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BOOK 1486 PAGE 8

Recorded FEB 27 1958 at 3:40 P. M.
 Request of Irvin T. Nelson
 Fee Paid. Hazel Taggart Chase,
 Recorder, Salt Lake County, Utah
A G R E E M E N T \$ 30.10 By Irvin T. Nelson Deputy
 Ref. 2075 Pheasant Way

THIS AGREEMENT made and entered into this 22 day of December, 1955, SLC 17

at Salt Lake City, Utah, by and between BIG COTTONWOOD TANNER DITCH COMPANY,
 a mutual water corporation organized under the laws of the State of Utah, First
 Party, herein-after referred to as the "Company", and EDWARD N. BAGLEY AND HELEN
 Y. BAGLEY, his wife of Salt Lake City, Utah, hereinafter referred to as "Second
 Parties", and GLEN C. PEGLAU AND LILA M. PEGLAU, his wife, CHARLES STUART BAGLEY
 and GWEN G. BAGLEY, his wife, GEORGE T. HANSEN, JR., and BLANCHE B. HANSEN, his
 wife, ROBERT L. MOYLE and CAMILLA S. MOYLE, his wife, IRVIN T. NELSON and KATHLEEN
 BAGLEY NELSON, his wife, ISABEL BAGLEY BARTHOLOMEW, FREDERICK F. RISER and DENISE
 B. RISER, his wife, CLARENCE W. REESE and GWEN REESE, his wife, ARTHUR R. OVERLADE
 and GERTRUDE J. OVERLADE, his wife, HAROLD H. GLOBE and OLIVE CLOE, his wife, LOREN
 J. WESTHAVER and MONA WESTHAVER, his wife SOTER'S INCORPORATED, ALLEN A. MCKINNEY
 and ESTELLE MCKINNEY, his wife, JOHN S. McAFEE and PHYLLIS D. McAFEE, his wife,
 DONALD L. VOPAT and LENORE M. VOPAT, his wife, LELAND W. BROWN and THELMA T. BROWN,
 his wife, SAM F. SOTER and EVA S. SOTER, his wife, ~~EVERETT~~ BAGLEY, widower,
 HAROLD S. ELLSWORTH and VERA C. ELLSWORTH, his wife, L. PIERCE BRADY and BERNICE
 N. BRADY, his wife, FRED M. MOORE and WANDA L. MOORE, his wife, HENRY P. PLENK and
 AGNES M. PLENK, his wife, HARRY F. FORSEY and MORMA K. FORSEY, his wife, ALBERT L.
 ROWLEY and ETHEL D. ROWLEY, his wife, WILLIAM W. BOWERBANK and ELISE E. BOWERBANK,
 his wife, LEWIS J. EVANS and MERYDITH E. EVANS, his wife, all of Salt Lake County,
 State of Utah, hereinafter referred to as "Third Parties", WITNESSETH:

WHEREAS, Second and Third Parties desire to replace a two-inch connection
 from the Company line into a culinary pipeline distribution system, with a three and
 one-half inch connection to be metered through a four-inch compound meter, and

WHEREAS, Second Parties heretofore secured from the Company the aforesaid
 two-inch connection into the culinary pipeline distribution system as the owners of
 sixty shares of stock of the Company, and which said two-inch connection and culinary
 pipeline distribution system provided water for the following described property in
 Salt Lake County, State of Utah, then owned by Second Parties:

All of Cottonwood Glade as platted and recorded in the County Recorder's
 Office of Salt Lake County, together with the land hereinafter described in Paragraphs
 1, 2, 3, 4, 5, 6, 7, 8 and 9 of lands owned by Third Parties, and

WHEREAS, Second Parties have subdivided their said real estate heretofore
 described for the purpose of selling the same to others who will build their homes
 on said land, and

WHEREAS, all of the various tracts of said original property are to be served through this said common $3\frac{1}{2}$ -inch connection to the Company's pipeline, and

