

759 E. 3225 So. St.

1117961

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 1947, by and between SALT LAKE CITY, a municipal corporation of the State of Utah, first party, and Arben O. Clark of Salt Lake City, Utah, second party WITNESSETH:

WHEREAS, on the 20th day of June, 1931, David F. Miller as Grantor executed and delivered to First Party as Grantee a certain deed of conveyance, by its terms conveying to First Party all of the artesian, percolating, defined and natural sub-surface water, including all flowing wells, springs and water filings appurtenant or belonging to, underlying and contained in any artesian basin, underlying in whole or in part, in Sections 4, 5, 6, 7, 8, 9, 16, 17 and 18, Township 2 South, Range 1 East, S. L. B. & M., in Salt Lake County, and particularly all right, title and interest of said Grantor in and to said waters appurtenant and belonging to, underlying and contained in certain lands owned by said Grantor and particularly described in said deed, and the perpetual right to use said water, which deed is recorded of record in the office of the County Recorder of Salt Lake County; and

WHEREAS, by said deed said above named Grantor conveyed to First Party herein the exclusive right to drill for and/or develop in and upon said land then owned by said Grantor, the said water above described in any manner or method deemed necessary by First Party, including the right to prospect for and sink wells, all for the proper extraction, removal, and/or development of said water; and

WHEREAS, Second Party since the date of said deed above referred to has acquired and is the owner of that part of the land described in said deed described as follows: Commencing 3.5 chains South and 43.62 ft. East and 1028.78 ft. South from the Northwest corner of the Southwest quarter of Section 5, Township 2 South, Range 1 East, S. L. B & M., thence South 162.12 ft.; East 59.9 ft.; North 69° 30' East 124 ft.; South 616.13 ft.; East 454.08 ft.; North 731.35 ft.; East 228.68 ft. to beginning containing 7 acres.

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AND WHEREAS, said Second Party is desirous of securing water for use on his land from the said underground water by means of a well drilled upon said land.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1. First Party hereby grants to Second Party permission to drill a 3 inch well upon his said land and to this end to file application in Second Party's name with the State Engineer of Utah to drill and use water from said well and to take all necessary steps to perfect said application. First Party further grants permission to Second Party to draw water from said well, by flow or pump, for domestic and culinary uses for use upon Second Party's land above described.

2. During such time as Second Party shall use water from said well he shall pay to First Party the sum of \$ 12.00 per annum, payable annually in advance.

3. Upon and in the event it shall be adjudged and established by final decree of a court of competent jurisdiction that said deed of conveyance hereinabove referred to, executed and delivered to First party by said David P. Miller, as Grantor, as aforesaid, or any other deed, executed and delivered by anyone whomsoever to First Party and containing like provisions and purporting to convey similar rights as the deed hereinabove mentioned, had or has the legal effect of conveying to First Party the water, water rights, and rights to the use of water described and referred to in said deed, Second Party thereupon shall forthwith execute and deliver to First Party a proper deed of conveyance conveying to First Party all interest of Second Party in and to any water or rights to the use of water granted or vested in him by action of the State Engineer under Second Party's application to appropriate water from said well filed with said State Engineer, in the event said application is perfected prior to such final decree; and in the event said application to appropriate water is not perfected prior to such final decree, Second Party upon said decree becoming final agrees to forthwith execute and deliver to First Party a proper assignment of all of Second Party's right, title and interest in, to, and under said application to appropriate water from said well.

4. It is expressly understood and agreed that nothing herein contained shall be deemed in any wise as prohibiting or restricting <sup>Second Party</sup> First Party in the free and full exercise of any and all rights and privileges granted and obtained by it under said deed from said David P. Miller, or in drilling for or in developing or extracting and conveying away water in any manner or method deemed necessary upon the land described in said deed, or upon any part or parcel thereof, including Second Party's said land, formerly a part of said land described in said deed.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

SALT LAKE CITY,

By

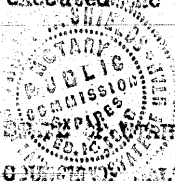
Frank J. Glade  
City Recorder

[Signature]  
Second Party

STATE OF UTAH

COUNTY OF SALT LAKE

On the 29th day of April, A.D. 1947, personally appeared before me Carl J. Glade and Irma P. Bitner, who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Salt Lake City, a Municipal corporation, and that the name of Salt Lake City was attached to the foregoing instrument by Carl J. Glade as Mayor and signed by him and countersigned by Irma P. Bitner as City Recorder, by authority of a motion of the Board of Commissioners of Salt Lake City passed on the 29th day of April, 1947, and the said persons acknowledge to me that said corporation executed the same.



Frank J. Glade  
Notary Public, residing at Salt Lake City, Utah

COUNTY OF SALT LAKE

On the 25 day of April, A.D. 1947, personally appeared before me Robert D. Seay, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Robert D. Seay  
Notary Public, residing at Salt Lake City, Utah

Recorded at Request of Salt Lake City Water Works at 10:08 AM Fee paid \$0.00  
Hazel Taggart Chase, Recorder Salt Lake County, Utah  
Book 2 Page 616 - Ref. 57-50-28-29  
57-63-44-45-29