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Irvin T. Nelson

Recorded at Fee Paid \$ 500 NELLIE M. JACK, Recorder Salt Lake County, Utah

by F Anselms Dep. Ref. 2075 Pleasant Way S.L.C. 17.

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A G R E E M E N T

Agreement made between Big Cottonwood Tanner Ditch Company, a corporation of Salt Lake County, State of Utah, hereinafter referred to as "Big Cottonwood", and ^{C.} Ellsworth Hansen of Salt Lake County, State of Utah, hereinafter referred to as "Applicant", and ^{C. E. Hansen} Horman ~~Construction Company~~, a ~~corporation~~ of Salt Lake County, State of Utah, hereinafter referred to as "Horman";

W I T N E S S E T H :

WHEREAS, applicant is the owner of Big Cottonwood water Certificate No. M2390 and the certain premises situated in the County of Salt Lake, State of Utah upon which a building is to be constructed by Horman, said premises

being more specifically described as follows: Commencing at a point 32.2 feet N 89° 40' E 74 feet along the N. side of 6200 S. Street from the SE Corner of Section 16, T. 2 South, R. 1 E., Salt Lake Base and Meridian and running thence N. 39.91 feet; thence N. 19° 50' W. 74.99 ft.; thence N. 88° 30' W. 148 ft. to the E. side of Highland Drive; thence along the E. side of Highland Drive N. 19° 50' W. 18 ft. to a point of tangency with an 1106.28 ft. radius curve to the right; thence N. along the arc of said curve, the E. side of Highland Drive 310.02 ft. more or less to the SW corner of the property leased by C. Ellsworth Hansen and Florence Hansen, his wife, to W. W. Mertlich by lease agreement, dated 9-30-1953, recorded in Office of the Co. Recorder of Salt Lake County on 9-30-1953, in Book 1037, at Page 572 as Entry No. 1345877; thence S. 88° 30' East 562.87 ft.; thence S. 5° 00' W. 418.49 feet, more or less to the North side of 6200 South; thence along the N. side of 6200 So. St., S. 89° 40' W. 274 ft., more or less to beginning; and,

WHEREAS, one share of Big Cottonwood water, represented by Certificate No. M2390 and said premises and building are to be leased by Horman from applicant; and,

WHEREAS, applicant and Horman desire to obtain from Big Cottonwood water for fire protection service for the premises and building hereinabove described and though Big Cottonwood is not obligated under its rules and regulations to provide a water connection and extension necessary to furnish such fire protection service, but is willing to make available to applicant and Horman the water connection and extension hereinafter described for such fire protection subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and for and in consideration of the mutual agreements herein contained, the parties do hereby mutually agree as follows:

1. Big Cottonwood hereby agrees to immediately grant to applicant and Horman a permit for a six-inch connection to Big Cottonwood's twelve-inch water main at a point near the above-described premises of Big Cottonwood's choice and to be designated by Big Cottonwood.
2. That the connection and extension will be used exclusively to serve an automatic fire fighting control system to be installed in the building above described in accordance with plans and specifications approved by Big

Cottonwood, prior to commencement of installation.

3. That the connection and extension shall be installed in accordance with the usual rules and regulations of Big Cottonwood applicable to all connections onto its water mains wherever applicable and at the sole expense of applicant and Horman.

4. That a Detector Check Device, which is a swing check valve with a small meter on the side, will be installed at a location near the property line of Big Cottonwood's choice to measure the water flow through the extension, said measuring device shall be covered by a meter box of a size and shape to meet the approval of the water master of Big Cottonwood. All of such installations shall be made at the sole expense of applicant and Horman.

5. That one share of water stock of Big Cottonwood represented by water Certificate No. M2390 shall be assigned on Big Cottonwood's books to this connection.

6. Upon completion of the extension to be installed hereunder Big Cottonwood agrees to take all reasonable steps not inconsistent with the reasonable conduct of its business and its service to other customers to make available at all times to applicant and Horman at the point of the water connection a maximum flow of water but Big Cottonwood does not obligate itself beyond the taking of such steps and does not guarantee delivery of water. It is expressly agreed that Big Cottonwood shall not be liable for any failure on its part to furnish water service as herein provided or for any damages arising out of or connected with such failure, if such failure shall be due to any cause or causes beyond its control.

7. That the water drawn through the connection and extension is to be used exclusively for fire protection and no connections of any kind are to be made onto the extension line other than to serve the fire fighting control system described above.

8. It is further agreed that if quantities of water are drawn through the extension that appear unreasonable and unexplainable for fire fighting purposes, then the applicant and Horman agree to install a "Fire Line Meter" to measure the flow of water through the extension in lieu of the Detector Check Device, at their sole expense.

9. In the event of a fire and the use of a large amount of water

through the connection and extension is to be determined by a board of arbitration, consisting of three water experts, whose decision is to be accepted as final. The members of the board of arbitration are to be selected as follows:

Big Cottonwood shall select one expert; the applicant and Horman shall select the second expert; the two experts then shall select the third expert.

It is understood and agreed that the amount of water the board of arbitration determines to have been used shall be paid in accordance with the current Salt Lake City water rates at the time of such determination, after proper credit has been given to the applicant and Horman for the one share of Big Cottonwood water stock assigned to the water connection and extension.

10. That all water delivered through the water connection and extension shall be paid promptly in accordance with the rules and regulations of Big Cottonwood and in no event shall payment be made later than thirty days after presentation of water bill by Big Cottonwood to applicant and Horman at _____, Salt Lake City, Utah.

11. That applicant and Horman will install in the meter box described above a six-inch shut-off valve in a manner and of a type that meets the approval of Big Cottonwood and which shall be accessible to Big Cottonwood at all times.

12. That applicant and Horman are obligated and do hereby assume the responsibility of keeping the water connection and extension in good repair and at their sole expense and to repair all water leaks promptly when discovered.

13. That in the event applicant and Horman fail to observe the covenants set forth in this agreement to be kept by them, and all other rules and regulations of Big Cottonwood now in force or hereafter from time to time adopted by Big Cottonwood, that Big Cottonwood is authorized to disconnect the water connection upon applicant's and Horman's failure to correct any violation within ten days after receiving written notice of such violation from Big Cottonwood.

14. This agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

DATED this 10th day of November, 1960.

ATTEST:
Lowell Nelson
Secretary

BIG COTTONWOOD TANNER DITCH COMPANY
By Harold J. Goodfellow
President

C. Ellsworth Hansen
Ellsworth Hansen

C. G. HORMAN ~~CONSTRUCTION COMPANY, INCORPORATION~~

ATTEST:

By C. G. Horman

Margaret A. Borchard

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 23rd day of December, 1960, personally appeared before me C. ELLSWORTH HANSEN and C. G. HORMAN, two of the signers of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 23rd day of December, 1960, personally appeared before me Horace T Godfrey and Irvin T Nelson who being by me duly sworn did say: that he, the said Horace T Godfrey is the President, and he, the said Irvin T Nelson is the Secretary of the Big Cottonwood Tanner Ditch Company and that said instrument was signed in behalf of said corporation by authority of its by-laws (or of a resolution of its Board of Directors) and the said Horace T Godfrey and Irvin T Nelson acknowledged to me that said corporation executed the same.

E. M. Walsh
Notary Public
Residing at Salt Lake City, Utah

2-10-62