WHEREAS, Third Parties have purchased from Second Parties the following described real estate, being portions of that property heretofore described, and have each received from Second Parties the following shares of stock from said original sixty shares of stock of the Company owned by Second Parties, to-wit:

1. Gene C. Peglau and Lila M. Peglau, husband and wife, as joint tenants by Warranty Deed recorded August 23, 1946, Book 492, Page 656

Commencing in the center of a 2 rod road or right of way known as Pheasant Way, East 588.54 feet; North 883.1 feet; North $82^{\circ}28'$ West 43 feet from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian and running thence North $38^{\circ}16'$ West 140.36 feet; thence North 100.02 feet; thence North $85^{\circ}14'$ West 130 feet; thence South 100 feet; thence South $19^{\circ}15'$ East 112.34 feet to the center of said 2 rod right of way; thence along the center of said right of way South $85^{\circ}14'$ East 180 Feet to the place of beginning; reserving therefrom and additional rod on the South to widen Pheasant Way to a 3 rod road, and is the owner of 1 Shares.

2. Charles Stuart Bagley
By Warranty Deed recorded Feb. 8, 1935, Book 129, Page 583

Beginning at a point in the center of a 2 rod road or right of way 883.1 feet North and 588.54 feet East from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence along said right of way North $82^{\circ}28'$ West 124.15 feet; thence South 235.16 feet; thence East 206.51 feet to the center of a 2 rod right of way; thence along said right of way North 161 feet; North $49^{\circ}50'$ West 50 feet; thence North $63^{\circ}45'$ West 57.1 feet to point of beginning, and is the owner of 1 shares.

3. Lewis J. Evans and Merydith E. Evans, his wife.
Serial Number 18-2974

Commencing 588.54 ft. E. and 833.1 ft. N. and N. $82^{\circ}28'$ West 201.6 ft. and N. $85^{\circ}14'$ W. 379.7 ft. from S.W. corner of N.W. $\frac{1}{4}$ Section 15, T 2 S, R 1 E., S. L. B. M. S. 277.5 ft. E. 144.2 ft., N. 265.3 ft. N $85^{\circ}14'$ W. 144.7 to beginning. 0.88 acres. 1 share of water.

- 3-a ~~(a)~~ William A. Bowerbank and Elise E. Bowerbank, his wife

Lot #22 of cottonwood glade and is the owner of 1 share of water.

4. George T. Hansen, Jr., and Blanche B. Hansen, husband and wife, as joint tenants. By Warranty Deed recorded Jan. 13 1948, Book 583, Pages 573-4

Beginning at a point in the center of a 2 rod road or right of way, 588.54 feet East, 883.1 feet North, and North $82^{\circ}28'$ West 124.15 feet from a rock monument designated as the Southwest corner of the Northwest $\frac{1}{4}$ of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North $82^{\circ}28'$ West 77.45 feet along center of said 2 rod road; thence North $85^{\circ}14'$ West 83.32 feet along center of said road; thence South 252.5 feet; thence East 159.85 feet; thence North 235.16 feet to point of beginning. Containing .875 acre. Also 1 acre share of Big Cottonwood Tanner Ditch water.

5. Robert L. Moyle and Camilla S. Moyle, husband and wife, as joint tenants, by Warranty Deed recorded June 20, 1946, Book 481, Page 195-196

Beginning at a point in the center of a 2 rod road or right of way, 588.54 feet East, 883.1 feet North, North $82^{\circ}28'$ West 201.6 feet and North $85^{\circ}14'$ West 83.32 feet from a rock monument designated and accepted as the Southwest corner of the Northwest $\frac{1}{4}$ of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North $85^{\circ}14'$ West 151.68 feet along

the center of said two rod road right of way; thence South 265.3 feet; thence East 151.16 feet; thence North 252.5 feet to the point of beginning, containing 00.875 acre, and is the owner of 1 shares.

