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MAY 3 - 1972  
Recorded at Draper Realty  
Request of Draper Realty  
Fee Paid JERADEAN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 700 By (S) Deputy  
Ref. \_\_\_\_\_

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of April, 1972, by and between DRAPER IRRIGATION COMPANY, a Utah corporation, hereinafter called "Draper," and WILLOW CREEK MESA CORPORATION, a Utah corporation, hereinafter called "Willow Creek,"

WHEREAS, Draper Irrigation Company owns a parcel of real estate 50 feet in width in southeast Salt Lake County, Utah, the center line of which is described as follows:

Beginning at a point 1340.4 feet South 89°40'41" East and 50 feet North 42°42' East from the West Quarter Corner of Section 22, Township 3 South, Range 1 East, S.L.B.M., and running thence South 42°42' West approximately ~~500~~ feet, more or less.  
1260' RC.

and

WHEREAS, Willow Creek owns adjoining property and desires to subdivide and develop the same, and

WHEREAS, Willow Creek desires to obtain from Draper a right-of-way across the above described property in order to construct a street thereon in conjunction with development of adjoining property, and

WHEREAS, Draper at the present time has an open rock irrigation ditch located in the center of the above described property, which ditch it desires to have covered and put underground,

NOW THEREFORE, for the consideration herein stated and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Willow Creek agrees to enclose the existing rock ditch on the above described property in a thirty inch concrete pipe culvert with trash barriers and other construction to be according to specifications approved by Draper. The aforesaid construction to be completed within two (2) years of the date of this agreement.

2. Upon satisfactory completion of the construction mentioned in the preceding paragraph by Willow Creek, Draper shall

grant to Willow Creek a right-of-way for a road over a fifty foot strip of property, the center line of which is described as follows:

Beginning at a point 1340.4 feet South 89°40'41" East and 50 feet North 42°42' East from the West Quarter Corner of Section 22, Township 3 South, Range 1 East, S.L.B.M., and running thence South 42°42' West approximately ~~650~~ <sup>1010 R.C.</sup> feet, more or less.

Said right-of-way grant shall be in the form of Exhibit "A" attached hereto and incorporated herein by reference.

3. Upon satisfactory completion by Willow Creek of the construction set forth in paragraph 1 above and after grant by Draper of the right-of-way set forth in paragraph 2 above, Willow Creek shall also have the right to drain the subdivision to be developed on the parcel of property immediately adjacent to the right-of-way and owned as of April 1, 1972 by Willow Creek, into the thirty inch irrigation culvert to be installed in place of Draper's existing ditch insofar as said thirty inch culvert and the balance of the ditch system owned by Draper are adequate to handle the waters of Draper Irrigation Company and the waters draining from the subdivision. Should the culvert or the balance of the ditch system become inadequate to handle the drainage, Willow Creek shall make satisfactory arrangements either by enlargement or otherwise for handling water.

4. Willow Creek, its successors and assigns, hereby agrees, upon the grant of the foregoing right-of-way by Draper, to perpetually repair and maintain the culvert to be installed in place of Draper's existing ditch so that the same is satisfactory for the carrying of Draper's irrigation water.

5. Should Willow Creek, or its successors or assigns, fail or refuse to construct the culvert as set forth herein in accordance with this agreement within the time allowed herein, this agreement shall be null and void and Draper shall be under no obligation to convey a right-of-way to Willow Creek. Further, should Willow Creek, or its successors or assigns, fail or refuse to repair and maintain the culvert placed on the right-of-way to handle the

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water of Draper, this agreement and the right-of-way granted hereunder shall terminate and Draper shall be entitled to possession of the property free from any claim of Willow Creek, its successors or assigns.

6. This agreement shall be binding upon the parties hereto and all parties deriving any interest from or under the parties hereto, whether by succession, assignment, decree or otherwise.

7. This agreement and the exhibit hereto contain all the terms, conditions and agreements between the parties hereto with respect to the foregoing right-of-way and the culvert to be built thereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.



