

ENTRY NO. 28924.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT, Made this 15th day of October in the year of our Lord One Thousand Nine Hundred and Eighteen (1918), between Rembrandt H. Peale of Salt Lake City, Utah, party of the first part and John C. Mackay of Salt Lake City, Utah, party of the second part:

WITNESSETH, That the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the lots, pieces or parcels of ground, situated in the County of Summit and State of Utah known and described as

Northeast (NE $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter and the West (W $\frac{1}{2}$) half of the Northwest (NW $\frac{1}{2}$) quarter of Section Twelve (12) Township Two (2) North of Range Ten (10E) east, Salt Lake Base and Meridian, containing (120) acres, immediately upon receiving Patent from the State of Utah as soon as State Selection Ser No 023187 in the U. S. local land office is clear listed to the State of Utah.

Above land has been paid for in full to me by the said John C. Mackay.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered, in presence of

J. L. Denham

W. S. Broffitt

Rembrandt H. Peale (seal)

John C. Mackay (seal)

-----ooo-----

Recorded at the request of John C. Mackay, November 19, 1918 at 2 O'clock P. M.

Kate W. Kimball
County Recorder.

ENTRY NO. 28925.

RENEWAL AGREEMENT AUDIT NO. 256
Between Echo & Park City RR. Co.
and G. M. Pace. Exp. 8 - 6 - 18.

Contract Dept. No. 724

THIS AGREEMENT, made and entered into this Fourteenth (14th) day of November, 1918, by and between W. C. McAdoo, Director General of Railroads, United States Railroad Administration, operating the UNION PACIFIC RAILROAD, (hereinafter called the "Director General"), party of the first part, and F. E. Pace, J. E. Pace and Alma Pace, of Park City, Utah (hereinafter for convenience referred to severally and collectively as "Licensee"), parties of the second part,
WITNESSETH:

WHEREAS, the Government of the United States, under authority of law, has taken over for the purpose of operation various railroads of the United States, including the Union Pacific Railroad, and is at the date hereof operating such railroad by and through the Director General and his duly appointed agents and representatives; and

WHEREAS, the Licensee desires to continue the maintenance and operation of an irrigation ditch extending upon, along and across the right of way and underneath the track of the Union Pacific Railroad Company near Park City, County of Summit, State of Utah, in the location described as follows, to-wit:

Extending upon and along the westerly portion of the right of way of the Union Pacific Railroad Company from a point in the westerly boundary line thereof, which said point is approximately eight hundred (800) feet distant south from the east and west center line (when measured at right angles thereto) of Section Thirty-five (35), Township One (1) South, Range Four (4) East of the Salt Lake Meridian, in a northerly direction a distance of approximately three hundred fifty (350) feet to a point; thence in a northeasterly direction across said right of way and underneath the track of the Union Pacific Railroad Company through the bridge of the Union Pacific Railroad Company known as Bridge No. 23.76 of the Park City Branch, to a point in the easterly portion of said right of way; thence upon and along the easterly portion of said right of way in a northwesterly direction a distance of approximately three thousand (3000) feet to a point in the easterly boundary line of said right of way, which said point is approximately three hundred (300) feet distant south from the north line (when measured at right angles thereto) of said Section Thirty-five (35).

IT IS THEREFORE AGREED by and between the parties hereto as follows, to-wit:

(1) DIRECTOR GENERAL GRANTS RIGHT TO LICENSEE:

The Director General does hereby grant unto the Licensee the right, during the term hereof, to maintain and operate the said irrigation ditch which shall not exceed four (4) feet in width and three (3) feet in depth, in the location hereinbefore described, which grant is made expressly subject to the observance and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter contained to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Director General of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Director General to avail himself of any subsequent breach thereof.

(2) RENTAL:

The Licensee shall pay to the Director General as rental during the term hereof the sum of Ten (10) dollars per year, payable annually in advance.

(3) IRRIGATION DITCH PASSES THROUGH BRIDGE:

The said irrigation ditch, where it crosses underneath the said track of the Union Pacific Railroad Company, passes through the bridge of the Union Pacific Railroad Company known as Bridge No. 23.76 of the Park City Branch, and it is specifically understood and agreed by and between the parties hereto that the Licensee shall maintain and operate said irrigation ditch through said bridge in a manner at all times satisfactory to the Director General, and that the Director General shall not be liable to the Licensee for any damage sustained by said irrigation ditch due to the use of said bridge as a waterway.

(4) LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire expense connected with the maintenance, repair and renewal of said irrigation ditch, and of all bridges, culverts, or other structures and their appurtenances necessitated thereby, but all the work upon the same in connection with such maintenance, repair or renewal, within the limits of the right of way of the Union Pacific Railroad Company, shall be done under the direction of and according to plans and specifications approved by the Director General.