6. Irvin T. Nelson and Kathleen Bagley Nelson, by Warranty Deed recorded February 8, 1935, Book 129, Pages 582-83

Beginning at a point 1418.1 feet East and 1004.5 feet North from the Southwest corner of the Northwest 1/4 of Section 15, Township 2 South, Range 1 east, Salt Lake Meridian, and running thence West 182.5 feet: North 83°10' West 277 Feet; North 85°55' West 78 feet; South 46° 48' West 164.7 feet; South 59°55' West 46.67 feet and South 69°45' West 19.1 feet from the point of beginning; these six courses and distances are along the center of a 2 rod right of way or road, which 2 rod right of way is hereby reserved for road purposes; thence leaving said right of way and running North 418 feet more or less to grantors' North property line, which is the North line of the South half of the Northwest 1/4 of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian; thence running East 713.3 feet; thence South 315.5 feet, more or less, to point of beginning, containing 5 acres, and is the owner of 5 shares.

Except the following described portion of the above tract which has been heretofore deeded to the grantee:

Beginning 53 rods East from the Southwest corner of the Northwest 1/4 of the Northwest 1/4 Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence East 25 rods; South 16 rods; thence West 25 rods; thence North 16 rods to point of beginning.

7. Irvin T. Nelson, by Warranty Deed recorded February 8, 1935, Book 239, Page 581

Beginning in the center of a 2 rod road or right of way 1418.1 feet East and 1004.5 feet North from the Southwest corner of the Northwest 1/4 of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 315.5 feet more or less to grantor's North property line; thence East 599.5 feet to Grantor's East property line; thence South 315.5 feet more or less to a line due east from point of beginning; thence West 599.5 feet to point of beginning. Containing 4.2 acres. Excluding therefrom right of way or deeds heretofore given along the East line of this property. Also excluding a 1 rod strip of land running East and West joining the South line of this tract for general road and right of way purposes, and granting an additional 1 rod right of way running East and West joining and lying South of the South line of this tract, and is the owner of 5 shares.

8. Henry P. Plenk and Agnes M. Plenk, husband and wife, as joint tenants, by Warranty Deed recorded January 22, 1951, Book 830, Page 627

Beginning at the Northeast corner of Lot 11, Cottonwood Glade Subdivision, said Lot 11 being in the Northwest 1/4 Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence West 240 feet along the North line of said Lot 11, thence North 39°48' East 78.1 feet; thence North 88 feet; thence East 54 feet; thence South 73° 69' East 144.95 feet to Salt Lake City Canal right of way; thence South 106 feet along said canal right of way; thence West 2.6 feet more or less, to point of beginning, and is the owner of 1 shares.

9. Isabel Bagley Bartholomew, by Warranty Deed recorded February 8, 1935, Book 129, Page 581

Beginning at a point in the center of a 2 rod road or right of way 588.54 feet, 883.1 feet North, North 82°28' West 201.6 feet and North 85°14' West 277.87 feet from the rock monument set for the Southwest corner of the Northwest 1/4 of Section 15, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 85°14' West 101.83 feet; thence continuing along the center of said road, North 88°21' West 56.05 feet; thence North 244.35 feet; thence East 157.52 feet; thence South 254.4 feet to point of beginning. Containing 00.875 acres, and is the owner of 2 shares.

