

STATE OF WASHINGTON)
COUNTY OF KING)ss

On this 31st day of December, 1918, before me, the undersigned Notary Public, personally appeared G. F. Scollard, M. S. Harvey and J. H. Rauser, to me known to be the identical persons who executed the above and foregoing instrument as Trustees, and also at the same time and place appeared G. F. Scollard, M. S. Harvey, J. H. Rauser, Gilbert Utter and E. H. Winslow, to me known to be the identical persons who signed said instrument as subscribers, and they and each of them acknowledged the execution of said instrument to be their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal, the day and year above written.

(Notarial)
(Seal)

G. E. Beebe

Notary Public in and for the State of Washington, residing at Seattle, Washington.

My commission expires Apr. 25, 1920

Recorded at the request of E. H. Winslow Jan 5 1919 at 3:20 P. M. in Book "3-J" L. & L. pages 6-6-7-8-9, Entered in Misc Index #4539, Recording fee paid \$7.00, (Signed) Berkley Olson, Recorder, Salt Lake County, Utah, By J E Salisbury, Deputy.

05376

WATERWAY AGREEMENT

A. C. R. NO. 8

Audit No.

Between

G. MeADCO, DIRECTOR GENERAL OF RAILROADS
OPERATING LOS ANGELES & SALT LAKE RAILROAD

and

B. M. COSGROVE
Irrigated Iron Pipe Crossing and Ditch
near Draper, Utah.

THIS AGREEMENT, made and entered into this 16th day of October, 1918, by and between W. G. MeADCO, DIRECTOR GENERAL OF RAILROADS, UNITED STATES RAILROAD ADMINISTRATION, operating the LOS ANGELES & SALT LAKE RAILROAD (hereinafter called the "Director General"), party of the first part, and B. M. COSGROVE, of Draper, Salt Lake County, Utah, (hereinafter called the "Grantee"), party of the second part, WITNESSETH:

That the Director General, in consideration of the covenants and agreements of the Grantee herein contained, has granted and by these presents does grant unto the said Grantee the right to construct and thereafter maintain and operate, during the term hereof, an irrigation ditch to be one (1) foot in width at the bottom and situated on the northeast side of the right of way of the Los Angeles and Salt Lake Railroad in the northwest quarter (NW $\frac{1}{4}$) of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, the center line of which is more particularly described as follows:

Commencing at the intersection of the center line of a twelve (12) inch by twenty-four (24) inch wood box culvert, designated as Bridge 781 "B" and the center line of the main track of the above Subdivision of the Los Angeles & Salt Lake Railroad at Engineer's Station 966+44.5; thence in a southeasterly direction along the center line of said main track six hundred fifty (650) feet; thence in a northeasterly direction at right angles to the center line of said main track fifty (50) feet to the northeasterly right of way line of said Los Angeles & Salt Lake railroad at the place of beginning; thence west six and nine tenths (6.9) feet, to a point forty-five (45) feet distant measured northeasterly at right angles from the center line of said main track; thence in a northwesterly direction parallel with and uniformly forty-five (45) feet distant from the center line of said main track two hundred thirty-six (236) feet; thence north six and nine tenths (6.9) feet, to said northeasterly right of way line. Also,

A twelve (12) inch corrugated iron pipe crossing under the main track of the Los Angeles & Salt Lake Railroad in the northwest quarter (NW $\frac{1}{4}$) of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and more particularly described as follows:

Commencing at the intersection of the center line of said wood box culvert 781 "B" with the center line of said main track at Engineer's Station 966+44.5; thence in a southeasterly direction along the center line of said main track six hundred eighty-four and five-tenths (684.5) feet to Engineer's Station 973+29 where said pipe crosses under said main track at an angle of ninety (90) degrees, the top of said pipe to be not less than twelve (12) inches below the bottom of tie of said main track nor shall said pipe be less than twenty-four (24) feet in length.

The location of said irrigation ditch and pipe relative to trackage is shown on a map attached hereto and made a part of this agreement.

It is agreed that in the construction of such irrigation ditch and pipe, they shall be so located, constructed and maintained as to prevent damage to the roadbed or other railroad property, and that the drainage ditches shall be left free and unobstructed, and in such condition as will insure proper protection and drainage to the tracks.

