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STATE OF UTAH  
COUNTY OF CACHE  
FILED AND RECORDED FOR  
*Lamont Leishman*  
JAN 6 11 35 AM '72  
IN BOOK 140 OF RECORD  
PAGE 414-415-416  
DRETTA S. SMITH  
COUNTY RECORDER  
DEPUTY

### AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of November, 1971, by and between Nibley Blacksmith Fork Irrigation Company, party of the first part, and Hesston of Utah, a corporation, party of the second part,

### W I T N E S S E T H

THAT WHEREAS, the canal of the party of the first part as now constructed and has been located for many years last past, courses generally north and south across the property of the party of the second part, described as follows:

The East 59 Rods of the Southwest quarter of the Northwest quarter of Section 21 Township 11 North, Range 1 East; Except 1.11 acres conveyed to the OSLRR for the Right-of-way; Net area 28.39 acres more or less.

as an open canal, and

WHEREAS, the party of the second part desires the right to build over the canal which will involve enclosing the canal in a pipe, a distance of approximately 400 feet and which pipe may be in the nature of a siphon, to enable it to go under the building,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the party of the first part hereby grants to the party of the second part the right to reroute the canal in a slightly different direction as it crosses the said property, and to enclose it in a pipe in such a manner that the canal can carry at least but not more than 7 C.F.S. of water. That the maintenance of the open canal will be maintained by Nibley Blacksmith Fork Irrigation Company. The maintenance of the pipe and siphon portion thereof will be maintained by the party of the second part.

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2. In case of the plugging of the said pipeline or siphon, the party of the second part agrees to restore the normal flow within a period of five days to meet the irrigation time cycle.

3. It is further understood and agreed that the change of the location has been partially completed and designates the routing which will be used. It is agreed that the siphon will be tested and approved by the party of the first part prior to the 1972 irrigation season.

4. The party of the second part will provide to the party of the first part, a surveyed print of the location of the said pipeline.

5. If the building shall be removed or for any reason the pipeline is abandoned, then the party of the second part and its successors agree at their expense to restore the open canal to a similar operation as before the pipeline was constructed.

6. This agreement shall be binding upon the parties hereto, and their successors in interest, and shall be recorded in the office of the County Recorder of Cache County, Utah.

WITNESS the hands of the parties hereto the day and year first above written.

Nibley Blacksmith Fork Irrigation Co.,  
a corporation

By *Samuel Leishman*  
President  
Party of the First Part

Attest:

*Samuel Leishman*  
Secretary

HESSTON OF UTAH, a corporation

By *Edwin J. Burrows*  
Party of the Second Part

Edwin J. Burrows personally appeared  
and signed  
Notary Public  
State of Utah, County of Cache

CORPORATE ACKNOWLEDGMENT

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STATE OF UTAH

County of Cache

On the 30 day of November A.D. 19 , personally  
appeared before me Lamont Leishman and Lamont Schenk  
who, being by me duly sworn, did say that they are the  
President and Secretary  
respectively of the Nibley Blacksmithfork Irrigation Company and that the  
said instrument was signed in behalf of said corporation by authority of a resolution of its board  
of Directors

and the aforesaid officers acknowledged to me that said corporation executed the same.

  
Notary Public

Commission expires: Dec 4, 1972  
Residing in Logan, Utah



HICKMAN ABSTRACT CO.  
Logan, Utah

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