10. Frederick F. Riser and Denise B. Riser, his wife,
By Warranty Deed recorded in Book 866, Page 393

Lot 3 of COTTONWOOD GLADE, and is the owner of
shares. 1
11. Clarence W. Reese and Gwen Reese, his wife,
By Warranty Deed recorded in Book 582, Page 470

Lot 4, COTTONWOOD GLADE, and is the owner of
shares 1
12. Arthur R. Overlade and Gertrude J. Overlade, his wife,
By Warranty Deed recorded in Book 619, Page 248

Lot 5, COTTONWOOD GLADE, and is the owner of
shares. 2
13. Harold H. Gloe and Olive Gloe, his wife,
by Warranty Deed recorded in Book 596, Page 641

Lot 12, COTTONWOOD GLADE, and is the owner of
shares 1
14. Loren J. Westhaver and Mona Westhaver, his wife,
By Warranty Deed recorded in Book 756, Page 647

Lot 13, COTTONWOOD GLADE, and is the owner of
shares 1
15. Soter's Incorporated
By Warranty Deed recorded in Book 901, Page 1

Lot 14 of COTTONWOOD GLADE, and is the owner of
shares 1
16. Allen A. McKinney and Estelle M. McKinney, his wife,
By Warranty Deed recorded in Book 879, Page 306

Lot 15 of COTTONWOOD GLADE, and is the owner of
shares 1
17. John S. McAfee and Phyllis D. McAfee, his wife,
by Warranty Deed recorded in Book 632, Page 487

Lot 18, COTTONWOOD GLADE, and is the owner of
shares 1
18. Donald L. Vopat and Lenore M. Vopat, his wife,

Lot 19 of COTTONWOOD GLADE, and is the owner of
shares
19. Harry F. Forsey and Norma K. Forsey, his wife

Lot 9 of COTTONWOOD GLADE, and is the owner of
SHARES. 1
20. Leland W. Brown and Thelma T. Brown, his wife,
By Warranty Deed recorded in Book 766, Page 587

Lot 21 of COTTONWOOD GLADE, and is the owner of
shares 1

- 2f. Sam F. Soter and Eva S. Soter, his wife,
By Warranty Deed recorded in Book 840, Page 544
Lot 23 of COTTONWOOD GLADE, and is the owner of 1
shares.
- ~~23. Cyrene N. Bagley, a widower
By Warranty Deed recorded in Book 659, Page 51
Lot 27 of COTTONWOOD GLADE, and is the owner of _____
shares~~
- 24. Edward N. Bagley and Helen Y. Bagley, his wife
By Special Warranty Deed recorded in Book 741, Page 331
Lot 28 of COTTONWOOD GLADE, and is the owner of 1
shares
- 24. Harold H. Ellsworth and Vera C. Ellsworth, his wife
by Warranty Deed recorded in Book 815, Page 550
A ll of Lot 30 and the west 8 feet of Lot 29 of COTTON-
WOOD GLADE, and is the owner of one share
- 25. L. Peirce Brady and Bernice N. Brady, his wife
By Warranty Deed recorded in Book 657, Page 136
Lots 31 and 32 of COTTONWOOD GLADE, and is the owner of 2
shares
- 26. Fred M. Moore and Wanda L. Moore, his wife
By Warranty Deed recorded in Book 799, Page 338
Lot 33 of COTTONWOOD GLADE, and is the owner of 1
shares
- 28. Albert L. Rowley and Ethel D. Rowley, his wife
All of Lot 29 of COTTONWOOD GLADE, except the west 8 feet
thereof, and is the owner of one share
- 29. All other lots in COTTONWOOD GLADE are still owned by
Edward N. Bagley, and he is the owner of 9 shares,

and

WHEREAS, the undersigned Second and Third Parties, to-
gether with all of the future purchasers of the property from the
undersigned Second and Third Parties who may hereafter become owners
of portions of the real estate above described now owned by said
undersigned, desire and will desire to continue the withdrawal of
water from the Company's mains through a common connection or out-
let and through the joint use of a Company meter at the point of
diversion of said water from said Company's main into the pipeline
of the Second and Third Parties, and

WHEREAS, Second and Third Parties desire on behalf of
themselves and subsequent purchasers of portions of their said water
and land, to install and use meters for each home and water user
withdrawing water from the pipeline of Second and Third Parties,

NOW, THEREFORE, in consideration of the mutual covenants

MCKAY, BURTON, McMILLAN AND RICHARDS
 Attorneys and Counselors at Law
 Newhouse Building
 SALT LAKE CITY, UTAH

and agreements contained herein, the Company agrees that the 3½ inch connection heretofore made into the Company's main shall be continued as a common culinary connection of the Second and Third Parties, and provide to them such culinary waters as said Second and Third Parties shall be entitled to by virtue of said sixty shares of stock in the Company.

