

When Recorded Mail to:  
Utah Title and Abstract  
629 East 4th South  
Salt Lake City, UT 84102  
Attn: Al Newman

APPROV.  
DEC 26 1984  
CITY RECORDER

AGREEMENT

(To Pipe East Jordan Canal Extension and  
Park on Surface)

4034087

THIS AGREEMENT (the "Agreement") made to be effective from  
the 26th day of December, 1984, by and between SALT  
LAKE CITY CORPORATION, a municipal corporation of the State of  
Utah ("City") and UNION WOODS ASSOCIATES, LTD., a Colorado  
limited partnership ("Union Woods").

WITNESSETH:

WHEREAS, Union Woods owns certain real property located at  
approximately 1300 East and 7200 South, Salt Lake City, Utah,  
which real property is described on Exhibit "A" (the "Union Woods  
Property"); and

WHEREAS, City owns an easement across certain real property  
described in Section 1 below (the "Canal Property") containing  
the East Jordan Canal Extension (the "Canal"), which Canal  
Property bisects the Union Woods Property; and

WHEREAS, Union Woods is desirous of piping said Canal within  
the Canal Property and using the surface for parking, for traffic  
lanes and for landscaping; and

WHEREAS, City is willing to grant Union Woods permission and  
license to pipe said extension within the Canal Property, to fill  
in and improve the area above the Canal, as piped, and use the

UT 99069

BOOK 5618 PAGE 3783

surface of the Canal Property for parking, ingress and egress lanes and landscaping.

NOW, THEREFORE, in consideration of the premises and the covenants set forth herein, the parties agree as follows:

1. City hereby grants Union Woods, for a period of one hundred (100) years from the date hereof, subject to the following terms and conditions of this Agreement, permission and license to pipe the Canal within the Canal Property, to fill-in the surface around and above the pipe and to improve and use the surface of the Canal Property for parking, landscaping and for ingress and egress lanes for traffic and pedestrians. The Canal Property in which said Canal shall be placed in conduit is located in Salt Lake County, Utah, and described as follows:

A 66.00 foot wide canal easement lying 20.00 feet on the left (northwesterly) and 46.00 feet on the right (southeasterly) of the following described centerline:

Beginning at a point on the westerly line of grantors property, said point being South 988.41 feet and West 1543.08 feet from the Northeast Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 66°00'00" East 635.00 feet to the North line of grantors property and terminating. The side lines of which to be lengthened or shortened to meet the grantors property line.

Together with the right to select a 30 foot wide site, which does not interfere with the function of City's facilities, to perpetually cross the Canal Property with a roadway, subject to City's prior approval of the plan (which approval will not be

BOOK 5618 PAGE 3734

unreasonably withheld) for such roadway and Union Woods' perpetual maintenance of said roadway crossing.

2. Union Woods shall not commence any construction or modify any improvements allowed hereby in or on said Canal Property until all plans and specifications for construction involving the Canal Property in any material way have been presented to and approved in writing by City's Director of Public Utilities, which approval shall not be unreasonably withheld.

3. Union Woods agrees:

(a) That plans and specifications for such improvement shall be prepared by a licensed engineer.

(b) Said plans shall show reasonable details of the proposed construction, and provide:

(i) provisions for a minimum distance of at least one (1) foot between the top of said piped conduit and any surfacing materials; and

(ii) for a minimum distance of not less than two (2) feet of space between each side of said Canal Property and any building footings and foundation.

(c) To pay all costs to design and install the pipe and related facilities including any reasonable and customary fees imposed by City's Department of Public Utilities.

(d) To maintain said pipe for one (1) year after installation and acceptance of the installation in writing

BOOK 5018 PAGE 3735

by City's Director of Public Utilities.

(e) Permission to install any fencing, gates, permanent structures, or other improvement on the premises must be granted in writing by the City Director of Public Utilities prior to any installation.

(f) Any construction hereunder or changes to the existing or future Canal facilities may only be performed during the periods of time from October 15 to March 15 or as directed by the Public Utilities Director.

