

1343194

Recorded SEP 4 1958 at 11:45 a.m.
Request of David L Beardshall

Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 72.00 By DR Buey Deputy
Book 1032 Page 604 Ref. 2476 Hartford St

EASEMENT AND AGREEMENT

WHEREAS, David L. Beardshall and Helen R. Beardshall, his wife, as parties of the first part, are owners as joint tenants in fee simple of a tract of land, located and described as follows:

Beginning at a point South 1212.6 feet and East 535.8 feet from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 264 feet; thence East 165 feet; thence North 264 feet; thence West 165 feet to the place of beginning.

WHEREAS, Lionel L. Drage and Joan M. Drage, his wife, as parties of the second part, are buying on a contract, a tract of land now owned by parties of the fifth part, i.e. Bruce W. Peterson and Elva C. Peterson, his wife, as joint tenants in fee simple and described as follows:

Com 1204.5 ft S & 535.8 ft E fr NW cor Sec 22, T 2S, R 1E, SL Mer, S 8.1 ft; E 165 ft; S 264 ft; E 165 ft; N 265 ft; E 247.3 ft; N 38°32' E 6.4 ft m or l to pt due E fr beg; W 577.3 ft to beg. 1.1 Ac.

WHEREAS, John J. Worley and Margie J. Worley, his wife, as parties of the third part, are owners as joint tenants in fee simple of the following described tract of land:

Com 1211.6 ft S & 865.8 ft E fr NW cor Sec 22, T 2S, R 1E, SL Mer, S 265 ft; E 71.25 ft; N 29°11' E 117.41 ft; N 30°25' E 90 ft; N 38°32' E 111.2 ft m or l to pt due E fr beg; W 247.3 ft m or l to beg.

WHEREAS, Charlotte T. Fowlks, a widow, as party of the fourth part, is owner of a tract of land in fee simple described as follows:

Com 1476.6 ft S fr NW cor Sec 22, T 2S, R 1E, SL Mer, S 281.2 ft; E 762.5 ft; N 29°06' E 110.4 ft; N 33°48' E 191.9 ft; N 29°11' E 12.99 ft; W 937.05 ft to beg 5.48 Ac.

WHEREAS, the parties of the first part have between them registered with the S. L. C. Corp. Water Dept. one (1) only, share of Big Cottonwood Tanner Ditch water and together have one (1) three-fourths (3/4) inch connection to the water main at 6425 South Highland Drive. The same arrangement exists for the parties of the second and third part and party of the fourth part, thus making a total of four (4) shares of water and four (4) three-fourths (3/4) inch connections for the said parties.

WHEREAS, all the parties hereto, except parties of the fifth part, have together installed a two (2) inch water line in a five (5) foot strip of land owned by Charlotte T. Fowlks, which commences at the Southwest corner and runs East one hundred (100) feet along the South edge of the following described right of way:

Beginning at a point on the east side of a county road 26 feet East and 1476.6 feet South of the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence East 911.5 feet; thence South 29°11' West 12.99 feet; thence South 33°48' West 10.41 feet; thence West 898.93 feet; thence North 20 feet to the place of beginning.

Said water line commences at the watermain at 6425 South Highland Drive and runs East twenty seven (27) feet, where a two (2) inch meter has been installed, thence continues diagonally until it crosses the South edge of above mentioned right of way, thence East along said right of way.

THEREFORE, Charlotte T. Fowlks, as party of the fourth part, in consideration of the sum of one dollar (\$1.00) paid by the rest of the parties hereto, receipt of which by the party of the fourth part is hereby acknowledged, does hereby grant and convey to the rest of the undersigned parties, their heirs, grantees and assigns full and free right and authority to maintain said two inch water line and meter on

said land, together with the right to go upon said land to the extent reasonably necessary to maintain and keep said water line and meter in repair.

All the parties hereto mutually covenant and agree that said right to maintain a water line and meter given in the preceding paragraph shall be an easement appurtenant to the above described land of the parties of the first, third and fifth part and said easement shall be incapable of being transferred in any manner whatsoever independent of the land for which its benefit inures.

Parties of the first, second, third and fifth part covenant and agree that Charlotte T. Fowlks has the right to make a three-fourths (3/4) inch meter connection on the two (2) inch water line at about 525 feet or at about 735 feet from the two (2) inch meter, where two (2), two (2) inch tees have been installed, but by standing the expense of registering one additional share of Tanner Ditch water and making an additional three-fourths (3/4) inch connection at 6425 South Highland Drive, said party may take a three-fourths inch meter connection at the other aforementioned alternate two inch tee.

All the parties hereto further mutually covenant and agree as follows:

(1) That the cost of installation and all future maintenance and repair of the aforementioned two inch water line and meter shall be shared, one-fourth (1/4) between the parties of the first part and the same proportion to be shared by parties of the second and parties of the third part and party of the fourth part.

(2) That parties of the first, second, third and fourth part are to stand the expense of an individual take off line and also one individual three-fourths (3/4) inch meter.

(3) That a two (2) inch tee has been installed 650 feet East of the two inch meter for future installation and development of a fire hydrant for the common use of all parties hereto for the above described tracts of land and the expense to be shared on the same basis as mentioned above on the two inch line and meter.

(4) That all changes, improvements, withdrawals or additional connections to said two inch water line must be decided upon by a majority vote. Parties of the first part having one vote between them, likewise for parties of the second and parties of the third part and one vote for the party of the fourth part, thus making a total of four (4) votes, one for each described tract of land.

(5) That the covenants herein contained shall run with the land herein described and shall bind all parties hereto, their heirs, executors, administrators and assigns.

Dated and signed this ___ day of August, 1952.

David L. Beardshall
David L. Beardshall

Helen R. Beardshall
Helen R. Beardshall

}-Parties of the first part.

Lionel L. Drage
Lionel L. Drage

Joan M. Drage
Joan M. Drage

}-Parties of the second part.

John J. Worley
John J. Worley

Margie J. Worley
Margie J. Worley

}-Parties of the third part.

Charlotte J. Fowlke)-Party of the fourth part.
Charlotte T. Fowlks

Bruce W. Peterson)
Bruce W. Peterson)-Parties of the fifth part.
Elva C. Peterson)
Elva C. Peterson

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

On the 26th day of August, A.D. 1952

personally appeared before me

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires 5/24/53

Jack Smith
Notary public.
Residing in Salt Lake City, Utah

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

On the _____ day of August, A.D. 1952

personally appeared before me

Charlotte J. Parker
Charlotte, N.C.

... of the ...
... of the ...

| | |
|----------|-------|
| Wanted | _____ |
| Indexed | _____ |
| Photo | _____ |
| Abstract | _____ |
| Notes | _____ |

On the ... day of ...
personally appeared before me

the signers of the foregoing instrument, who did acknowledge to me that they executed the same.

[Signature]
Notary Public
My commission expires ...

County of ... State of ...

On the ... day of ...
personally appeared before me