

No.24821.

ASSIGNMENT OF EASEMENT

I, Roland Bohman, of Peterson, Morgan County, Utah, hereby assign to the Peterson Pipe Line Association, an easement to construct, maintain and operate a water pipe line across so much of the following property as may be now owned by me:

Sec. 1, Township 4 North, Range 1 East Salt Lake Base & Meridian, U.S. Survey

COUNTY OF MORGAN)
: ss.
STATE OF UTAH)

Roland Bohman

On the 27 day of November, 1948, personally appeared before me Roland Bohman, who duly acknowledged before me that he executed the foregoing Assignment.

(Notary Seal)

A. C. Welch

Notary Public

My Commission Expires: March 12, 1949.

Residing in Morgan County, Utah

Filed for record and recorded January 9, A.D., 1951, at 3:55 o'clock P.M.

County Recorder

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No.24822.

ASSIGNMENT OF EASEMENT

I, Glen T. Orton, of Peterson, Morgan County, Utah, hereby assign to the Peterson Pipe Line Association, an easement to construct, maintain and operate a water pipe line across so much of the following property as may be now owned by me:

Sec. 6, Township 4 North, Range 2 East. Salt Lake Base & Meridian, U. S. Survey.

COUNTY OF MORGAN)
: ss.
STATE OF UTAH)

Glen T. Orton

On the 27 day of November, 1948, personally appeared before me Glen T. Orton who duly acknowledged before me that he executed the foregoing Assignment.

(Notary Seal)

A. C. Welch

Notary Public.

My Commission Expires: March 12, 1949

Residing in Morgan County, Utah

Filed for record and recorded January 9, A.D., 1951, at 4:00 o'clock P.M.

County Recorder

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No.24823.

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

PIPE LINE AGREEMENT

THIS AGREEMENT, Made and entered into this 16 day of Sept. 1949, by and between the Board of Commissioners of Morgan County, State of Utah, pursuant to and as authorized by action of the Board at its regular meeting held Sept. 16, 1949, party of the first part, and the Peterson Pipe Line Association, a corporation duly organized and existing under the laws of the State of Utah, having its principal office at Peterson, Morgan County, State of Utah, party of the second part:

WITNESSETH, That for and in consideration of the sum of One Dollar (\$1.00) paid by the party of the second part to the party of the first part, and the express covenants and agreements herein contained, all of which are agreed to be sufficient consideration to support this contract., the party of the first part hereby grants to the said party of the second part the right to construct and install, and thereafter use and maintain a metal water pipe line along, under and across the county road right-of-way located along all the County roads in the Peterson area from Mr. George Fearn's on the South to the Weber River and

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the U. P. right-of-way on the North, in Morgan County, State of Utah.

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The Pipe line is to be placed along all county roads in Peterson Town where it is necessary to run water lines, no closer than eight (8) feet to the shoulder of the county road at any point except when necessary to cross the road. More particularly described as follows: In Section 6, 7 & 8, Township 4 North, Range 2 East of the Salt Lake Base and Meridian and in Section 31, Township 5 North, Range 2 East of the Salt Lake Base and Meridian.

FOR AND IN Consideration of the above the party of the second part agrees as follows:

1. To bear the entire expense in connection with the construction, maintenance and renewal of said pipe line.
2. To construct and at all times maintain, repair and renew said pipe line in such a manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the road.
3. To be solely responsible and liable for any damages to the road or adjoining property resulting from the construction and use of said pipe line.
4. The party of the first part consents to the mortgaging of this agreement to the United States.

Add to Paragraph #3: As in such cases as is necessary to cross County roads with pipe line, the road will be repaired and left in as good condition as prior to laying of pipe line.

5. Before any deviations are made from location of pipe line on the hereto attached drawings which are made a part of hereof reference, that written consent from County Engineer must be obtained.

6. That the pipe will not be laid any closer than eight feet to the shoulder of the road at any point, except when necessary to cross the road.

