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Hudson Williams
385 N. 1st W
Logan*

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STATE OF UTAH | 85
COUNTY OF CACHE |
FILED AND RECORDED FOR
J. W. Quayle
JAN 30 11 40 AM '75

GRETTA B. SMITH
COUNTY RECORDER
DEPUTY *D. B. H.*

LICENSE AGREEMENT

LICENSE AGREEMENT entered into between LOGAN NORTHWEST FIELD IRRIGATION COMPANY, c/o J. W. Quayle, 711 West 10th North, Logan, Utah 84321, First Party; BENSON IRRIGATION COMPANY, c/o Roy Rees, 2996 West 3400 North, Benson Ward, Utah 84321, Second Party; and PRICE RENTALS, INC., 35 Century Park-Way, Salt Lake City, Utah 84111, Third Party;

WITNESSETH:

WHEREAS, Third Party is developing the Cache Valley Mall, situated at the intersection of Main Street and 14th North Street, Logan, Cache County, Utah 84321, and in connection therewith will install storm drains to permit the discharge of surface water from the building and parking area to be constructed on said Mall; and

WHEREAS, Third Party desires that the surface water on the said Mall shall discharge into the irrigation canal of the First and Second Parties in accordance with the terms and conditions of this License Agreement;

It is hereby mutually agreed as follows:

1. That Third Party has caused to be prepared a site plan entitled Cache Valley Mall, Logan, Utah prepared for John Price Associates, Inc., Bush and Gudgell, Inc., Job #27160, dated August, 1974; and
2. That in the development and use of said Mall certain waste and drain waters will accumulate at the intersection of Main Street and 14th North Street, in Logan, Cache County, Utah, and thereupon leave said Mall property and flow in a northwesterly direction diagonally across the intersection of said streets in a flat arch pipe 36 inches by 22 inches in size, which said pipe is now in place, and which said water will thereafter run in a westerly direction along said 14th North Street to a point of intersection with the irrigation canal of the first and second parties.

BOOK **173** PAGE **194**

3. That the First Party and the Second Party each grant to the Third Party a license to dump said water into the canal belonging to the First and Second Parties, wherein said water will become part of the irrigation water and system of the said First Party and Second Party.

4. That this license shall run for a term of twenty-five (25) years, commencing on the 1st day of January, 1976, and terminating on the 31st day of December, 2000. Third Party shall have the right to renew this license for an additional term of twenty-five (25) years on the same terms and conditions as herein contained by serving written notice to First and Second Parties of its election to so renew this license at least six (6) months prior to the expiration of the initial term hereof.

5. That Third Party agrees to pay to the First and Second Parties to be shared by them in proportion to their respective ownerships, the sum of \$500.00 per year, payable in advance on or before the 1st day of January of each year during the first five (5) years of the term of this lease. The rental to be paid during each succeeding five (5) years of the term hereof shall be negotiated by the parties hereto and agreed upon prior to the expiration of the previous five (5) year period; provided, however, that in no event shall the rental for any five (5) year period be increased in excess of the rental for the previous five (5) years times the percentage that the cost-of-living index reported by the United States Department of Labor for the Denver, Colorado area has increased during said previous five (5) year period.

6. That the flow of said water and the maintenance, upkeep and repair of said water and conduits while on said Mall property and from the point of departure therefrom until said water is dumped into said canal, is and shall be the sole responsibility of the Third Party, and that the maintenance, upkeep and repair of the irrigation canal of the First and Second Parties and the flow of water through said canal from the point of departure shall be the sole responsibility of First and Second Parties.

7. That at the time said water enters the canal of the First Party and the Second Party, it shall become part of the waters of said Irrigation System, and under the sole, joint control of the First Party and the Second Party.

WITNESS the hands of the parties, this 30th day of December, 1974.

LOGAN NORTHWEST FIELD IRRIGATION

By [Signature]
[Signature]
[Signature]
FIRST PARTY

BENSON IRRIGATION COMPANY

By [Signature] President
SECOND PARTY

PRICE RENTALS, INC.

By [Signature] President
THIRD PARTY