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AGREEMENT

2501 David A. Wright  
David A. Wright

SECURITY TITLE CO.  
REF. 019

SEP 29 2 11 PM '80

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

This Agreement is made as of the 26<sup>th</sup> day of September, 1980, by Joy Dunyon & Associates, a Utah limited partnership and Dennis<sup>R</sup> Dunyon ("Grantor") and R. M. Wright & Sons, a Utah limited partnership and C. Richard Wright, an individual ("Grantee").

R E C I T A L S

WHEREAS, contemporaneous with this Agreement Grantor is conveying to Grantee that certain real property located in Salt Lake County, Utah which is more particularly described on Exhibit "A" attached hereto and herein incorporated by reference (the "Benefited Parcel"); and

WHEREAS, following the conveyance of the Benefited Parcel Grantor will still own certain additional property adjacent to the Benefited Parcel, which additional property is legally described on Exhibit "B" attached hereto and herein incorporated by reference (the "Burdened Parcel"); and

WHEREAS, as a material consideration of the purchase by Grantee of the Benefited Parcel, Grantor is conveying the easement and rights herein granted;

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The Easement. Subject to all of the restrictions herein-after set forth, Grantor hereby grants to Grantee a perpetual nonexclusive easement over, under and across the Burdened Parcel, which easement shall be appurtenant to and for the benefit of the Benefited Parcel (the "Easement"). The Easement shall be limited to the following uses: Should Grantee deem it advisable to file for and develop water upon the Burdened Parcel for use in connection with Grantee's development and use of the Benefited Parcel, Grantee shall have the right to enter upon the Burdened Property to test for and develop water thereon, to transport water from the point of development by pipe or other means to the Benefited Parcel, to return any unconsumed water to the Burdened Parcel for reinjection and to construct, repair, replace and maintain all facilities in connection therewith; provided such uses shall be subject to the following restrictions: Prior to Grantee's exercise of the easement rights herein granted, Grantee shall first advise Grantor of the use to which Grantee intends to place the Easement and Grantor, upon review of such intended use, shall have the right to reasonably approve the location of our facilities to be used in the diversion, trans-

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DRU No. F 201105

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port and reinjection of the water. Grantor shall have the additional right to require Grantee to locate any pipes for use in the transport of water to or from the Benefited Parcel to be located underground. Upon Grantor's approval of the proposed location of the aforementioned facilities, Grantor shall grant to grantee a perpetual easement over, under and across such locations, which easement shall be appurtenant to the Benefited Parcel and shall be restricted in use to the purposes herein stated.

2. Grantor's Existing Water Rights. Seller presently holds the following water rights ("Grantor's Water Rights") upon the Burdened Property:

- A. Water Right No. 57-3421: Pertaining to .45 cubic feet per second for domestic stock watering and irrigation purposes from January 1 to December 31.
- B. Water Right No. 57-3420: Pertaining to .24 cubic feet per second for irrigation, stock watering, fish and beaver propagation.

Grantee presently holds an existing water right, granted under A-52612, which right pertains to Grantee's right to use 1.25 second feet of water for process heat and direct space heating ("Grantee's Water Right"). So long as Grantee's Water Right is not limited by reason of prior water rights, water shortages or other such occurrences, Grantee's Water Right is adequate for Grantee's intended use of the Benefited Parcel. However, if Grantee's Water Right is limited by reason of prior water rights, water shortages or other such occurrences, Grantee may have need for additional water rights to use for process heat and direct space heating. In such an event, Grantee shall have the right, subject to Grantee's receipt of all necessary governmental approvals, to divert from the Burdened Parcel to the Benefited Parcel part or all of the water governed by Grantee's Water Rights; provided that in no event shall such water be used for any purpose other than process heat and direct space heating and provided further than Grantee shall return all water so diverted back to the point on the Burdened Property from which it was diverted.

3. Covenant of Cooperation. Should it be necessary for Grantee to make any governmental filings or participate in any governmental procedure in connection with Grantee's exercise of its rights herein granted, Grantor will cooperate with Grantee in doing such acts, including but not limited to the execution by Grantor of documents necessary to the exercise of such rights.

4. Rights and Burdens Run With Land. All of the rights and burdens herein created, whether they pertain to easements or water rights, shall benefit the Benefited Parcel, shall burden the Burdened Parcel and shall run with the land forever.

5. Successors. All of the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the respective heirs, executors, successors, grantees and assigns of Grantor and Grantee.