Second and Third Parties agree at their sole cost to pay for and install the connection and a four-inch compound meter on the pipeline of Second and Third Parties as near to the point of diversion from the Company's main as feasible, and to covenant with the Company, on behalf of themselves and all subsequent owners of said water rights, and of the land above described, now owned by Second and Third Parties, to pay to the Company for all excess water withdrawn through said Second and Third Parties' pipe line from the main of the Company in excess of that to which the said stock in the Company of said Second and Third Parties is entitled; said water to be paid for at the current rate charged by the Company to its stockholders for said excess water.

Second and Third Parties further covenant and agree with the Company, on behalf of themselves and all subsequent purchasers of water and land, as aforesaid, to maintain in a first-class and non-leakable condition the pipeline from the connection to the Company's main to the last point of distribution on the above described real estate.

Second and Third Parties further covenant and agree with said Company that there shall not be more than sixty connections made to the said pipeline of Second and Third Parties, and that no connection shall be larger than three-quarters (3/4) inch, except as there are shares allocated to such connection in the number and in accordance with the regulations of the Company and the total number of connections herein provided reduced accordingly; that is to say, that said pipeline shall not serve more than sixty homes with three-quarter (3/4) inch connections, and that no part of said water to which the sixty shares of stock of said Second and Third Parties are entitled shall be used to serve any property or homes,

other than the above described property and homes located thereon, so long as this Agreement shall remain in effect; that is to say, so long as said Company permits the maintenance of said 3½-inch connection to its main; it being expressly understood and agreed that said connection to its main may remain so long as the covenants and agreements herein contained are fully and completely performed by Second and Third Parties and their successors-in-interest.

Second and Third Parties further agree that each connection taken from the Second and Third Parties' pipeline leading from the Company's main to the above described property, and to homes located thereon, shall be metered by the Company, and the cost of installation and maintenance of said meters, as well as the replacement of same when necessary, shall be borne by Second and Third Parties and their respective successors-in-interest.

It is further agreed that Second and Third Parties, and their successors-in-interest, for the life of this Agreement shall pay to the Company the sum of One Dollar (\$1.00) per year per meter installed, as aforesaid, on connections from the pipeline of Second and Third Parties to said homes located upon the land described, to compensate the Company for the expense of reading said meters, recording the same and billing each individual connection from the said pipeline of said Second and Third Parties for the water withdrawn through said connection in excess of the water to which said connection is entitled by virtue of stock ownership in the Company.

It is further understood and agreed that if the total water withdrawn through all of said private meters shall be less than the water passing through the Company's meter located at or near the point of diversion of the Second and Third Parties' line from the Company main, and jointly used by all the water users on the property above described, then the said Second and Third Parties and their successors-in-interest shall jointly be liable to the Company for said shortage; that is to say, the difference between the reading of the joint Company meter and the total readings of the private individual meters located on connections taken from the pipeline of Second and Third Parties at the rate then charged by the

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Company to its stockholders for excess water; and Second and Third Parties and their successors-in-interest jointly agree to pay to the Company said rate for all excess water passing through the Company's meter and not recorded in the private meters of the individual users, as aforesaid.

Said payments are to be made twice a year, and on or before thirty (30) days after receipt of statement therefor, said meters to be read on or about April 1st and October 1st of each and every year, or more often if the Company shall so determine.

Second and Third Parties further agree that there shall be no more connections to the pipeline of Second and Third Parties than as in this contract expressly provided.

