

Earl Harris  
1974 JAN 21 AM 11 10

The Davis & Weber Counties  
Canal Co.  
323 Eccles Bldg.  
Ogden, UT 84401

608050

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER

*Cecily Murray Evans*

\$850

A G R E E M E N T

Plotted	<input type="checkbox"/>	Indexed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recorded	<input type="checkbox"/>	Abstracted	<input type="checkbox"/>	<input type="checkbox"/>
Compared	<input type="checkbox"/>			<input checked="" type="checkbox"/>

08-112-0029  
PT. 08-112-0007

THIS AGREEMENT made and entered into at Ogden, Utah, by and between THE DAVIS & WEBER COUNTIES CANAL COMPANY, a corporation, hereinafter designated as "CANAL COMPANY;" PIKES PEAK, INC., a corporation, hereinafter designated as "PIKES PEAK;" and RUTH EAMES OLSEN, a woman, and FLORENCE EAMES WOOLLEY, a woman, hereinafter designated jointly as "OWNERS."

W I T N E S S E T H :

WHEREAS, OWNERS own fee simple title to certain real property hereinafter described in Weber County, State of Utah; and

WHEREAS, the CANAL COMPANY owns and maintains a certain canal situate along the northerly part of said real property; and

WHEREAS, PIKES PEAK desires to purchase and develop the OWNERS' hereinafter described real property and to gain access thereto by installing a 48-inch reinforced, concrete pipe along a portion of the CANAL COMPANY'S said canal and acquire an easement across said canal; and

WHEREAS, the CANAL COMPANY is willing to permit PIKES PEAK to construct such a pipeline and is willing to grant such an easement to said PIKES PEAK pursuant to and only pursuant to the terms hereinafter set forth:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS, AND TERMS HEREIN SET FORTH IT IS HEREBY AGREED AS FOLLOWS:

1. The CANAL COMPANY does hereby grant, bargain, sell, convey, transfer and deliver to PIKES PEAK, INC., and

its successors and assigns, an easement to cross the CANAL COMPANY'S canal at the location shown on Exhibit "A" annexed hereto and made a part hereof, for the purpose of enjoying ingress and egress to the real property hereinafter described. In granting this easement, the CANAL COMPANY makes no representations of any kind or nature in respect to the condition of its title in and to the above-described real property.

2. PIKES PEAK agrees to construct a pipeline at said crossing at their sole cost and expense and agrees that the said pipeline will be constructed in a good and workmanlike manner pursuant to the plans annexed hereto and made a part hereof as Exhibit "A". Said pipeline shall include at the inlet thereof a trash rack constructed pursuant to the aforesaid plans. Said pipeline and appurtenant structures shall be constructed in such a manner as to not obstruct at anytime, during construction and thereafter, the free flow of water in the CANAL COMPANY'S canal. In any event said construction shall be fully completed on or before April 1, 1974.

3. It is understood that the trash rack at the intake of the pipeline to be constructed must be kept free of trash and debris to allow the water to enter the pipeline to be constructed. PIKES PEAK has the responsibility and hereby agrees perpetually to keep that trash rack clean so that there will be a constant flow of water through the CANAL COMPANY'S canal, including the pipeline to be constructed, and further agrees to dispose of all trash cleaned from said trash rack. PIKES PEAK agrees that at all times the CANAL COMPANY has water moving in its said canal, PIKES PEAK will remove all debris from said trash rack a minimum of at least once each twelve hours; provided, however, that the

minimum set forth in this sentence shall not be construed to relieve PIKES PEAK from the obligation and liability otherwise set forth herein to keep said trash rack clean at all times the CANAL COMPANY has water moving in its canal.

PIKES PEAK agrees to be responsible for the maintenance, repair and replacement, of the pipeline and trash rack to be constructed by them pursuant hereto, perpetually.

4. PIKES PEAK shall bear the risk of loss to any person or property which would not have occurred if this agreement had never been executed or if the pipeline and all appurtenant parts thereof had never been constructed, including any and all loss resulting from the operation, maintenance or repair thereof, and PIKES PEAK shall indemnify and hold harmless the CANAL COMPANY from all loss, cost, damage and expense of every nature and extent, and from all claims, demands, actions, or causes of action, which would not have occurred had this agreement never been executed or said pipeline and appurtenant parts thereof never been constructed, including, but not limited to, all claims, demands, actions, and causes of action arising out of the construction, operation, maintenance and repair thereof.

