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RECORDED
SALT LAKE COUNTY SEWERAGE
DISTRICT NO. 1
100 S 1000 E, Salt Lake County, Utah
H /
S. Nefel By G. Koenig Deputy
Ref. _____
SALT LAKE CITY, UTAH
84020

A G R E E M E N T

THIS AGREEMENT made and entered into this 18 day of January, 1974, by and between SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a Body Politic, hereinafter referred to as the "DISTRICT," and SOUTH JORDAN CANAL COMPANY, a corporation, hereinafter referred to as the "COMPANY."

W I T N E S S E T H:

WHEREAS, the Company presently holds certain rights-of-way and easements for the location and operation of its canal within a portion of the District's boundaries, and has heretofore held said rights-of-way and easements for a period of approximately 100 years; and,

WHEREAS, the District is engaged in the installation of a sewer system to provide for the collection and treatment of sewage for a portion of the residents of Salt Lake County and as a part of said project, is required to install a sewage collection line over, across, under and through lands occupied by the Company, and lands over which the Company has easements; and,

WHEREAS, the Company is willing on the terms herein provided, to permit the District to construct and install the necessary sewage collection lines across and under lands occupied by the Company, and lands on which the Company has easements,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Subject to the conditions hereinafter contained, the Company hereby grants the District, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called "Facilities,"

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said right-of-way being situated in Salt Lake County, State of Utah, over and through four parcels of the Company's land and/or easements lying within strips twenty (20) feet wide, said strips extending ten (10) feet on each side of, lying parallel and adjacent to a line of reference and projection thereof, more particularly described and set forth in Exhibit "A" attached hereto, and by this reference made a part hereof.

2. The District, its officers, employees, agents and assigns, shall have the right to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. The District shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

3. The District agrees that it will not fence in or in any way obstruct the property covered by this Agreement and over and through which this right-of-way is granted; and the District further agrees that the Company shall have free and unimpeded access to and use of those lands and easements described in Exhibit "A" and the service thereof where not inconsistent with the right-of-way and easement hereby granted the District; provided that the District shall not in any way interfere, impede or obstruct the repair, maintenance or operation of the canal in question.

4. Prior to commencing actual construction on the premises described in Exhibit "A", the District shall give timely notice to the Company's water superintendent or other designated representative in order to allow said representative to inspect the work as it progresses along the canal owned by the Company and to identify drains and other pertinent structures. The District further agrees to compensate the Company's representative for time reasonably spent in connection with inspection and coordination of the District's sewer line construction along the canal owned by the Company. The District shall pay the Company representative at the rate of \$5.00 per hour with a minimum of \$20.00 per day for each day said representative is required by either party to go on the

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job plus 12 cents per mile travel expense. In the event either party shall require the services of the Engineer retained by the Company in connection with construction of the District's sewer line along the canal, the District shall compensate said Engineer for time reasonably spent and costs incurred in connection with said Engineer's services. The Engineer shall be paid at the rate of \$15.00 per hour with a minimum of \$25.00 per day for each day said Engineer is required by either party to go on the job plus 12 cents per mile travel expense. The District shall pay the attorney's fees required by the Company in connection with this matter in the sum of \$650.00.

5. The District hereby agrees to indemnify and hold the Company harmless from any and all claims, demands, loss, damage, or liability in any manner arising out of or in any way connected with the easement granted herein, or the ownership, construction, use or maintenance of the sewer pipelines and related structures by the District over, under and through the rights-of-way and easements herein granted, including but not limited to, damages for injury to or death of persons and damage to property, real or personal, of others or the Company.

6. The District agrees that it will require any and all contractors employed by it to construct or maintain the sewer facilities on the rights-of-way herein granted to obtain and carry a public liability insurance policy in the amount of at least \$500,000.00 for injury or death arising out of a single occurrence and \$500,000.00 for injury to property arising out of a single occurrence. The Company shall be named as an additional insured on said policy and said insurance shall be primary and any other insurance available to the Company shall be excess.

7. The Company shall not build or construct or permit to be built or constructed any buildings, or other improvements over or across said rights-of-way and easements, nor change the contour thereof, without the written consent of the District, which said consent shall not be unreasonably withheld.