6. Separability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and such term or provision of this Agreement shall be valid and enforced to the extent permitted by law.

7. Costs and Attorneys Fees. In the event that any party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover a reasonable attorney's fee and costs from the other party to be fixed by the court in the same action.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first above written.

"GRANTOR"

Joy Dunyon & Associates, a Utah  
limited partnership

By *Joseph Dunyon*  
A General Partner

*Dennis R. Dunyon*  
Dennis R. Dunyon

"GRANTEE"

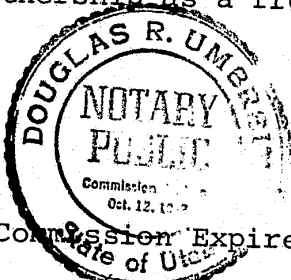
R. M. Wright & Sons, a Utah limited  
partnership

By *Garth M. Wright*  
A General Partner

*Richard Wright*  
C. Richard Wright

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On September 26, 1980, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Joy R. Donyon, who did acknowledge to me that he is a general partner of Joy Donyon & Associates, a Utah limited partnership, and that in such capacity he did execute the within instrument on behalf of said partnership as a free and willing act on behalf of said partnership.



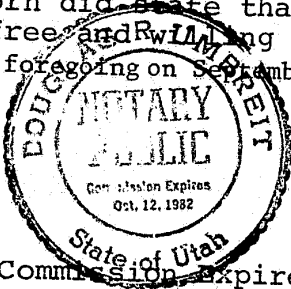
My Commission Expires:

10/12/82

Douglas R. Umbricht  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

Before me, a Notary Public in and for the above referenced state and county, appeared DENNIS DUNYON, who upon being duly sworn did state that he did execute the foregoing instrument as a free and willing act on his own behalf. Said Dennis R. Donyon executed the foregoing on September 26, 1980.



My Commission Expires:

10/12/82

Douglas R. Umbricht  
Notary Public  
Residing at Salt Lake City, Utah

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On September 26, 1980, before me, the undersigned, a Notary Public in and for said state and county, personally appeared RALPH M. WRIGHT, who did acknowledge to me that he is a general partner of R. M. WRIGHT & SONS, A Utah limited partnership, and that in such capacity he did execute the

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EXHIBIT "A"

Tract 1

22 The East 822.53 feet of the Southwest quarter of the Northwest quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING: Beginning at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South  $0^{\circ}34'36''$  West 772.53 feet along the 40 acre line; thence North  $89^{\circ}35'19''$  West 50.00 feet; thence North  $0^{\circ}34'36''$  East 772.53 feet to the 40 acre line; thence along said line South  $89^{\circ}35'19''$  East 50.00 feet to the point of beginning.

Tract 2

BEGINNING at a point which is North  $89^{\circ}35'19''$  West 50.00 feet along the 40 acre line from the Northeast corner of the Southwest quarter of the Northwest quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}35'19''$  West 772.53 feet along said 40 acre line; thence North  $0^{\circ}34'36''$  East 50.00 feet; thence South  $89^{\circ}35'19''$  East 772.53 feet; thence South  $0^{\circ}34'36''$  West 50.00 feet to the 40 acre line and said point of beginning.

Together with any and all appurtenances thereto, and the following described water rights: A) a right to use 1.25 second feet of water for process heat and direct space heating, granted to Joy Dunyon under A-52612, the point of diversion of which has been approved for a change under Change Application a-11288. The new point of diversion is North 811 feet and East 579 feet from the West 1/4 corner of Section 12, T4A, R1W, SLB&M.

EXHIBIT "B"

The Legal Description of the Burdened Parcel

Tract 1: The Southwest quarter of the Northwest quarter of Section 12, T.4S., R.1W., SLB&M, less and excepting the East 822.53 feet thereof.

Tract 2: Commencing at the East quarter corner of Section 11, T.4.S., R.1W., SLB&M, thence South  $89^{\circ}52'46''$  West 1162.5 feet along the East-West quarter section line to the easterly line of the Utah Power & light Company property; thence along said easterly property line the following two courses: North  $2022'12''$  West 558.34 feet, thence North  $35^{\circ}30'09''$  East 939.70 feet to the North line of the South East quarter of the North East quarter of Section 11, thence North  $89^{\circ}42'37''$  East 654.07 feet along said North line to the East line of Section 11, thence South  $0^{\circ}36'51''$  West 1323.8 feet along the East line to the point of beginning.