It is agreed that in the event of the Director General or his successors constructing or attempting to construct any other or additional railroad tracks, or change the location of tracks existing within the limits of the right of way of said railroad, which said construction or changes would cross said irrigation ditch or pipe, or any portion thereof, within the limits of

*****RED INK... HAND WRITTEN... IN MARGIN AND IN THE DOCUMENT... POOR COPY

POOR COPY

Shadowing - Tightly Bound Book

Access same, or opening required

said right of way, the structures required, for such addition or changed tracks, shall be constructed and maintained by the Director General at the sole and exclusive expense of the said Grantee.

It is further agreed by the Grantee that in case the railroad right of way or property is fenced either at the time of construction of the proposed irrigation ditch or subsequently, the said Grantee will pay the expense of properly maintaining a good and lawful fence across and adjacent to said irrigation ditch, and be responsible for the proper maintenance of such fence as well as gates, bars or other openings in said fence put in for or used by the Grantee.

It is further understood and agreed that said irrigation ditch, ^{and} pipe shall be so constructed and maintained as to prevent, so far as possible, injury to railroad property or to adjacent real or personal estate, and the Grantee does hereby further undertake and agree that he will indemnify and save harmless the Director General and the Los Angeles & Salt Lake Railroad Company from all loss or damage whatever, in case of overflow or failure of the banks of said irrigation ditch, to their own property or for damages or expenses growing out of claims of adjacent proprietors or others whose property may be damaged by seepage or overflow from said irrigation ditch.

It is further mutually agreed that if said irrigation ditch is not used for a period of one year or if the Grantee shall continue in default of the performance of any of the undertakings or covenants herein written for the space of thirty (30) days after written notice thereof served upon said Grantee by delivering notice thereof in the United States Post Office, post paid, addressed to said Grantee at Draper, Utah, the Director General shall have the right to revoke this grant. It is further mutually agreed that this license or permit may be revoked at any time by the Director General by giving to the Grantee sixty (60) days' notice in writing, ^{and} at the expiration of said sixty (60) days this agreement shall end and terminate. Upon the cancellation or termination of this agreement, the Director General shall have the right to fill up said ditch and restore the premises to their original condition at the expense of the Grantee.

And the Grantee does hereby further covenant and agree that he will pay to the Director General the cost of any expenditure made in pursuance hereof, within ten (10) days after the rendering of itemized bills therefor.

This agreement shall be binding upon and inure to the benefit of the Director General and his successors in office and the Grantee, his heirs, executors or administrators; and it is agreed that upon the termination of Federal control of the Los Angeles & Salt Lake Railroad and the resumption of operation of said Railroad by the Los Angeles & Salt Lake Railroad Company, the covenants and conditions in this agreement contained shall inure to the benefit of said Los Angeles & Salt Lake Railroad Company, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year aforesaid.

Witnesses:

H E Schell
S J Mickelsen
Approved as to form
Geo H Smith
General Solicitor
A. C. E. O.
10/16/1918.

Approved as to Execution:
Geo H Smith
General Solicitor

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS, UNITED STATES RAILROAD ADMINISTRATION, OPERATING LOS ANGELES & SALT LAKE RAILROAD.

By TTB
General Manager Los Angeles & Salt Lake Railroad.
B M Cosgrove
Approved
C Stradley
Chief Engineer.

STATE OF UTAH) ss.
COUNTY OF SALT LAKE)

I, S J Mickelsen, a Notary Public, do hereby certify that B. M. Cosgrove, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 25 day of Nov, 1918. S J Mickelsen
(Notarial) Notary Public.
My commission expires Dec. 20, 1921. (Seal) Approved as to form

Recorded at the request of O. S. L. Ry Co. Jan 6 1919 at 4:30 P. M. in Book "B-J" L. & L. Pages 249-50, Abstracted in D-12, Page 207, Lines 25 to 30, Recording fee paid \$2.90, (Signed) Berklid Olson, recorder, Salt Lake County, Utah, By J E Salisbury, Deputy.

405451 In the District Court, in and for Salt Lake County, State of Utah
Zion's Savings Bank & Trust Company, a corporation, Plaintiff
-vs- George Kohles, Katherina H. Meisel Kohles, his wife, Henry W. Hooton, and Avalina L. Hooton, Defendants
Judgment Rendered, December 11th, A.D. 1918.
Order of Sale Issued, December 11th, A.D. 1918.
Property Sold, January 4th, A.D. 1919.

I, John S. Corless, Sheriff of Salt Lake County, State of Utah, do hereby certify that

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