

THIS AGREEMENT, made this 20th day of December, 1935, by and between Mrs Annie L. Maw, first party, hereinafter termed "Licensor", and Ogden City, a Municipal Corporation of the State of Utah, second party, hereinafter termed "Licensee"

WITNESSETH THAT:

Licensor, in consideration of the sum of One Dollar (\$1.00) to be paid by Licensee to Licensor, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate one 12 inch water pipe, hereinafter termed "structure", for conveying water, said structure to be constructed beneath property of Licensor, at a depth of 4 1/2 feet or more on the hereinafter described center line, in the location more particularly described as follows, to wit:

Beginning at a point on the south line of Licensor's property that is North 89°22' West 957.20 feet and North 0°58' East 1337.06 feet from the South East corner of the Northwest quarter of section twenty-seven (27) township six (6) north range one (1) west, Salt Lake Base and Meridian, United States Survey, which point is North 0°58' East 579.25 feet and North 89°02' west 29.02 feet from the survey monument at the intersection of 21st Street and Polk Avenue, running thence North 0°58' East 502.5 feet more or less, to the north line of Licensor's property.

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.
2. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensor. If Licensee fails to keep said premises in a good and safe condition, free from waste, then Licensor may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand. Licensee agrees that all work upon, or in connection with, said structure shall be done to the satisfaction of Licensor, leaving said premises in as nearly the original condition as practicable.
3. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licensor first had and obtained.
4. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine. Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall at the option of Licensor forthwith cease and determine.
5. Licensee shall indemnify and save harmless the Licensor from and against any and all loss, damage, liability, expense, claims and demands of whatsoever character, direct or consequential, including injuries to employees of Licensor or to third persons, damage to property belonging to or in the custody or possession of licensor or third persons, whether upon the property of Licensor, or elsewhere, caused directly or indirectly by the construction, renewal, relocation operation, maintenance, presence or removal of said structure, adjuncts or appurtenances.
6. The Licensee shall assume all risk of damage to said structure and appurtenances and to any other property of said Licensee or any property under the control or custody

of the Licensee, while upon the property of Licensor.

293

7. In the event any work upon or in connection with said structure or its appurtenances to be done upon or beneath property of Licensor should be let to Contractor by Licensee, Licensee shall indemnify Licensor from and against all claims, demands, cost, loss, damage and liability, growing out of the performance of the work to be done by such Contractor.

8. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

9. In case Licensor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licensor reasonable attorney fees in addition to the amount of judgment and costs.

10. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

Witnessed by:

ANNIE L. MAW Licensor.

WM. Stowe
ATTEST: E O'N BALLANTYNE CITY RECORDER
.....
OGDEN CITY UTAH CORPORATE SEAL
.....

Ogden City, a Municipal Corporation
By H.W. PERRY MAYOR
Licensee

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 20th day of Dec. A.D. 1935, personally appeared before me ANNIE L. MAW Licensor in and signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires Dec. 31 1937
.....
ANNA MAY COLLINS NOTARY PUBLIC OGDEN.
STATE OF UTAH COMMISSION EXPIRES DEC.
31, 1937
.....
STATE OF UTAH)
 :SS
COUNTY OF WEBER)

ANNA MAY COLLINS NOTARY PUBLIC
Residing at: Ogden, Utah

On the 30th day of Dec A.D. 1935, personally, appeared before me Harmon W. Perry, who being by me duly sworn did say that he is the duly elected, qualified and acting Mayor of Ogden City, a municipal corporation of the State of Utah; that the within instrument was signed in behalf of said Ogden City by authority of a resolution of its Board of City Commissioners, and said HARMAN W. PERRY acknowledged to me that said Ogden City executed the same.

My Commission Expires Jan 8, 1938
.....
E O'N BALLANTYNE NOTARY PUBLIC OGDEN
STATE OF UTAH COMMISSION EXPIRES JAN
8, 1938
.....

Jan E.O'N BALLANTYNE NOTARY PUBLIC Residing at
Ogden, Ut.

Filed for record and recorded February 14 A.D. 1936 at 11:35 o'clock A.M.

ELVA A. WILKINSON COUNTY RECORDER

27