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Recorded at Request of

Salt Lake City Corp.

NOV 2 1943

at 1:01 P M Fee paid \$ 3.00 By Cornelia S. Lund, Recorder S. L. County, Utah

By Cornelia S. Lund ASSEMBLY Book 34 Page 407 Ref Salt 122-15-17

WHEREAS, the undersigned, Mahonri Kenneth White, is the owner of the following described tract of land:

Beginning at a point on the east side of Imperial Street North $00^{\circ} 47'$ West 1316.30 ft. and North $89^{\circ} 23'$ East 33 ft. from the southwest corner of the Northeast Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, running thence North $00^{\circ} 47'$ West 427.97 ft.; thence South $89^{\circ} 50'$ East 579.3 ft. to west line of street; thence South $0^{\circ} 47'$ East 420.06 ft. along west line of street; thence South $89^{\circ} 23'$ West 579.25 ft. along north line of street to point of beginning.

AND WHEREAS, myself and my successors and assigns are desirous of having water service from Salt Lake City, a municipal corporation, under the terms of the agreement commonly called the White Ditch agreement; and

WHEREAS, Salt Lake City is willing to furnish water for use on the above described property strictly within the terms of that agreement made and entered into on the 6th day of September, 1928, by and between the WHITE DITCH IRRIGATION COMPANY, a corporation, and SALT LAKE CITY, a municipal corporation, provided that any service of water to the above described property shall be conditioned upon the parties requiring the service to furnish, operate and maintain the pipeline which carries the water from the water-main of Salt Lake City to the above described property. The point where the City will deliver the water from its pipeline is approximately 241.74 feet north of City Monument at Zenith Avenue and 17th East Street.

AND IT IS FURTHER UNDERSTOOD AND AGREED that if the undersigned, Mahonri Kenneth White, his successors or assigns, or any person using water on the above described property shall fail to maintain and keep in good repair the pipeline from the City's water-main to the place of use it shall relieve the City from all obligations in law or in equity to furnish water to be used upon the above and foregoing described tract of land, and Salt Lake City hereby agrees to furnish water to be used upon the above described tract of land strictly within the terms of the agreement between the White Ditch Irrigation Company and Salt Lake City and upon the condition