

return to  
Dianne H. Butterfield  
Deputy City Recorder  
440 East 8680 South  
Sandy, Utah 84070

AGREEMENT NO FEE

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20 MARCH 91 11:29 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY SANDY CITY  
FOR BY: KARMA BLANCHARD DEPUTY

*[Handwritten signature]*

THIS AGREEMENT entered into on the 5 day of March,  
1981, by and between Sandy City, a municipal corporation of the  
State of Utah, hereinafter referred to as "CITY" and \_\_\_\_\_  
George M. Schreiter, residing in Salt  
Lake County, Utah, hereinafter referred to as "SCHNEITER".

WITNESSETH:

1. That the CITY and SCHNEITER own adjacent properties which, to the advantage of each party, may be traded and exchanged; and
2. That the CITY has placed upon property owned by SCHNEITER certain water lines which need to be maintained from time to time; and
3. That the CITY desires to obtain easements across property owned by SCHNEITER to allow for the flow and storage of irrigation water; and
4. That the CITY and SCHNEITER desire to reduce to writing certain understandings heretofore observed and followed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. That SCHNEITER shall sign the deeds and grants of easements as labeled Exhibits A, B, C, D, and E, which exhibits are attached hereto and made a part of this agreement.
2. That the CITY agrees to sign deeds and grants of easements labeled Exhibits F, G, H, and I, which exhibits are attached hereto and made a part of this agreement.

ORIGINAL DOCUMENT  
PROPERTY OF CITY RECORDERS OFFICE

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3. The CITY recognizes that SCHNEITER is operating a golf course open to the public, and it is necessary that the operation of the golf course shall not be interfered with by the CITY. That during the playing season the CITY shall not cause work to be done within the granted easements, except emergency repairs. That any major work within the subject easements shall be done only during the off season (November 15th to March 1st.).

4. In the event that the CITY makes repairs or major work within the granted easements, the CITY agrees to make such repairs as rapidly as possible and to re-sod and put the course back into the same condition it was in before the repairs or major work was accomplished.

5. The CITY agrees to provide sufficient water, without charge, to SCHNEITER to service the drinking fountains, business trailer and sprinkler activation system as they exist at the time of the signing of this agreement. Such water shall be metered for one year to determine the actual usage by SCHNEITER. In the event that SCHNEITER shall increase his water usage for the purposes above described, the CITY shall require, as a condition of continued service, payment from SCHNEITER for such overage.

6. The CITY agrees, with regard to certain water shares owned by the CITY in the Sandy Irrigation Company, as follows:

a. To grant to SCHNEITER the first right of refusal to rent 300 of the said shares during each irrigation season.

b. In regard to the rental of the water shares, SCHNEITER shall have the duty to notify the CITY no later than March 15th of each year should SCHNEITER desire not to rent any of the water shares during the particular watering season. In

the event that SCHNEITER fails to so notify the CITY, SCHNEITER shall be liable to the CITY for the rental charged on all 300 shares, regardless of the number of shares actually used by SCHNEITER.

c. The CITY agrees to charge to SCHNEITER the same rental rate as charged to all persons renting such water shares from the CITY.

d. At such time as the CITY shall be able to use the irrigation water, it shall give SCHNEITER at least 6 months notice that it intends to discontinue the rental of the shares of irrigation water to SCHNEITER.

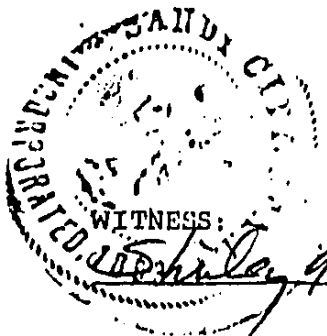
7. In the event that SCHNEITER develops to another use the property upon which is presently located a golf course, SCHNEITER shall have the right to connect into the CITY'S water lines which traverse SCHNEITER'S property. This right may be exercised only when such lines traversing SCHNEITER'S property are sufficient in size to provide water in sufficient amounts to meet the water flow requirements of the type of land use to which SCHNEITER may develop the property in question.

THIS AGREEMENT entered into on the date as first above set forth.

Lawrence P. Smith

George M. Schmitter

Edward R. Schmitter



William G. Brennan

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