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8. It is expressly understood that the Company has made no representations or warranties to the District as to the Company's right, title and interest in the described premises. In the event the Company has no right to grant any of the easements or rights-of-way herein described, there shall be no liability of any kind or nature on the part of the Company, its officers or agents to the District or any other person therefor. It is further understood that in the event the easements granted hereunder are at any time challenged or contested by third parties, not parties to this Agreement, the Company agrees in every reasonable manner to assist the District in defending and protecting the rights-of-way and easements granted under this Agreement to the District, provided that all expenses, attorney's fees, judgments that may be entered against the Company, or other charges incurred by the Company arising out of or in any way connected with such challenge or contest shall be paid by the District and the District shall save the Company harmless therefrom.

9. It is expressly understood that it is the intent and desire of the parties hereto, to cooperate with one another wherever possible in providing the respective services to the public in the most efficient and economical manner possible. All terms and conditions herein set forth shall be construed so as to reflect this spirit and intent of the parties.

10. (a) The portion of the Canal where the easements herein referred to are granted is a dangerous and high risk area for washout and other problems. The Company has constructed a series of drains in the Canal banks for the purpose of draining the water out of them, keeping them dry and maintaining their integrity. From the time the water is turned in the Canal each year until it is turned out, which is a period of approximately six months each year, it is necessary to patrol the Canal banks on a daily basis, and depending on the degree of danger that exists, this patrol may have to be made several times each day. It is to the mutual interests of the District and the Company that this area of the Canal be patrolled. The costs and expenses of patrolling the area of the Canal

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in question shall be paid equally by the District and the Company. The Company will be responsible for seeing that the patrolling of the section of the Canal in question is accomplished. Each year after the water is turned out of the Canal the Company will bill the District for one-half of all of the costs and expenses incurred by the Company for maintaining such patrol and the District shall within 30 days from the date of such billing pay the Company its share of the expenses.

(b) In the event a washout of the Canal occurs and damage is caused to the sewer lines or related structures of the District, there shall be no liability therefor on the part of the Company for such damage even though such damage may have been caused through the negligent acts or omissions of the Company, and the District hereby releases the Company from any claims, demands, or liability that it may have on account of injury or damage to the sewer lines or related structures of the District whether caused by the negligence of the Company, its officers, agents or employees or otherwise.

(c) The drains referred to herein have been working successfully for many years in keeping the Canal bank dry and in aiding in maintaining its integrity. The District shall restore the Canal bank to its original condition as nearly as possible and shall be obligated to restore the drainage system so that the Canal banks are kept in a dry condition.

11. For each place where the sewer pipeline crosses the Canal whether the line is placed under or over the Canal, the District shall pay the Company \$25.00 for each such crossing.

12. It is recognized by the parties that the Company will be required to turn the water in the Canal on or about April 15 of each year. The District shall complete all construction contemplated under this agreement on or before April 15, 1974, and shall have the Canal banks restored to such condition that the water can be turned in at the time indicated, and this obligation shall include, without limitation, restoration of the drainage system required to keep the Canal

banks dry and to maintain their integrity.

13. This right-of-way and easement grant and agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, personal representatives and successors-in-interest of the parties hereto.

14. The District agrees that in the event either of them default in any of the terms or covenants herein contained, that the defaulting party will pay the costs and expenses when they arise in the enforcement of this Agreement, including reasonable attorney's fees, whether incurred through the commencement of legal action or otherwise.

IN WITNESS WHEREOF, the parties have set their hands through their
duly authorized representatives as of the day and year first hereinabove written.

ATTEST: *John B. B.* SALT LAKE COUNTY SEWERAGE IMPROVEMENT
DISTRICT NO. 1

SALT LAKE COUNTY SEWERAGE IMPROVEMENT
DISTRICT NO. 1

By Joseph A. Wark
ITS: Chairman/Board of Trustees

ATTEST:

SOUTH JORDAN CANAL COMPANY

By Colonel W. W. Whetstone
ITS: President

STATE OF UTAH

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Seymour J. Godfrey
Vice President

COUNTY OF SALT LAKE

: ss.