(5) PERMIT SUBJECT TO NEEDS OF DIRECTOR GENERAL:

The Director General notwithstanding the aforesaid grant shall have the right to retain the track of the Union Pacific Railroad Company now operated by him at and in the vicinity of said irrigation ditch, and nothing shall be done or suffered to be done by the Licensee at any time that shall in any manner impair the usefulness or safety of such track, or of any other tracks that may hereafter be constructed within the limits of said right of way; and the Director General reserves and shall have the right at any and all times to make such changes in the existing track or structures, or in the present standard thereof, and to construct, maintain and operate such additional tracks or structures where said irrigation ditch is constructed, and across the same, as from time to time he may elect; and the Licensee agrees to bear the expense of moving, removing or making such changes in the location of said irrigation ditch, and of moving, removing or making such changes in, or such additions to said bridges, culverts, or other structures, and their appurtenances, as may be required by the Director General in connection with such changes in said track or structures, or in the present standard thereof, or such additional tracks or structures. The obligation of the Licensee in this agreement prescribed with reference to the maintenance, repair and renewal of said irrigation ditch, bridges, culverts, or other structures, and their appurtenances as originally constructed, shall apply to said irrigation ditch, bridges, culverts, or other structures and their appurtenances as relocated, changed, or added to, within the contemplation of this section.

(6) CONTROL OF WATER SURFACE:

It is understood and agreed that the water surface in said irrigation ditch shall at all times be maintained at least two and one-half (2½) feet below the base of the rails of said track; waste weirs shall be constructed and maintained at such locations outside of the limits of the right of way of the Union Pacific Railroad Company and of such capacities that there shall be at no time any overflow of water from said irrigation ditch onto the right of way and premises of the Union Pacific Railroad Company; and it is agreed and understood that the surface level of the water in said irrigation ditch during the winter shall be kept sufficiently low to prevent the accumulation of ice at a level higher than the maximum surface level of water herein specified and in the event of ice accumulating to a higher level the Director General may remove the same and the Licensee hereby agrees to pay upon demand to the Director General the entire actual cost of the removal of such ice accumulation.

(7) LICENSEE TO PROVIDE FENCE:

The Licensee hereby agrees, in case the right of way or premises of the Union Pacific Railroad Company are enclosed within fences at the date hereof or at any time in the future, to provide and maintain, at the sole cost and expense of the Licensee, a good and lawful fence, with all necessary gates and openings, across and adjacent to said irrigation ditch, all in a manner satisfactory to the Director General.

(8) LICENSEE TO MAINTAIN IRRIGATION DITCH OUTSIDE THE LIMITS OF RIGHT OF WAY:

The Licensee agrees to maintain the said irrigation ditch outside the limits of the said right of way and to use and operate the same in such a manner as to cause no injury or damage to the roadbed or track, or other property of the Union Pacific Railroad Company.

(9) WORK NOT TO INTERFERE WITH OPERATION OF RAILROAD:

It is further agreed that all the work of construction, maintenance, operation, repair or renewal in connection with said irrigation ditch, bridges, culverts, or other structures and their appurtenances, shall be handled in such a manner as to cause no interference with the constant, continuous and uninterrupted use of the track and property of the Union Pacific Railroad Company, as regards operation, maintenance, repairs or renewals, and possible new construction by the Director General.

(10) LIABILITY:

The Licensee hereby agrees to indemnify and hold harmless the Director General and the Union Pacific Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from the death of or injury to any person whomsoever, or from the loss of or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Union Pacific Railroad Company, where such death, injury, loss or damage is due to the existence of said irrigation ditch, bridges, culverts or other structures and appurtenances, or to the maintenance, operation, repair or renewal thereof, or to the contents in or from said irrigation ditch.

(11) DISUSE OF IRRIGATION DITCH:

Disuse of said irrigation ditch for the purpose for which it is now utilized continuing at any time for a period of one (1) year, shall constitute an abandonment

thereof by the Licensee and of the grant hereby made, and in case of such an abandonment or of the breach by the Licensee of any of the conditions, agreements and covenants herein contained, the Director General shall have the right to terminate this agreement at any time upon giving thirty (30) days notice in writing to the Licensee of his intention to terminate the same, and at the expiration of said thirty (30) days notice the license herein granted shall terminate and be at an end, and the Licensee shall be without recourse or redress of any character against the Director General and/or the Union Pacific Railroad Company by reason thereof.

(12) REMOVAL OF PROPERTY OF LICENSEE:

Within fifteen (15) days after the termination of this agreement howsoever the Licensee shall remove said irrigation ditch, bridges, culverts, or other structures and their appurtenances from the right of way and premises of the Union Pacific Railroad Company and shall restore the said right of way and premises to their original condition, all in a manner satisfactory to the Director General, and if the Licensee fails so to do the Director General may do such work of removal and restoration at the cost and expense of the Licensee; and in the event of the removal by the Director General of the property of the Licensee as herein provided and of the restoration of said right of way and premises to their former condition, the Director General and the Union Pacific Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages or otherwise that the Director General and/or the Union Pacific Railroad Company may have against the Licensee.

(13) AGREEMENT NOT TO BE ASSIGNED:

The Licensee agrees not to assign this agreement without the consent, in writing, of the Director General endorsed hereon.

(14) AGREEMENT BINDING UPON SUCCESSORS:

This agreement shall be binding upon and inure to the benefit of the Director General and his successors in office, and the Licensee and the heirs, executors, administrators, successors and assigns of the Licensee.

