

L. J. Andersen
June B. Andersen
The Buyer

State of Utah X
County of Salt Lake X SS

Personally appeared before me this 10 day of May 1944, L.J. Anderson -- one of the Signors of the foregoing instrument, and duly acknowledged to me that he executed the same.

Com Exp
3/29/48



J H McKnight
Notary Public, S.L.C.
Salt Lake City, State of Utah
Abstracted 13.2N-1W

Recorded May 11, 1944 at 12:35 P.M.

Quinn Hess County Recorder

No. 86686 PIPE LINE AGREEMENT

THIS AGREEMENT made and entered into this 8th day of March 1944, by and between the DAVIS AND WEBER COUNTY CANAL COMPANY, Party of the first part, (hereinafter called the "Canal Company") and UNITED STATES OF AMERICA, represented by the Contracting Officer of the Federal Works Agency executing this agreement, (hereinafter called "Licensee") party of the second part, WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter maintain and operate a sewer pipe line (hereinafter called "pipe line") extending underground across the right of way and underneath the Davis & Weber County Canal at the following three locations: the center lines of pipe being described as follows:

- (1) Commencing on the south side of the Canal right of way at a point 51 ft. west and 999 ft. north of the southwest corner of the SE 1/4 SE 1/4 Sec. 6, T. 4 N, Range 1 W., S.L.B. & M. and running north 46.5 ft. to the north side of said canal right of way.
- (2) Commencing on the west side of the Canal right of way at a point 48 ft. south and 1251 ft. east of the northwest corner of Sec. 24, T. 5 N, R 2 W., S.L.B.&M, and running east 66 ft. to the east side of said Canal right of way.
- (3) Commencing on the west side of the Canal right of way at a point 19 ft. north and 90 ft. east of the west 1/4 cor. of Sec. 25, T. 5 N, R 2 W., S.L.B.&M., and running east 50 ft. to the east side of said Canal right of way.

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

1. CANAL COMPANY GRANTS RIGHT TO LICENSEE:

The Canal Company does, subject to all grants, easements, and rights-of-way of every description heretofore granted over and across its canal and right-of-way, hereby grant unto the Licensee the right to construct and thereafter, 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 Canal Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the

Canal Company to avail itself of any subsequent breach thereof.

2. SIZE AND KIND OF PIPE:

The said pipe line where it crosses underneath the said canal shall be reinforced spun concrete pipe with an internal diameter of twelve (12") inches and the same shall be constructed and maintained at such an elevation that the top thereof shall not be less than one foot below the bottom of the canal, whether the canal remains as it is now or may be hereafter reconstructed so as to lower the bottom thereof.

3. LICENSEE TO BEAR ENTIRE EXPENSE:

The Licensee shall bear the entire cost and expense in connection with the construction, reconstruction, maintenance, repair or renewal of said pipe line, including any and all expense which may be incurred by the Canal Company 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 Canal Company shall be done under the direction of and according to the plans and specifications approved by the Canal Company.

4. PERMIT SUBJECT TO NEEDS OF CANAL COMPANY:

The Canal Company, notwithstanding the aforesaid grant shall have the right to retain its existing canal at and in the vicinity of said pipe line in its present location, and nothing that has already been done or suffered by the Licensee 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 canal, as the same is now constructed or may be hereafter constructed or reconstructed, or of any other canal that may hereafter be constructed within the limits of said right-of-way; and the Canal Company reserves and shall have the right at any and all times to make such changes in said existing canal and structures, or in the present standard thereof, and to construct, maintain and operate such additional canals or structures where said pipe line is to be constructed, and across the same, as from time to time it may elect; and the Licensee shall bear the expense of moving, removing or making such modifications of said pipe line as may be required by the Canal Company in connection with such changes in said canal and structures, or in the present standard thereof, and such additional canal or structures. The obligation of the Licensee in this agreement prescribed with reference to the maintenance, repair and renewal of said pipe line as originally constructed shall apply to said pipe line as relocated, changed or modified within the contemplation of this section.

5. PIPE LINE NOT TO INTERFERE WITH OPERATION OF THE CANAL:

The said pipe line and all parts thereof within and outside of the limits of the right-of-way and premises of the Canal Company, shall be constructed and at all times reconstructed, maintained, repaired, renewed and operated by the Licensee in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the canal, as the same is now or may hereafter be reconstructed, property and premises of the Canal Company, both as regards operation, maintenance, repairs or renewals, or possible new construction by the Canal Company.

6. SALE OF RIGHT-OF-WAY:

In the event the Canal Company shall dispose of any portion of its property

on which the pipe line is located as herein provided, such property shall pass to the vendee subject to the right or license herein vested in the Licensee.

7. DISUSE OF PIPE LINE:

Disuse of said pipe line for the purpose for which it was originally constructed continuing at any time for a period of one year, shall constitute an abandonment thereof by the Licensee and of the grant herein made, and in case of such an abandonment or the breach by the Licensee of any of the conditions, agreements and covenants herein contained, the Canal Company shall have the right to terminate this agreement at any time by giving thirty (30) days notice in writing to the Licinsee of its 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 Canal Company by reason thereof.

