

(163344)

EASEMENT

No. 127-E-16

8k 14 Pg 455

Richard Yeates and _____ Yeates, his wife, Grantors of Logan, County of Cache, State of Utah, hereby license and permit the State Road Commission of Utah, Licensee, for the sum of Fifteen & no/00 Dollars to use the following described premises situated upon the grantors' land in Cache County, Utah, for the purpose of reconstructing thereon an irrigation ditch:

A strip of land 5 feet wide, adjacent to the east right of way line of highway known as N.R.H. Project No. 127-E between Engineer's Stations 142+57 and 149+42, containing 0.079 acre.

After said ditch is reconstructed on above described premises at expense of Licensee, the Licensee is thereafter relieved of any further claim or demand for damages, costs or maintenance charges which may accrue against said irrigation ditch or appurtenances thereof.

Witness the hands of said grantors, this 26th day of Mrch., 1936.

WITNESS:

F. D. Miles

R. E. Yeates

Subscribed and sworn to before me this 26 day of March 1936.

H R Pedersen

Notary Public
Residing at Logan, Utah.

(NOTARIAL SEAL)

Filed for Record June 18th A.D. 1936 at 10:00 o'clock A.M.

(163345)

EASEMENT

No. 127-E-15

Henrietta O. Nyman & Susan O. Hancey, Guardians of LaPreal McKinney Grantors of Logan, County of Cache, State of Utah, hereby license and permit the State Road Commission of Utah, Licensee, for the sum of Ten and no/100 Dollars to use the following described premises situated upon the grantors' land in Cache County, Utah, for the purpose of reconstructing thereon an irrigation ditch:

A strip of land 5 feet wide, adjacent to the east right of way line of highway known as N.R.H. Project No. 127-E between Engineer's Stations 130+64 and 134+57, containing 0.045 acre.

After said ditch is reconstructed on above described premises at expense of Licensee, the Licensee is thereafter relieved of any further claim or demand for damages or maintenance charges which may accrue against said irrigation ditch, or appurtenances thereof.

Witness the hands of said grantors this 27th. day of April, 1936.

WITNESS:

F. D. Miles

Henrietta O Nyman
Susan O. Hancey

Subscribed and sworn to before me this 27th day of April 1936.

H. R. Pedersen

Notary Public
Residing at Logan, Utah

(NOTARIAL SEAL)

Filed for Record June 18th A.D. 1936 at 10:02 o'clock A.M.

(163366)

CONTRACT

THIS AGREEMENT, made and entered into as of the 18th day of March, 1936, by and between the OREGON SHORT LINE RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter collectively called "Railroad Company"), parties of the first part, and the CORNISH WATER USER'S ASSOCIATION, a voluntary unincorporated association, (hereinafter called "Licensee"), party of the second part,

WITNESSETH:

RECITALS:

The Licensee desires to construct and thereafter maintain and operate a water pipe line (hereinafter called "pipe line"), extending underground across the right of way and underneath the roadbed and track of Railroad Company at Mile Post 0.41 Sugar Factory Spur at Cornish, Cache County, Utah, in the location described as follows, to-wit:

Beginning at a point in the Northerly right of way boundary 33.0 feet perpendicularly distant from the center line of main track of Sugar Factory Spur at Engineer's Station 21 plus 50.0; thence 66.0 feet Southerly to a point in the Southerly right of way boundary 33.0 feet perpendicularly distant from center line of said main tract at Engineer's Station 21 plus 50.0. Said pipe line will cross said center line at an angle of 90 degrees 00 minutes to the right at Engineer's Station 21 plus 50.0 which is 3167.5 feet Northeasterly measured along said center line from its intersection with the South line of Section 3, Township 14 North, Range 1 West, Salt Lake Meridian, substantially in the location indicated by a yellow line on the attached print dated March 26, 1936, marked Exhibit "A" and hereby made a part hereof.

AGREEMENT:

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

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

The Railroad Company does 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 agreement hereinafter contained to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Railroad Company of any breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.