

Recorded at Request of

FIRST SECURITY BANK OF UTAH, S.A.

JUL 16 1949

at 11:46 A.M. Fee paid \$ 4.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah

By Ed Schulte Dep. Book 694 Page 72 Ref. 140-128-7

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AGREEMENT

140-134-2 837-99-33
140-127-2
140-128-2 140-131-2

It is hereby agreed by and between COUNTY WATER SYSTEM, Inc., a corporation of the State of Utah, herein called "First Party", and Nick E. Papanikolas, John E. Papanikolas, E. L. Cannon, Glen H. Breeze and Cannon-Papanikolas Construction Company, and their successors in title and interest to the following described property in Salt Lake County, Utah:

Lots 17, 18, 19, 20, 28 and 29 in Pleasant View Heights Addition, all of Canyon Rim, Canyon Rim Addition and adjacent property owned by them in said area,

herein called "Second Parties," WITNESSETH:

In consideration of the payment of One Dollar and other good and valuable consideration, by Second Parties to First Party, and the transfer by Second Parties to First Party of all equity and interest they may have in the water mains now located in the public streets in said area, the First Party agrees to make available to Second Parties and their successors as above set forth, an adequate supply of culinary water for domestic or home use, such water to be acquired from Salt Lake City, or the Metropolitan Water District of Salt Lake City, Salt Lake County or other public source.

The culinary water is to be supplied perpetually, and is to be paid for by Second Parties to First Party at the established "Special County Rate" of Salt Lake City, and under substantially the same conditions and regulations.

It is understood that First Party has made application with the Public Service Commission of Utah to become a public utility and that its rates and operations may be subject to regulation by that body, as well as agreements and regulations governing the use of water by Salt Lake City and the Metropolitan Water District of Salt Lake City.

This agreement shall be binding upon the successors and assigns of the respective parties and is made for the benefit of the above parties and all subsequent owners and purchasers of any of the above property and the said subsequent owners and purchasers of any of the said properties shall acquire the same rights as to the obligation of the first parties herein as are granted to the second parties.

Witness our hands and seals this 25th day of June, 1949.

COUNTY WATER SYSTEM, Inc.

CANNON-PAPANIKOLAS CONSTRUCTION COMPANY

By W. Kenneth White
President

By John E. Papanikolas
Partner

By Thomas A. Lambert
Secretary

Nick E. Papanikolas
Nick E. Papanikolas

FIRST PARTY

John E. Papanikolas
John E. Papanikolas

E. L. Cannon
E. L. Cannon

Glen H. Breeze
Glen H. Breeze

SECOND PARTIES.

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 30th day of June A.D., 1949, personally appeared before me M. Kenneth White and Thos. A. Lambert who, being by me duly sworn did say, each for himself, that he, the said M. Kenneth White is the president, and he, the said Thos. A. Lambert is the Secretary of COUNTY WATER SYSTEM, Inc. 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 and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

April 14, 1952

Dennis Pitterborg
Notary Public

Residing in Salt Lake City, Utah



STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

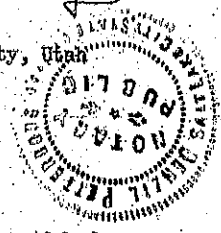
On the 30th day of June A.D., 1949, personally appeared before me JOHN E. PAPANIKOLAS, who being by me duly sworn did say that he is one of the partners of CANNON-PAPANIKOLAS CONSTRUCTION COMPANY, and that he executed the foregoing instrument on behalf of said partnership.

My Commission Expires:

April 14, 1952

Dennis Pitterborg
Notary Public

Residing in Salt Lake City, Utah



STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

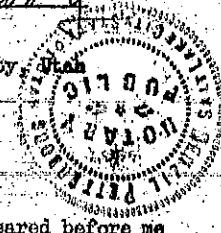
On the 30 day of June A.D., 1949, personally appeared before me JOHN E. PAPANIKOLAS, NICK E. PAPANIKOLAS and E. L. CANNON the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires:

April 14, 1952

Dennis Pitterborg
Notary Public

Residing in Salt Lake City, Utah



STATE OF IDAHO }
COUNTY OF BLAINE } ss.

On the 25 day of June A.D., 1949, personally appeared before me [Signature], the signer of the foregoing instrument who duly acknowledged the same.

My Commission Expires:

My Commission Expires Oct. 2, 1952

L. P. Neal
Notary Public

Residing in Salt Lake City, Utah

Blackfoot Idaho