Vice President

ss. *Vice President*

On this 17 day of January, in the year 1974, before me
Kirkley Ann Weeke, a Notary Public of Salt Lake City, Utah, duly commissioned and sworn, personally appeared
Joseph W. Weeke, known to me to be the person whose name is
subscribed to the within instrument, signing as Chairman of the Board of Trustees
of Salt Lake County Sewerage Improvement District No. 1, and acknowledged
to me that such Improvement District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

My commission expires

~~NOTARY PUBLIC~~
Residing in Salt Lake City, Utah

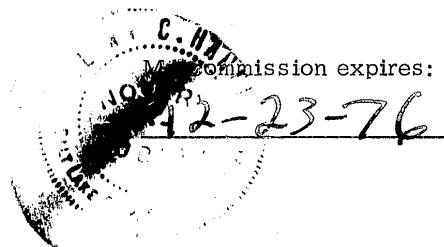
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STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On this 18th day of January, in the year 1974, before me

GLENN C. HANNI, a Notary Public of said State,
duly commissioned and sworn, personally appeared LELAND W. WITHERS and
SEYMOUR J. GODFREY, known to me to be the persons whose names
are subscribed to the within instrument, signing as President and Vice-President
of South Jordan Canal Company, and acknowledged to me that said South Jordan
Canal Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.



Glenn C. Hanni
NOTARY PUBLIC
Residing at Salt Lake City, Utah

12-23-76
12-23-76

Exhibit "A"

SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT #1

Part of North East quarter of Section 34, T. 3 S., R. 1 W.,
Salt Lake Base and Meridian.

Beginning at a point on the West right-of-way of 1500 West Street said point lying N. $89^{\circ} 58' 55''$ E., along the center line of 12600 South Street, 1292 feet, more or less, and South along the west right-of-way of 1500 West Street, 625 feet, more or less; running thence West 245 feet thence S. 37° W., 230.0 feet to a point on the Northeasterly right-of-way of a Cul-de-Sac at the East end of 12730 South Street.

Tract No. NE 34-1
O. Riverton Motor Co.
PE 0.072 Acres (158 l.f.,)

Tract No. NE 34-2
O. South Jordan Canal Co.
PE 0.033 Acres (72 l.f.)

Tract No. NE 34-3
O. City of Riverton
PE 0.112 Acres (245 l.f.)

Exhibit A

February 7, 1973

Part of the East Half of Section 3, T. 4 S., R. 1 W., Salt Lake Base and Meridian.

Beginning on the South line of said Section 3 at a point lying Westerly 1,850 feet, more or less, from the Southeast Corner of said Section 3, and running thence N. $8^{\circ} 30'$ E. 120 feet; thence N. $3^{\circ} 15'$ E. 400 feet; thence N. $52^{\circ} 45'$ W. 200 feet; thence N. $37^{\circ} 45'$ E. 350 feet; thence N. $8^{\circ} 45'$ E. 200 feet; thence N. $47^{\circ} 00'$ E. 350 feet; thence N. $80^{\circ} 30'$ E. 240 feet; thence N. $55^{\circ} 00'$ E. 320 feet; thence N. $78^{\circ} 15'$ E. 335 feet; thence N. $33^{\circ} 45'$ E. 400 feet; thence N. $37^{\circ} 00'$ W. 200 feet; thence N. $3^{\circ} 45'$ E. 220 feet; thence N. $16^{\circ} 45'$ E. 400 feet; thence N. $60^{\circ} 00'$ E. 140 feet; thence N. $51^{\circ} 15'$ E. 220 feet; thence N. $60^{\circ} 15'$ E. 145 feet, to the East line of said Section 3 and the Centerline of 1300 West Street.

Tract No. E3-1

Owner: LaVerne Crane

Permanent Easement: 0.062 acres (135 l.f.)

Tract No. E3-2

Owner: Velma and Ellen Heaton

Permanent Easement: 0.659 acres (1435 l.f.)

Tract No. E3-3

Owner: South Jordan Canal Company

Permanent Easement: 0.372 acres (810 l.f.)

Tract No. E3-4

Owner: Lawrence S. and Maude J. Stromberg

Permanent Easement: 0.253 acres (550 l.f.)

Tract No. E3-5

Owner: William R. and Olive Jones

Permanent Easement: 0.438 acres (955 l.f.)

Tract No. E3-6

Owner: William Sr. and Lawrence L. Cook

Permanent Easement: 0.163 acs. (355 L.F.)

Exhibit "A"

February 7, 1973

Part of the Northwest Quarter of Section 2, T. 4 S., R. 1 W.,
Salt Lake Base and Meridian.

