

7702546

After recording mail to:

892 Crescent View Dr.
Sandy, ut. 84092

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7702546
08/22/2000 11:10 AM 16.00
Book - 8382 Pg - 3991-3993
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: ZJM, DEPUTY - WI 3 P.

BOUNDARY LINE AND RIGHT OF WAY AGREEMENT

This Agreement is made and entered into this ^{14th} day of August, 2000 by and between GREGORY P. LARSEN AND SANDRA G. LARSEN, husband and wife, hereinafter called "LARSEN" and SOUTH JORDAN CANAL COMPANY, hereinafter called "COMPANY".

WHEREAS, COMPANY acquired fee title to a certain parcel of land situate in Salt Lake County, State of Utah, 66 feet wide, 33 feet on each side of the centerline of the South Jordan Canal by that certain Indenture dated December 21, 1883 and recorded December 22, 1883 in Book "X" at Page 278 of official records

AND WHEREAS, LARSEN is acquiring or has acquired fee title to certain property situate in Salt Lake County, State of Utah described as follows:

BEGINNING at a point on the Easterly right of way line of the South Joran Canal, said point being North 89°56'45" East 1043.00 feet, North 0°07'43" East 447.285 feet and North 89°56'34" East 164.153 feet from the Southwest corner of the Northeast Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said canal right of way line the following 3 (three) courses: North 19°55'38" West, a distance of 255.168 feet; North 31°06'26" West, a distance of 170.847 feet; and North 10°53'24" West, a distance of 64.194 feet, and leaving said right of way line; thence North 89°56'23" East, a distance of 305.418 feet to the quarter-quarter section line; thence South 0°07'45" West, a distance of 864.244 feet, along said quarter-quarter section line, to the North right of way line of 11400 South Street; thence North 89°56'45" West, along said right of way, a distance of 15.465 feet, to the aforementioned South Jordan Canal right of way line; thence along said canal right of way the following 2 (two) courses: North 3°28'14" West, a distance of 136.839 feet, and North 18°22'16" West, a distance of 293.046 feet to the point of BEGINNING.

27-22-252-001

AND WHEREAS, the common boundary line dividing the parties' respective properties has been established by a survey of LARSEN'S property, said survey having been prepared July 31, 2000 by Byron T. Curtis, Registered Land Surveyor.

AND WHEREAS, said survey discloses, among other things, that a portion of the access road for the canal is located on LARSEN'S property.

AND WHEREAS, the parties mutually desire to set and establish the common boundary line between their properties.

AND WHEREAS, LARSEN'S access for ingress and egress requires use of a portion of the access road which is located partially on LARSEN'S property and mostly on COMPANY'S property.

AND WHEREAS both parties desire that the present location of said access road remain intact.

NOW THEREFORE, in consideration of the sum of THREE THOUSAND DOLLARS (\$3,000.00) paid by LARSEN to COMPANY, receipt of which is hereby acknowledged, LARSEN and COMPANY mutually agree as follows:

1) The common boundary line between the parties' respective properties as established by the said Survey dated July 31, 2000 is described as follows:

BEGINNING at a point which is South 89°56'45" East along the Section line 1308.745 feet and North 0°07'45" East 33 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on the North line of 11400 South Street and 33 feet East of the Centerline of the South Jordan Canal; and running the following 5 (five) courses parallel to and 33 feet from said canal centerline: 1) North 3°28'14" West 136.839 feet; 2) North 18°22'16" West 293.046 feet; 3) North 19°55'38" West 255.168 feet; 4) North 31°06'26" West 170.847 feet; 5) North 10°53'24" West 64.194 feet to the North line of LARSEN'S property.

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LARSEN does hereby Quit Claim to COMPANY, all right, title and interest in the land lying West of the common Boundary Line described above. COMPANY does hereby Quit Claim to LARSEN, all right title and interest in the land lying East of the common boundary line described above.

2) LARSEN does hereby grant to COMPANY and COMPANY does hereby grant to LARSEN, a perpetual Right of Way and Easement for ingress and egress to each parties respective property upon, over and across the following described property:

BEGINNING at a point on the North line of 11400 South Street and the East line of an existing dirt road used by the South Jordan Canal Company for access and maintenance to their canal, said point being South 89°56'45" East along the Section line, 1317.39 feet and North 0°07'45" East 33.00 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 8°58'08" West along the East line of said dirt road 100 feet; thence North 89°56'45" West 18.2 feet to the West line of said dirt road; thence South 8°58'08" East along said West line 100 feet; thence South 89°56'45" East 18.2 feet to the point of BEGINNING.

The rights granted herein are not granted to the public at large and are not transferable other than appurtenant to the adjacent property of LARSEN without the express written consent of COMPANY.

LARSEN, their heirs, successors and assigns, agree that they shall not at any time obstruct or otherwise interfere with the South Jordan Canal, interfere with any representative or agent of COMPANY maintaining, inspecting or otherwise performing services with respect to such Canal, or otherwise interfere with the COMPANY's use of the property described above for purposes of maintaining such Canal. In connection with the foregoing, LARSEN, their heirs, successor and assigns, agree that they shall not construct or erect any building, fence, or similar obstruction, or plant any tree, shrub or similar vegetation, on the property described above or which will in any way obstruct the use thereof for the purposes described herein.

LARSEN further agrees that COMPANY makes no representation or warranty of any kind regarding the condition of the road and accepts the use of such road for the purposes described herein AS IS. LARSEN shall make no improvement, alteration or modification to the road without the express written consent of COMPANY.

LARSEN, their heirs, successors and assigns, assume, and hereby agree to indemnify, defend, and hold harmless COMPANY, its affiliates, trustees, officers, shareholders, employees, consultants and agents, from and against any and all loss, cost, liability and expense (including without limitation attorney's fees, court costs and legal expenses and consultant's and expert's fees and expenses) incurred in connection with or relating to the above-described property (including all claims or proceedings for bodily injury and/or property damage), except to the extent caused solely by or arising solely out of the gross negligence of willful misconduct of COMPANY.

Dated this 14th day of August, 2000.

SOUTH JORDAN CANAL COMPANY

BY: Dale Bateman
DALE BATEMAN, President

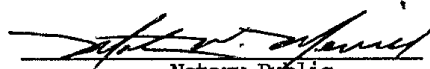
Gregory P. Larsen
GREGORY P. LARSEN
Sandra G. Larsen
SANDRA G. LARSEN

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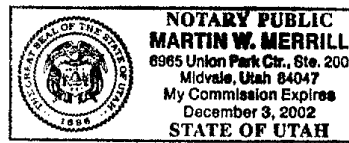
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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 14th day of August, 2000, personally appeared before me **DALE BATEMAN**, who being by me duly sworn, did say, ~~me~~ for himself, that he, the said **DALE BATEMAN** is the **PRESIDENT** of SOUTH JORDAN CANAL COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said **DALE BATEMAN** duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

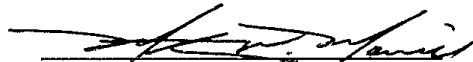

Notary Public

My Commission Expires: 12/3/2002
Residing at: SALT LAKE CITY, UTAH

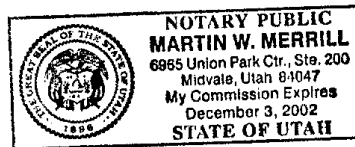


STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 18th day of August, 2000, personally appeared before me GREGORY P. LARSEN AND SANDRA G. LARSEN, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.


Notary Public

My Commission Expires: 12/3/2002
Residing at: SALT LAKE CITY, UTAH



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