It is understood and agreed that in the event Second and Third Parties, or any of their successors, remain in default in the payment of water billed and rendered them by the Company for more than thirty (30) days, the Company shall have the right to enter upon the private premises of said Second and Third Parties and their successors-in-interest, or any of them, and shut off the water in the private meter located thereon, and that valves for that purpose shall be maintained at all times by the said Second and Third Parties and their successors-in-interest, such valves to be of proper design to permit of their being locked after having been shut off; and it is further agreed that the Company shall have the right to maintain the valves closed until the delinquent water bill shall have been paid in full, together with any costs or expenses incurred by the Company in connection with the shutting off of the water and the collection of said bill. The right of the Company to shut off the private meters of the said Second and Third Parties and their successors-in-interest shall not in any wise be abridged; otherwise, this Agreement may, at the option of the Company be canceled and said Second and Third Parties and their successors-in-interest be required to pay the Company for all excess water delivered by the Company through the Company's line to the said joint pipeline of Second and Third Parties.

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It is further understood and agreed that the 60 46 shares of stock in the Company owned by Second and Third Parties, as aforesaid, shall be appropriately stamped on the face thereof as being held subject to this Agreement and entitled to no further water connections, and if any subsequent transfers are made the transfers should bear this same notation.

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

BIG COTTONWOOD TANNER DITCH COMPANY

By Harry E. Howe
President

Attest:

First Party

Irvin Nelson
Secretary

Edward N. Bagley

Walter Y. Bagley
Second Parties

Olive Glover

Harold H. Glover

New owners of lot 18
Allen A. McKinney
Estelle McKinney

~~Dora Edith Prince~~

~~Charles Joseph Prince~~

~~New owners.~~

~~Kenneth R. Bowman
Emma L. Bowman~~

Mona S. Wether

Loren Wether

John P. McAfee

Phyllis D. McAfee

Henry P. Pleub

Agnes M. Pleub

Isabel Bagley Bartholomew

MCKAY, BURTON, McMILLAN AND RICHARDS
Attorneys and Counselors at Law
Newhouse Building
SALT LAKE CITY, UTAH

-IX- 10

Ruth Mayle
Laniella S. Mayle
Albert J. Rowley
Ethel Rowley
Charles Rowley
Miriam Gwen Bagley

H. E. Elsworth
Vera E. Ellsworth
M. E. Ellsworth
Lila M. Beglan

Fred M. Moore
George J. Hansen Jr.
Wanda L. Moore
Blanche B. Hansen

Don Vapat
Lenore M. Vapat
Lot 22 Cottonwood Bluffs
William W. Baumbank

Harry J. Forsay
Thomas K. Forsay

Eli E. Baumbank
Leland W. Brown
Thelma T. Brown

Arthur R. Overlade
Gertrude C. Overlade

Mrs. Dennis B. Riser
Frederick F. Riser

Lawrence W. Reese
Dwain R. Reese

W. Myrtle C. Council
Lena J. Evans

Eva L. Soter
Sam F. Soter

Lena Sue
By Sam F. Soter pres
A. Pierce Brady
Bernice N. Brady
Irene J. Nelson
Kathleen G. Nelson

McKAY, BURTON, McMILLAN AND RICHARDS
Attorneys and Counselors at Law
Newhouse Building
SALT LAKE CITY, UTAH

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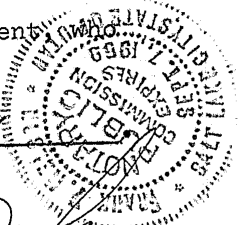
STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On the 22 day of December, 1955, personally
appeared before me the signers of the foregoing instrument
duly acknowledged to me that they executed the same.

My commission expires Sept. 7 1959

[Handwritten Signature]

Notary Public, residing at
Salt Lake City, Utah



McKAY, BURTON, McMILLAN AND RICHARDS
Attorneys and Counselors at Law
Newhouse Building
SALT LAKE CITY, UTAH