4. Union Woods will not allow water accumulated on the Union Woods Property to enter said City conduit at any time.

5. Union Woods may use and maintain the surface of the Canal Property and to allow its successors, assigns and tenants, guests, invitees, customers, agents and employees to use the surface of the Canal Property so long as no building or other permanent structure is built thereon; provided that Union Woods may construct curb, gutter, sidewalks, roadways, paving and similar improvements on the Canal Property and may plant grass, flowers, shrubs, trees and similar landscaping on the Canal Property. Should any of Union Woods' improvements extending over said Canal Property be abandoned or removed by Union Woods for any reason or otherwise are destroyed and not rebuilt or are abandoned for twelve (12) months thereafter, or such reasonable additional time as Union Woods petitions for and is granted by City, to complete rebuilding Union Woods agrees to remove said

BOOK 5618 PAGE 3736

improvements and restore the surface of the Canal Property to a level condition at its sole expense.

6. Union Woods agrees to indemnify, save harmless and defend City, its agents and employees from and against any loss, cost or expense, and all damage to Union Woods Property, including attorneys' fees arising out of leakage, overflow or collapse thereof which arises out of the engineering, installation, maintenance, repair or replacement of City's conduit by Union Woods, and Union Woods also agrees to indemnify City for any and all cost or expense for repair or replacement of said conduit made necessary or cause in any way by Union Woods use of the surface of the Canal Property. Union Woods further agrees to bear all of City's additional costs which exceeds, for that portion of said conduit which is covered by said improvements, City's normal and usual costs on the replacement, repair or maintenance of said conduit.

7. After installation of Union Woods' facilities, Union Woods will, at its sole expense, restore all surfaces not used directly in supporting said units, as nearly as possible, to their original condition and City's approval. If the surface is not properly restored and Union Woods fails to effect such restoration within a reasonable period of time, to be determined by City, after receipt of written notice, City may restore or have the surface restored at the entire expense of Union Woods. The foregoing to the contrary notwithstanding, nothing herein

BOOK 5618 PAGE 3737

shall be construed so as to prevent Union Woods from planting grass and shrubs or otherwise landscaping the area round its said facilities and within the boundaries of the Canal Property.

8. If Union Woods shall fail to construct, repair or remove any of the improvements contemplated by this Agreement in accordance with the terms of this Agreement to the reasonable satisfaction of City, or shall fail to pay City any sums of money the City may be forced to expend to remedy any defective construction or to make any repair of such improvements and such default shall continue for ninety (90) days after written notice to Union Woods (which ninety (90) day period may be extended in writing only by City for such longer period as City determines reasonably necessary to effect a cure of a non-monetary default if Union Woods promptly commences and diligently pursues such cure), this Agreement shall, at the option of City, be cancelled and Union Woods' rights hereunder shall cease. City shall have the right to require the removal, or have said facilities removed, and restore the area to its original condition at the sole expense of Union Woods. However, before City shall exercise this option to cancel this permit and license, it shall notify Union Woods, or its successors or assigns, and any lender which has made a loan with respect to the Union Woods Property and has requested notice making proper reference to this Agreement in writing, setting forth the violations complained of and allowing

BOOK 5618 PAGE 3738

a reasonable time, to be determined by City, in which to make the corrections required.

9. City shall maintain the Canal and improvements installed pursuant to this Agreement from and after the first anniversary of the date of acceptance in writing of the improvements contemplated by this Agreement by City's Director of Public Utilities.

10. Union Woods shall not assign this Agreement or any interest therein without the written consent of City which consent shall not be unreasonably withheld.

11. City's right of ingress and egress for maintenance and operation of its conduit and other property rights, other than as modified hereby, shall be unaffected.

12. All covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, shall run with the land, and shall not be altered except in writing, signed by both parties.

13. This Agreement constitutes the entire agreement between the parties and it cannot be altered except in writing signed by both parties.

IN WITNESS WHEREOF, City and Union Woods have caused these presents to be properly signed this 26<sup>th</sup> day of December,

198 4.