DRAPER IRRIGATION COMPANY

By Richard Carlquist

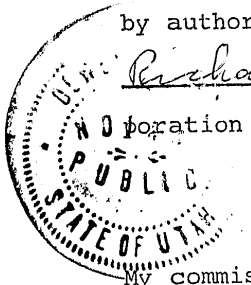
WILLOW CREEK MESA CORPORATION

By L. J. Heston Pres.

STATE OF UTAH )  
                                  : ss  
COUNTY OF SALT LAKE )

On the 14 day of April, 1972, personally appeared before me Richard Carlquist, who being by me duly sworn, did say that he is the President of Draper Irrigation Company, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said

Richard Carlquist duly acknowledged to me that said corporation executed the same.



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

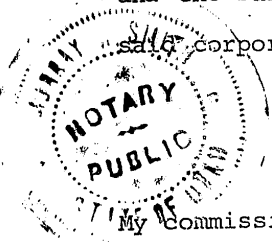
My commission expires:

11-20-74

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STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 14<sup>th</sup> day of April, 1972, personally appeared before me L. J. Heaton, who being by me duly sworn, did say that he is the President of WILLOW CREEK MESA CORPORATION, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said L. J. Heaton duly acknowledged to me that said corporation executed the same.



Murray W. Smith  
Notary Public  
Residing at Salt Lake City, Utah

My Commission expires:

Aug 3, 1972  
Residence, Draper, Utah

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EXHIBIT "A"

RIGHT-OF-WAY GRANT

Subject to the terms and conditions hereinafter stated, DRAPER IRRIGATION COMPANY, a Utah corporation, (hereinafter "Draper") hereby grants to WILLOW CREEK MESA CORPORATION, a Utah corporation, (hereinafter "Willow Creek") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a right-of-way to construct a street over a fifty foot strip of land, the center line of which is described as follows:

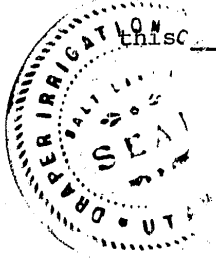
Beginning at a point 1340.4 feet South 89°40'41" East and 50 feet North 42°42' East from the West Quarter Corner of Section 22, Township 3 South, Range 1 East, S.L.B.M., and running thence South 42°42' West approximately ~~250~~ <sup>196</sup> feet, more or less. R.C.

The grant of the foregoing right-of-way is specifically subject to an existing irrigation ditch owned by Draper and running along the center line of said right-of-way, which ditch has been enclosed in a thirty inch concrete culvert. Grantee and its successors and assigns shall, as a condition to this right-of-way grant, perpetually maintain and repair said culvert and keep the same free from debris.

Grantee shall have the right to drain excess surface water from the subdivision developed on property immediately adjacent to the right-of-way into the irrigation culvert insofar as the aforementioned thirty inch culvert and the balance of the ditch system owned by Draper are adequate to handle the water of Draper Irrigation Company or its successors and assigns, together with drainage from the developed subdivision. Should said pipeline or the balance of the Draper Ditch System be inadequate to handle the water of Draper Irrigation Company and/or its assigns and the surface water, Grantee and its successors and assigns shall be obligated to make satisfactory arrangements either by enlargement or otherwise so that the system will adequately handle the surface water and the Draper water. The runoff to be channeled into the Draper Irrigation ditch shall be limited to surface water from that property adjacent to the right-of-way, owned as of April 1, 1972 by Willow Creek Mesa Corporation.

The officer who signs this Right-of-Way Grant hereby certifies that the Right-of-Way Grant and transfer represented thereby was duly authorized under a resolution adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer



this 14 day of April, 1972.

DRAPER IRRIGATION COMPANY

By Richard Carlquist

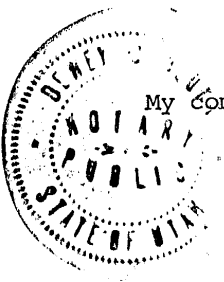
STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE        )

On the 14 day of April, 1972, personally appeared before me Richard Carlquist, who being by me duly sworn, did say that he is the President of DRAPER IRRIGATION COMPANY, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said Richard Carlquist duly acknowledged to me that said corporation executed the same.

[Signature]

Notary Public  
Residing at:

My Commission expires:  
11-20-74



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