Beginning on the West line of said Section 2 at a point lying Southerly 2,274 feet, more or less, from the Northwest Corner of said Section 2, and running thence N. $62^{\circ} 00'$ E. 255 feet; thence N. $49^{\circ} 30'$ E. 400 feet; thence N. $51^{\circ} 15'$ E. 395 feet; thence N. $4^{\circ} 15'$ E. 250 feet; thence N. $7^{\circ} 15'$ E. 290 feet; thence N. $46^{\circ} 15'$ E. 130 feet; thence N. $23^{\circ} 45'$ E. 250 feet; thence N. $43^{\circ} 15'$ E. 300 feet; thence N. $7^{\circ} 00'$ E. 305 feet; thence N. $74^{\circ} 00'$ W. 400 feet; thence N. $21^{\circ} 30'$ W. 175 feet, more or less, to a point on the North line of said Section 2, lying Easterly 875 feet, more or less, from said Northwest Corner.

Tract No. NW2-1

Owner: South Jordan Canal Company
Permanent Easement: 0.062 acres (135 l.f.)

Tract No. NW2-2

Owner: Betty and J. Maurice Bringhurst
Permanent Easement: 0.581 acres (1265 l.f.)

Tract No. NW2-3

Owner: Bert L. and Thelma E. Brown
Permanent Easement: 0.280 acres (610 l.f.)

Tract No. NW2-4

Owner: Raymond W. and Myrth I. Bills
Permanent Easement: 0.193 acres (420 l.f.)

Tract No. NW2-5

Owner: Nels E. Peterson and Mildred P. Tueller
Permanent Easement: 0.331 acres (720 l.f.)

Exhibit "A"

February 7, 1973

Part of the Northeast Quarter of Section 10, T. 4 S., R. 1 W.,
Salt Lake Base and Meridian.

Beginning on the West line of the Northeast Quarter of said
Section 10 at a point lying Southerly 695 feet, more or less,
from the North 1/4 Corner of said Section 10 and running thence
N. 75° 00' E. 190 feet; thence N. 54° 00' E. 300 feet; thence
N. 57° 30' E. 400 feet; thence N. 8° 30' E. 255 feet, more or
less, to a point on the North line of said Section 10, lying
Easterly 802 feet, more or less, from said North Quarter Corner.

Tract No. NE10-1

Owner: South Jordan Canal Company ①

Permanent Easement: 0.055 acres (120 l.f.)

Tract No. NE10-2

Owner: Spring View Farms, Inc.

Permanent Easement: 0.471 acres (1025 l.f.)

South Jordan Canal Easements (Crossings)

Beginning at a point of intersection 35 feet East, more or less, of the centerline of Redwood Road a approximately 14200 South and the South Jordan Canal said point, also, lying on the centerline of a North-South utility easement.

Beginning at a point of intersection of the South Jordan Canal and 14400 South, said point lying 25 ft. South, more or less, of said intersection, said point, also, lying on the centerline of an East - West utility easement.

Beginning at a point of intersection of the South Jordan Canal and approximately 11800 South, said point, also, lying on the centerline of a Northeasterly - Southwesterly utility easement.

Beginning at a point lying 14 feet East of the intersection of 1300 West and approximately 10500 South Street and the South Jordan Canal, said point lying on the centerline of a North - South utility easement.

Beginning at a point lying 625 feet, more or less, East of Redwood Road and approximately 14300 South, said point lying on the centerline of an East - West utility easement.

Beginning at a point lying 13 feet South of the centerline of 12600 South and the intersection of the South Jordan Canal, said point lying on the centerline of an East - West utility easement.

Beginning at a point lying 300 feet, more or less, West of 1500 West Street and approximately 12700 South, said point lying on the centerline of a Northeasterly - Southwesterly utility easement.

Beginning at a point lying 20 feet North of the intersection of the centerline of 12800 South Street and the South Jordan Canal, said point lying on the centerline of an East - West utility easement.

Beginning at a point lying 5 feet North of the intersection of the centerline of 13200 South and the South Jordan Canal, said point lying on the centerline of an East - West utility easement.

Beginning at a point of intersection of 1300 West, approximately 13700 South, and the South Jordan Canal, said point lying on the centerline of a North - South utility easement.

Beginning at a point lying 320 feet East, more or less, of Redwood Road, approximately 9400 South, and the intersection of the South Jordan Canal, said point lying on the centerline of an East - West utility easement.

Beginning at a point of intersection of the South Jordan Canal and approximately 11100 South, said point lying on the centerline of an East - West utility easement.