BOOK 5618 PAGE 3739

SALT LAKE CITY CORPORATION

By [Signature]  
MAYOR

ATTEST:

[Signature]  
CITY RECORDER



APPROVED

DEC 26 1984

CITY RECORDER

UNION WOODS ASSOCIATES, LTD.,  
a Colorado limited partnership

By [Signature]  
its GENERAL PARTNER

STATE OF UTAH )  
: ss.  
County of Salt Lake)

On the 26th day of December, 1984, personally appeared before me TED L. WILSON and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and said persons acknowledged to me that said corporation executed the same.

BOOK 5618 PAGE 3740



*LeNita J. Brown*

NOTARY PUBLIC, residing in  
Salt Lake County, Utah



My Commission Expires:

6-14-89

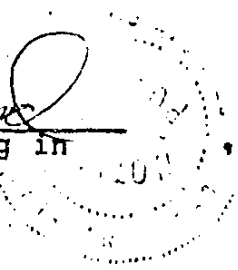
STATE OF ~~UTAH~~ <sup>COLORADO</sup> )  
County of ~~Salt Lake~~ <sup>DENVER</sup> : ss.

On the 17<sup>TH</sup> day of DECEMBER, 1984, personally appeared before me STEVEN E. WICKLIFF, who being by me duly sworn, did say that he executed the foregoing instrument as one of the Partners of UNION WOODS ASSOCIATES, LTD., a Colorado limited partnership, and that the statements contained therein are true.

*Leigh M. Blane*

NOTARY PUBLIC, residing in  
Salt Lake County, Utah

*Denver, Colorado*



My Commission Expires:

9/3/88

cc94

BOOK 5618 PAGE 3741

KATHLEEN DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

DEC 31 4 11 PM '84

DEAN TITL & ASSOC.  
REF. DEPT.

*Original Fee  
of add'l line Pope*

1450

EXHIBIT "A"

PARCEL 1:

BEGINNING at a point on the Westerly right of way line of 1300 East Street said point being South 1476.75 feet and West 930.60 feet and North 62°15' West 28.04 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence along said Westerly right of way line South 31°48' West 156.77 feet; thence continuing along said Westerly right of way line South 31°48' West 44.20 feet to a point on the extension of an old fence running in a Northwesterly direction; thence North 40°12' West along said fence line 221.86 feet to an angle in said fence; thence North 56°07' West along said old fence line 511.04 feet to an old fence line running in a Northeasterly direction; thence North 24°05' East along said old fence line 780.48 feet on a point on the Southwesterly right of way line of a freeway access road known as Project No. I-415-9 (4) 297' in the official documents of the Utah Department of Transportation; thence South 53°17'17" East (equals South 53°04'43" East U.D.O.T. Datum) along the Southwesterly right of way line 84.93 feet; thence South 6°35' East 99.71 feet; thence South 42°19' East along an old fence line 263.2 feet to the center of Little Cottorwood Creek; thence North 57°20' East 125.12 feet to a point on a 455.87 foot radius curve to the right on the Westerly right of way line of said freeway access road, the center of said curve lies South 45°40'15" West 455.87 feet from said point; thence Southeasterly along the arc of said curve and right of way line through a central angle of 70°52'55" a distance of 563.97 feet to a point 65.0 feet radially distant Northwesterly from Engineers Station 78+00 on the centerline known as "B" line of said State Highway Project; thence South 24°17'34" West along said right of way line 215.98 feet to the point of BEGINNING.

*99B  
11-27-84*

EXCEPTING therefrom that portion of the East Jordan Canal right of way which is particularly described as follows: BEGINNING at a point which is South 736.76 feet and West 1122.10 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 64°50' West 400.90 feet to a point of curve, which is concave to the Northwest; thence Southwesterly along the arc of a 540.00 foot radius curve to the right through a central angle of 3°08'37" a distance of 29.63 feet; thence South 24°05' West along the Westerly line of the above described property 90.16 feet to a point on a 606.0 foot radius curve concave to the Northwest, the center of which lies North 15°52'06" West from said point; thence Northeasterly along the arc of said curve through a central angle of 9°17'54" a distance of 98.35 feet to a point of tangency; thence North 64°50' East 421.27 feet; thence North 42°19' West along the Northeasterly line of the above described property 69.07 feet to the point of BEGINNING.

*99B  
11-27-84*