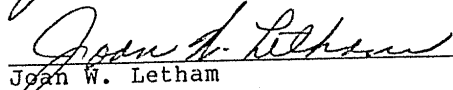
BOOK 5385 PAGE 1034

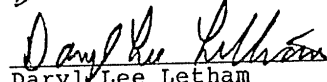
the Grantee's use, occupation or enjoyment of the land within this easement.

The foregoing is a non-exclusive easement, and Grantors expressly reserve and retain all rights of ownership and use of the easement and ingress and egress rights as long as the same do not interfere with or damage the facilities and the use and other rights of the Grantee hereinabove conveyed and granted, including (but not limited to) crossing over or under the same with other utilities, passage over and across the conduit and the easement area for all purposes, and installation and maintenance of asphalt or other suitable roadway surfaces.

WITNESS the hands of said Grantors this ____ day of April, 1982.

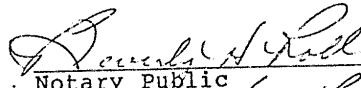

Joan W. Letham, Trustee


Joan W. Letham


Daryl Lee Letham
d/b/a WALKER DEVELOPMENT, a
partnership
"Grantors"

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me, JOAN W. LETHAM, Trustee, who duly acknowledged to me that she executed the foregoing Easement for Conduit.


Notary Public
Residing at Salt Lake City, Utah

My commission expires:

11-7-85

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 10th day of May, 1982, personally appeared before me JOAN W. and DARYL LEE LETHAM, who being by me duly sworn, did say that they are partners of WALKER DEVELOPMENT, a partnership, a partnership existing under the laws of the State of Utah, and that

said instrument was signed by them in behalf of said Partnership,
and JOAN W. and DARYL LEE LETHAM acknowledged to me that they
executed the same.

Dorothy A. Roll
Notary Public
Residing at *414 S. 1st City, W. Va.*

My commission expires:

11-7-85

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APPROVED

DISCLAIMER AND QUIT-CLAIM DEED

OCT 10 1992

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereby disclaims and quit-claims to JOAN W. and DARYL LEE LETHAM, d/b/a WALKER DEVELOPMENT, a partnership, and abandons all of its right, title and interest in and to the following: The Big Cottonwood Conduit, and the utility and the easement areas in which it is contained, in, over and across the following three (3) parcels of land located in Salt Lake County, State of Utah, to-wit:

PARCEL No. 1

A 66 foot easement, the centerline of which is described as follows: Beginning at a point on the Easterly line of the Northwest quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being approximately 1400 feet South from the North Quarter corner of said Section 25; thence running North 55°56' West 241 feet more or less to the point of curve of a 4° curve to the left (20' chords); thence along said curve 140.5 feet to the point of tangency of same; thence North 84°02' West 27 feet to the point of curve of a 4° curve to the right (20' chords); thence along said curve 100.3 feet to the point of tangency; thence North 63°58' West 313 feet to the point of curve of a 4° curve to the right (20' chords); thence along said curve 164 feet, to the point of tangency; thence North 31°10' West 99 feet to the point of curve of a 8° curve to the left (20' chords); thence along said curve 96.3 feet to the point of reverse curve of a 16° curve to the right (20' chords); thence along said curve 40 feet to the point of tangency; thence North 37°40' West 54 feet to the point of curve of a 16° curve to the left (20' chords); thence along said curve 97.6 feet to the point of reverse curve of a 12° curve to the right (20' chords); thence along said curve 90.7 feet to the point of tangency; thence North 61°46' West 36.3 feet to the point of curve of a 8° curve to the right (20' chords); thence along said curve 91.3 feet to the point of tangency; thence North 25°14' West 103.7 feet to the point of curve of a 10° curve to the left (20' chords); thence along said curve 116 feet to the point of tangency; thence North 83°14' West 24 feet to the point of curve of a 10° curve to the right (20' chords); thence along said curve 83.6 feet to the point of tangency; thence North 41°26' West 199.9 feet to the point of curve of a 18° curve to the right (20' chords); thence along said curve 64 feet to the point of reverse curve of a 18° curve to the left (20' chords); thence along said curve 66 feet to the point of tangency; thence North 43°14' West 128.5 feet to the point of curve of a 16° curve to the left (20' chords); thence along said curve 90 feet to the point of tangency; thence South 64°46' West 20 feet to the point of curve of a 16°

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curve to the right (20' chords); thence along said curve 49.8 feet to the point of tangency; thence North 75°24' West 174.2 feet to the point of curve of a 10° curve to the right (20' chords), thence along said curve 32.3 feet to the northerly line of said Section 25, being 514 feet South 89°55' East from the Northwest corner of said Section 25.

PARCEL No. 2

A perpetual right-of-way for a water conduit, said right-of-way consisting of a strip of land 66 feet wide. The center longitudinal line of said right-of-way begins at a point 1173 feet North 0°24' West from the Southeast corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 44°44' West 544.4 feet to the point of curve of a 20° curve to the right (20 foot chords); thence along said curve 116.4 feet to the point of tangency of same; thence North 71°40' East 130.4 feet to the point of curve of a 20° curve to the left (20 foot chords); thence along said curve 55 feet more or less to a point 900 feet South of the North line of the Southeast quarter of said Section 23.

PARCEL No. 3

A perpetual right of way for a water conduit, said right of way consisting of a strip of land 66 feet wide and 1322 feet long. The center longitudinal line of said right of way begins at a point South 89°55' East 514 feet from the Northwest corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along a 10° curve right (20 foot chords) 77 feet to point of tangency of same; thence North 20°45' West 280 feet to point of curve 10° curve right (20 foot chords); thence along said curve 73 feet to point of reverse curve 16° curve left (20 foot chords); thence along said curve 88 feet to point of tangency of same; thence North 54°48' West 30 feet to point of curve 12° curve right (20 foot chords); thence along said curve 90 feet to point of tangency of same; thence North 0°48' West 18 feet to point of curve 10° curve left (20 foot chords); thence along said curve 69 feet to point of tangency of same; thence North 35°28' West 250 feet to point of curve 8° curve right (20 foot chords); thence along said curve 63 feet to point of tangency of same; thence North 10°08' West 80 feet to point of curve 16° curve left (20 foot chords); thence along said curve 50 feet to point of reverse curve 16° right (20 foot chords); thence along said curve 84 feet to point of reverse curve 20° left (20 foot chords); thence along said curve 62 feet to point of tangency of same; thence North 44°44' West 8 feet to West line of property; same being North 0°24' West

1173 feet from the Southwest corner of Section 24,
Township 2 South, Range 1 East, Salt Lake Base and
Meridian.

DATED this _____ day of _____, 1982.

SALT LAKE CITY CORPORATION

By _____
MAYOR

ATTEST:

CITY RECORDER

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____ day of _____, 1982, personally
appeared before me TED L. WILSON and KATHRYN MARSHALL, who being
by me duly sworn, did say that they are the Mayor and City
Recorder, respectively, of SALT LAKE CITY CORPORATION, a
municipal corporation of the State of Utah, and said persons
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC, residing in Salt
Lake County, Utah

My Commission Expires:

cm39

No Fee

Wayne Harper
Wayne Harper

REC'D
DEP

Salt Lake City
JUN 21 10 48 AM '82

KATIE L. LUXON
RECORDER
SALT LAKE COUNTY
UTAH

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