C.A.B. H.H.O. D.W.

James T. Palmer
Chairman, Co. Comm.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers on the day and year first hereinabove written.

ATTEST:

Dorothy Wright
Deputy Clerk

(Clerk Seal)

ATTEST:

H. Hugo Olsen
Secretary

(Corporate Seal)

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

BOARD OF COMMISSIONERS OF MORGAN COUNTY

By James T. Palmer
President.

PETERSON PIPE LINE ASSOCIATION

By C. Alfred Bohman

On this 16 day of Sept. 1949, before me, a Notary Public, personally appeared James T. Palmer and Dorothy Wright, known to me to be the President and Deputy Clerk, respectively, of the Board of Commissioners of Morgan County, State of Utah, and acknowledged to me that such Board executed the above and foregoing agreement.

(Notary Seal)

My Commission expires 9-10-51.

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

W. J. Thayne
Notary Public.
Residing at Ogden, Utah

On this 16 day of Sept. 1949, before me, a Notary Public, personally appeared C. Alfred Bohman and H. Hugo Olsen, known to me to be the President and Secretary, respectively of the Peterson Pipe Line Association, Inc. and acknowledged to me that said

corporation executed the above and foregoing agreement.

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(Notary Seal)

My Commission Expires 9-10-51

W. J. Thayne
Notary Public.
Residing at Ogden, Utah

Filed for record and recorded January 9, A.D., 1951, at 4:05 o'clock P. M.

Anna Sommers
County Recorder

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No.24824.

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Leslie T. Nicholas and Maud E. Nicholas, his wife , hereinafter called the Grantor, in consideration of the sum of One and no/100 Dollar, to him paid by PETERSON PIPE LINE ASSOCIATION, Peterson,Utah, hereinafter called the Grantee, the receipt of which is hereby acknowledged, does hereby grant to the said grantee, his (their its) heirs, executors, administrators, successors and assigns the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove pipes, pipe fittings, hdtrants and any other parts pertaining to the Pipe Line. upon, over, under and across the following described lands owned by the Grantor, lying in Morgan County, State of Utah to-wit:

In Section 31, T. 5 N., R. 2 E. S1M., Beg. at the SE. cor. of Sec. 31, and running th. W. 21.75 chs; th. N. 20 degrees W. 5 chs; th. S. 88 degrees 25' W. 1.4 chs.; th. N. 3 degrees 55' W. 3.75 chs; th. S. 88 degrees 25' W. 3 chs. th. N. 11.0 chs; th. E. 27.5 chs; th. S. 20.0 chs. to beg. Con. 50 acres less .86 sold for r-o-w- 49.14,

together with the right of ingress and egress for the purpose for which the above mentioned rights are herein granted.

The Grantor (and each of them) covenants to and with the Grantee that he is the owner of said tract and that the same is free from encumbrances except as follows: I have found no indebtedness against the above described property,

Anna Sommers
County Recorder

and that he will, and his heirs, executors, administrators, successors, and assigns shall and will forever defend the said premises against the lawful claims and demands of all persons whomsoever except those above specified.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 17 day of August, 1950.

Leslie T. Nicholas
Maud E. Nicholas
Mrs Leslie T. Nicholas

ACKNOWLEDGMENT OF AN INDIVIDUAL GRANTOR

STATE OF UTAH)
 : ss.
COUNTY OF Morgan)

On this 17 day of Aug. 1950, before me a Notary Public in and for said County and State, personally appeared Leslie T. Nicholas and Maud E. Nicholas (Mrs. Leslie T Nicholas) to me known to be the indentical individuals described in and who executed the within and foregoing instrument and each on oath acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Notary Seal)

My Commission expires 9-10-51

W. J. Thayne
Residing at Ogden, Notary Public
in and for the State of Utah

Filed for record and recorded January 9, A.D.,1951, at 4:10 o'clock P. M.

Anna Sommers
County Recorder