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license, is hereby given to the Owner or to any agent or servant of or other person duly authorized by the Owner to enter in and upon any land or premises upon which said material may at any time be, and to retake possession of said material by force, if necessary, without being liable to any action, suit, claim or demand by the Lessee or anyone claiming under it, or by any other party, and the Lessee hereby agrees to pay the cost of any such retaking.

Sixteenth:- If the Owner shall demand the return of the said material upon the expiration of the term of this agreement and the Lessee shall not within ten (10) days after such expiration return the same as herein provided, said Lessee hereby agrees to pay for the time that said materials shall be so withheld the rent at the rate of three hundred dollars (\$300.00) per month for said ten days after expiration of said terms, and at the rate of three hundred and fifty dollars (\$350.00) per month for such holding over after said ten days and each part of every month of such holding over after ten days, shall be held for full month and all other terms, conditions and provisions of this agreement shall remain in full force and effect until said property is redelivered to the Owner.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals the day and year first above written.

Orenstein-Arthur Koppel Company,  
 D. W. Dodre  
 Associate Pac. Coast Manager.  
 McLean Francisco Co. (Seal)  
 B. H. Davis (Seal)

SCHEDULE OF MATERIALS.

	VALUE OF MATERIALS.		
	Units	Dollars	Cents
16 Koppel Square Box cars of 4 cubic yard capacity, 36" gauge, exactly as per Koppel Companys letter and quotation dated July 11, 1912, 4 of above being equipped with hand brake.	:	:	:
	:\$190.00	:\$3040	: 00

Filed for record and recorded August 12, A.D. 1912, at 9:45 o'clock A.M.

*J.B. Wallace County Recorder*  
*By H.B. Peterson Deputy*

AGREEMENT TO CONSTRUCT SEWER MAIN.

This agreement made the 3rd day of August, A.D. One Thousand Nine Hundred Twelve, between Henry De Bry of Ogden City, Weber County, State of Utah, party of the first part and Ephraim Whittier of the same place, party of the second part to this agreement. WITNESSETH:

That the said Ephraim Whittier, party of the second part for and in consideration of the sum of \$1.00 lawful money of the United States to him in hand paid, by the said Henry De Bry, party of the first part herein, the receipt whereof is hereby acknowledged grants unto the said party of the first part, right to enter upon his premises, situate in Ogden City, Weber County, State of Utah, and located upon Block 48, Plat "C" of Ogden City Survey, and to construct and maintain a sewer over and across said premises to connect with premises and dwelling of said party of the first part, reserving however unto himself, his heirs, administrators and assigns, the right to connect with said sewer main at any time provided, the hereinafter named covenants and agreements have first been fully complied with and the said party of the first part, for and in consideration of the grant-

A.B.A.

ing unto him by the party of the second part, the right to enter upon the premises of the said party of the second part, and to construct or cause to be constructed said Sewer main, and to maintain the same and also in consideration of the further covenants and agreements entered into on the part of the party of the second part, for himself his heirs, administrators, and assigns, agrees and binds himself to at once upon the signing of these presents, proceed to construct said sewer main, or cause the same to be constructed across the premises of the said party of the second part, and to advance the payment of the same, for the construction thereof, and the party of the second part, for himself, his heirs, administrators and assigns, agrees to reimburse the said party of the first part, for the costs of the construction of said sewer main, over and across his premises, the sum of \$30.00 within one year from date, without interest before maturity and 1% per month after maturity and it is hereby mutually understood, and agreed between the parties hereto, that the said outlay for the construction of said sewer by the party of the first part, shall constitute a lien upon the premises of the said party of the second part, and the said party of the first part, shall have the privilege to enforce said lien in the manner as provided by law for the foreclosure of Mechanic Liens and if the said party of the first part, by reason of the non-payment in whole or in part, by the said party of the second party, of the said \$30.00 shall be placed in the necessity of foreclosing said lien, then in that event, the said party of the second part, his heirs, administrators and assigns, shall forever be prohibited from making use of said sewer main, or making any connections thereon, to all of which covenants and agreements, the parties hereto, they bind themselves, their heirs, administrators or assigns.

In witness whereof the parties hereto have affixed their hands and seal the day and year first above written.

Signed in the presence of  
G. J. S. Abels

Henry De Bry  
Ephraim Whittier

STATE OF UTAH            )  
                                  ) ss  
County of Weber        )

On this the 3rd day of August, A.D. 1912, personally appeared before me Henry De Bry and Ephraim Whittier, the parties to the within agreement, who acknowledged to me that they executed the same.

G. J. S. Abels, Notary Public

.....  
G. J. S. Abels, Notary Public.  
Weber County, Utah

..... My commission expires December 13th, 1912.

Filed for record and recorded August 16, A.D. 1912, at 3:40 o'clock P.M.

*J. B. Wallace* County Recorder  
by *A. B. Peterson* Deputy