8. REMOVAL OF PROPERTY OF LICENSEE:

Within fifteen (15) days after the termination of this agreement howsoever, the Licensee shall remove all property of the Licensee herein provided for from that portion of the right-of-way of the Canal Company not occupied by the said canal, and shall restore the same to its original condition to the satisfaction of the Canal Company; and if the Licensee fails so to do the Canal Company may do such work of removal and restoration at the cost and expense of the Licensee. The Canal Company may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove that portion of said pipe line located underneath said canal and restore said canal to its original condition, or it may permit the Licensee to do such work or removal and restoration under the supervision of the Canal Company; and in the event of the removal by the Canal Company of the property of the Licensee as herein provided; and of the restoration of said canal and right of way to their former condition, the Canal 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 or action for damages or otherwise that the Canal Company may have against the Licensee.

9. AGREEMENT NOT TO BE ASSIGNED:

The Licensee shall not assign this agreement or any of the rights hereunder, except to any public agency in and of the State of Utah, without obtaining the consent, in writing, of the Canal Company.

10. EFFECTIVE DATE:

This agreement shall be effective from and after the day and date first hereinabove written and shall continue in full force and effect until terminated as provided, and all of the covenants, agreements and conditions herein contained on the part of the Licensee to be kept, observed and performed shall attach to and run with the system of which said pipe line is a part.

11. LIABILITY:

The Canal Company does not assume any liability for injury or damage to any person or property incident to or that may arise during and in consequence of

(a) the use, occupancy and enjoyment in accordance with this agreement by the Licensee of the lands, premises and the right-of-way of said Canal Company or

(b) the construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any or all of the structures and facilities aforesaid, or any part thereof, and the Licensee hereby covenants and agrees to indemnify and save harmless the Canal Company from any and all claims for damages to property or persons caused or contributed to by any act or omission of the Licensee hereunder.

And the Licensee agrees to use, occupy and enjoy the lands, premises and right-of-way of the said Canal Company herein granted, and to use, employ and maintain said structures and facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the canal of said Company, or interference in any manner with the operation thereof.

12. BENEFIT TO POLITICAL REPRESENTATIVES:

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained, shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

13. NO PRISON LABOR:

In the performance of this agreement no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several states or territories or municipalities having criminal jurisdiction.

14. AVAILABILITY OF FUNDS:

All expenditures to be made, or liabilities assumed by the Licensee hereunder, shall be subject to the availability of funds therefor, or to an appropriation for such purpose by the Congress of the United States.

15. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and inure to the benefit of the Canal Company, its successors and assigns, the Licensee and the successors in interest 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:
Jennie P. Stewart

DAVIS & WEBER COUNTY CANAL COMPANY
By D D Harris

Witness:
George J. Lyons

Mgr
Title
UNITED STATES OF AMERICA
By W H Cheney
Its Regional Director
Federal Works Agency
Project No. Utah 42-114F

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State of Utah |
County of Weber | SS.

On the 28th day of April, 1944, personally appeared before me, D.D. Harris, who being by me duly sworn, did say that he is the Manager of the Davis & Weber Counties Canal Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said D.D. Harris

acknowledged to me that said corporation executed the same.

My Commission Expires

June 6, 1944



Robert C. Nye

Notary Public

Residing at Ogden, Utah.

Recorded May 12, 1944 at 11:20 A.M.

Abstracted 8-4N-1W
24-5N-2W
25-5N-2W

Alice Hess County Recorder

No. 86710

January 16, 1941

It being mutually agreed by and between Finly G. Brooks and David Mabey that each have paid one-half of the purchase price on 3/4 acre of ground purchased from the David Lawson, Estate, located in Lot 1, Block 17, Plat "A", Bountiful Townsite Survey. Also all of Lot 2 and 3, Block 6, Plat "A" and all of Lots 5 and 6, in Block 6, Bountiful Townsite Additional Survey. Said piece of property is being purchased from Bountiful City. It is mutually agreed that each own an undivided one-half interest in said properties.

Witness

Finly G Brooks

Leland H. Sessions

David Mabey

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 16th day of January, A.D. 1941 personally appeared before me David Mabey and Finly G. Brooks, the signers of the within instrument, who duly acknowledged to me that They executed the same.

My commission expires

April 17, 1944



Leland H Sessions

Notary Public

Bountiful, State of Utah

Recorded May 16, 1944 at 1:45 P.M.

Abstracted B-17-a
B-6-a-a add'l.

Alice Hess County Recorder

No. 86730

RIGHT OF WAY DEED

THIS INDENTURE, made this 16 day of April in the year one thousand nine hundred and 40 by and between Hugo Mueller as Attorney-in-fact of Werner Otto Bunge of the County of Davis, and State of Utah. and Tracy Loan & Trust Co., Mortgagee, of the County of Salt Lake State of Utah, who joins herein for the purpose of releasing the hereinafter described land intended to be conveyed, from the lien of a mortgage dated the 12 day of November, in the year 1938, and recorded in Book 1-R-42 of the records of Davis County, Grantors, parties of the first part, and the United States of America, Grantee, party of the second part;

WITNESSETH:

That, for and in consideration of the sum of one dollars (\$1.00), to him in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the part of the first part do hereby grant, bargain, sell, convey and confirm unto the United States of America, an easement and right-of-way in gross over the following tract of land, situate, lying and being in the County of Utah, and

See Instrument in Bk. 643 Page 786