5. The OWNERS for themselves, their heirs, administrators, executors, successors, and assigns, do hereby covenant and agree to and with the CANAL COMPANY that all of the foregoing obligations of PIKES PEAK and the OWNER shall constitute real covenants which shall attach to and run with the land of the OWNER as more particularly hereinafter described, and shall be binding on everyone who may hereafter come into ownership of such land, whether by purchase, devise, descent, succession, foreclosure, or otherwise. The OWNER'S land to which this paragraph relates

is more particularly described as follows:

Part of the Southwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section; running thence South 89°15' West along the North line of said Quarter Section to East line of right-of-way of the Salt Lake And Ogden Railway; thence South 12°15' West along the east line of said right-of-way to the South line of said Northwest Quarter of the Southwest Quarter of Section 13; thence North 89°22' East along said South line to the Westerly line of the Interstate Highway No. 15; thence North 15°06' East 681 feet; thence North 13°25' East 694 feet, more or less to the North line of said Quarter Section; thence West to beginning. SUBJECT to canal right-of-way, containing 11.60 acres, more or less.

Part of the Southwest Quarter of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at the intersection of the South line of the said Southwest Quarter of the Northwest Quarter and the easterly right-of-way line of the Hill Field Branch of the Union Pacific Railroad, which point is approximately 991 feet East from the West Quarter corner of said Section 13; thence North 13°06' East 83 feet, more or less, along said Easterly right-of-way to the Southeasterly right-of-way line of Riverdale Road; thence Northeasterly 50 feet, more or less, along said Southwesterly right-of-way line of said Riverdale Road to the Westerly right-of-way line of Davis and Weber Counties Canal; thence Southeasterly 144 feet, more or less, along said Westerly right-of-way line of said canal to said South line; thence West 144 feet, more or less, to the place of beginning.

6. PIKES PEAK shall pay to the CANAL COMPANY the sum of \$150.00 at the time of the execution of this Agreement, receipt of which is hereby acknowledged by the CANAL COMPANY.

7. The parties hereto agree that this Agreement may be recorded in the Office of the County Recorder of Weber County, absent the attachment of Exhibit "A" herein.

referred to.

WITNESS the hands of the parties hereto this 29<sup>th</sup>  
day of November, A.D., 1973.

DAVIS & WEBER COUNTIES CANAL CO.

ATTEST

Walter W. McGowan  
Secretary

By: [Signature]

ATTEST:

[Signature]  
Secretary

PIKES PEAK, INC.

By: [Signature]  
Pres.

ATTEST:

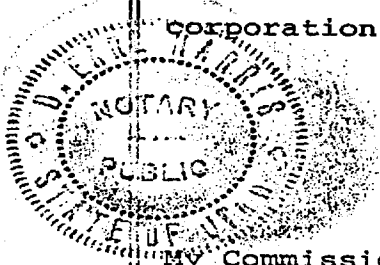
\_\_\_\_\_  
Secretary

[Signature]  
RUTH EAMES OLSEN

[Signature]  
FLORENCE EAMES WOOLLEY

STATE OF UTAH )  
 ) :ss.  
COUNTY OF WEBER )

On the 27th day of November, A.D., 1973,  
appeared before me H. J. Barnes, who being  
by me duly sworn, did say that he was the President of  
the DAVIS & WEBER COUNTIES CANAL COMPANY, a corporation, and  
that said instrument was signed in behalf of said corporation  
by authority of a resolution of its Board of Directors and the  
said H. J. Barnes acknowledged to me that said  
corporation executed the same.



H. J. Barnes  
NOTARY PUBLIC  
Residing at:  
Jayton Utah

My Commission Expires:

April 27, 1977

STATE OF UTAH )  
 ) :ss.  
COUNTY OF WEBER )

On the 11th day of December, A.D.,  
1973, appeared before me Marvin J. Mollerup, who being  
by me duly sworn, did say that he was the President  
of the PIKES PEAK, INC., a corporation and that said instru-  
ment was signed in behalf of the said corporation by authority  
of a resolution of its Board of Directors and the said  
Marvin J. Mollerup acknowledged to me that said corporation  
executed the same.



Edna Carls  
NOTARY PUBLIC  
Residing at: Salt Lake City

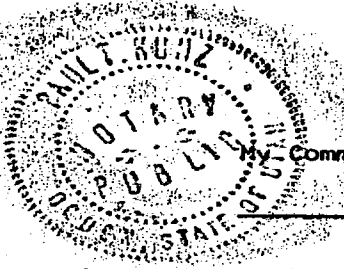
My Commission Expires:

October 9, 1976

STATE OF UTAH )  
                  : ss.  
COUNTY OF WEBER )

On the 13<sup>th</sup> day of December, A.D., 1973, personally  
appeared before me RUTH EAMES OLSEN, the signer of the within instrument,  
who duly acknowledged to me that she executed the same.

Ernest T. Henry  
NOTARY PUBLIC  
Residing at: Capitol Hill



My Commission Expires:  
4-17-77

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ss

On this 17<sup>th</sup> day of December, in the year 1973  
before me Gertrude M. Berg personally appeared FLORENCE EAMES  
WOOLLEY, a woman, known to be the person whose name is subscribed to  
the within instrument, and acknowledged that she executed the same.

Gertrude M. Berg  
NOTARY PUBLIC  
Residing at 723 E Santa Anita  
Avista  
Durbank, Cal  
91501

My Commission Expires:

March 5, 1974

