

FILE

Wm. L. Linn
257. 54th St
Ogden, 268
84401

BOOK 1227 PAGE 285

AGREEMENT

This agreement made this 22nd day of September, 1977
by and between Riverdale Associates (hereinafter "Landowner") and
Weber Canal Water Company, a Utah corporation (hereinafter "Canal Company").

WHEREAS, Landowner is the owner of certain real property located
in Heber County, State of Utah and more particularly described in Exhibit "A"
attached hereto (hereinafter "the property"), which property and ownership
interests are subject to a right of way as set forth in such description which
right of way has heretofore been in the form of and used as an open ditch or
canal for the transport of irrigation water across such real property, and

WHEREAS, Landowner is developing such property and in the process
proposes to convert such open ditch to an underground pipeline utilizing
pipe through which to transport the
water heretofore flowing through such ditch and over which certain structures
will be built or paved,

NOW THEREFORE, in consideration of the premises and the terms and
conditions hereof, the parties agree as follows:

1. Landowner at all times at it's own cost and expense will
maintain in a state of good repair and working condition the structure of the
pipeline and will maintain and clean the same to the extent reasonably
necessary to provide for the normal free flow and passage of the Canal Company's
water across and through the property.

2. In the event that damage is suffered either by the Canal Company
or some third party through any act of negligence on the part of the Landowner
in either negligently maintaining, designing or caring for the pipeline,
Landowner explicitly and hereby agrees to indemnify Canal Company for any loss
Canal Company may suffer either through damage to the canal or through claims
of third parties against the Canal Company resulting from the negligence of
Landowner.

3. In the event that legal proceedings are necessary to enforce any
right under this agreement, the defaulting party agrees to pay all expenses,
including a reasonable attorney's fee.

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BOOK 1227 PAGE 288

-4-

4. Time is of the essence in this agreement and it contains all terms and conditions agreed upon by the parties with respect to the subject matter contained herein and it may not be modified or changed except in writing, signed by the party against whom the same is sought to be enforced.

5. The terms and conditions hereof shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

BY: *Handwritten Signature*

WEBER CARAL COMPANY

BY: *Floyd Burch*
FLOYD BURCH, President

STATE OF UTAH }
COUNTY OF WEBER } ss.

On the 20th day of September, 1977, personally appeared before me H. Roger Bayer being by me first duly sworn did say that Rivendale Associates

which signed the within and foregoing instrument and acknowledged to me that said Rivendale Associates executed the same.

Handwritten Signature
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires:
Aug 13 1979

BOOK 1227 P. 287

EXHIBIT A
LEGAL DESCRIPTION
TRIANGLE PIECE BETWEEN PACIFIC AVENUE - RIVERDALE ROAD - THIRD WEST

Parcel No. IV

A part of the Northwest quarter of Section 8, T5N, R1W, SLB&M, U.S. Survey; Beginning at a point on the South line of 300 West Street said point being South 89°49' East 400.47 feet, South 3°11'41" West 113.13 feet and South 51°39' East 116.47 feet from the Northwest corner of said Section 8, running thence South 51°39' East 589.61 feet along the South line of 300 West Street, thence South 30°50'04" West 335.53 feet to the Northerly line of Pacific Avenue (400 West Street), thence six courses along Northerly and Easterly line as follows: North 73°40'47" West 245.00 feet, Northwesterly along the arc of a 94.18 ft. radius curve to the right 91.94 feet (LC bears North 45°42'54" West 88.33 feet), North 17°45' West 256.21 feet, Northwesterly along the arc of a 270.50 ft. radius curve to the right 98.88 feet (LC bears North 7°16'40" West 98.33 feet), North 3°11'41" East 98.56 feet and Northeasterly along the arc of a 178.96 ft. radius curve to the right 133.45 feet (LC bears North 24°33'28" East 130.38 feet) to the South line of 300 West Street, thence Southeasterly along the arc of a 396.56 ft. radius curve to the left 52.40 feet (LC bears South 47°51'52" East 52.36 feet) along said South line to the point of beginning.

Contains 5.02 acres

Parcel No. V

A part of the Northwesterly 1/4 of Section 8, T5N, R1W, SLB & M, U.S. Survey; beginning at a point on the West line of Riverdale Road, which is South 89°49' East 1624.49' along the Section line to the West line of Riverdale Road and South 38°21' West 828.88' along said West line from the Northwesterly corner of said Section; running thence South 38°21' West 290.00' along West line to the North line of Pacific Avenue (400 West St.) thence North 74°41'49" West 160.02' along said North line, thence North 30°50'04" East 355.70', thence South 51°39' East 193.77' to the point of beginning.

Contains 1.27 acres

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Stuber Conrad Dr. on C.

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