(15) EFFECTIVE DATE:

This agreement shall be effective from and after the sixth (6th) day of August, 1918, and shall continue in full force and effect, unless sooner terminated as herein provided, for a period of five (5) years; PROVIDED, however, that in no event shall the term hereof extend beyond the period of Federal Control of the Union Pacific Railroad; and the parties hereto agree to keep and perform each and all of the covenants, agreements and conditions herein expressed, and it is agreed that the said covenants, agreements and conditions shall attach to and run with said irrigation ditch of the Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first herein written.

Witness:

R. J. Sheppard

W. G. McAdoo,
Director General of Railroads,
operating the
UNION PACIFIC RAILROAD.

By W. M. Jeffers
General Manager,
Union Pacific Railroad.

Witness:

Archie F. Wilson

James E. Pace

Henry Fares

Alma Pace

Martha Parsons

F. E. Pace

Parties of the second part.

Approved 10-11-18

Approved as to form 10-11-18

E. R. Houghton
Contract Engineer.

John A. Bennewitz

Approved as to execution

John A. Bennewitz
Contract Attorney.

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 12th day of November, 1918, before me, a Notary Public in and for said County, appeared W. G. McAdoo, Director General of Railroads, United States Railroad Administration, operating the Union Pacific Railroad, by W. M. Jeffers, General Manager of the Union Pacific Railroad, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said General Manager, and who then and there acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said administration.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Omaha this 12th day of Nov. 1918.

My commission expires Feby. 6th, 1921.

(SEAL)

W. H. Guild
Notary Public.

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this Twenty-third day of October, before me, a Notary Public in and for said County, appeared F. E. Pace, J. E. Pace and Alma Pace, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as parties of the second part, and who then and there acknowledged the execution of said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Park City, Summit County, Utah, this twenty-third day of October.

My commission expires July 27th, 1918.

Henry Fares
Notary Public.

(SEAL)

*****000*****

Recorded at the request of John A. Bennwitz, November 19, 1918 at 3 O'clock P. M.

Kate W. Kimball
County Recorder.

ENTRY NO. 28930.

Contract Dept. No. 638

Renewal Agreement Audit #4758
Favor - Summit Furniture Company,
Exp. 9-1-18.

PIPE LINE CROSSING AGREEMENT (Existing)

THIS AGREEMENT, made and entered into this First (1st) day of September, 1918, by and between W. J. Meadco, Director General of Railroads, United States Railroad Administration, operating the Union Pacific Railroad (hereinafter called the "Director General"), party of the first part, and Summit Furniture and Mercantile Company, a corporation of the State of Utah, (hereinafter called the "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Government of the United States, under authority of law, has taken over for the purpose of operation various railroads of the United States, including the Union Pacific Railroad, and is at the date hereof operating such railroad by and through the Director General and his duly appointed agents and representatives; and

WHEREAS, the Licensee desires to continue the maintenance and operation of an eight (8) inch sewer pipe line (hereinafter called "pipe line") extending underground across the right of way and underneath the roadbed and track or tracks of the Union Pacific Railroad Company at or near Coalville, County of Summit, State of Utah, in the location described as follows, to-wit:

Extending underground across the right of way and underneath the roadbed and tracks of the Union Pacific Railroad Company, approximately along a straight line from a point in the easterly boundary line of said right of way, which said point is approximately one hundred seventy-two (172) feet distant southeasterly from (when measured along said easterly boundary line) the southeasterly line of Centre Street, to a point in the westerly boundary line of said right of way, which said point is approximately two hundred (200) feet distant northwesterly from (when measured along said westerly boundary line) the northwesterly line (produced) of First Street South; all in said Coalville.

IT IS THEREFORE AGREED by and between the parties hereto as follows, to-wit:

- (1) **DIRECTOR GENERAL GRANTS RIGHT TO LICENSEE:**
The Director General does hereby grant unto the Licensee the right, during the term hereof, to maintain and operate the said pipe line in the location hereinbefore described, which grant is made expressly subject to the observance and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter contained to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Director General of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Director General to avail himself of any subsequent breach thereof.
- (2) **RENTAL:**
The Licensee shall pay to the Director General as rental for the term hereof the sum of Five Dollars (\$5.00).
- (3) **SIZE AND KIND OF PIPE:**
The said pipe line where it crosses underneath the said roadbed and tracks is provided for by and shall be maintained with iron or steel pipe with an internal diameter of eight (8) inches and the same shall be maintained at such an elevation that the top thereof shall be not less than three and a half feet below the base of the rails of said track or tracks.
- (4) **LICENSEE TO BEAR ENTIRE EXPENSE:**
The Licensee shall bear the entire cost and expense in connection with the maintenance, repair or renewal of said pipe line, including any and all expense which may be incurred by the Director General in connection therewith for supervision, inspection, or otherwise; but all the work upon the same within the limits of the right of way of the Union Pacific Railroad Company shall be done under the direction of and according to plans and specifications approved by the Director General.
- (5) **PERMIT SUBJECT TO NEEDS OF DIRECTOR GENERAL:**
The Director General notwithstanding the aforesaid grant shall have the right