

THIS AGREEMENT, made and entered into this 24th day of March, 1944, by and between Utah Fuel Company, a New Jersey corporation qualified to do business as a foreign corporation in Utah, Utah Grazing Lands company, a Utah Corporation, and the Town of Sunnyside, a municipal corporation, hereinafter called "grantors", parties of the first part, and Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation, pursuant to section 5-D of the Reconstruction Finance Corporation Act, as amended, with its general office at Washington, D.C., hereinafter called "Grantee, party of the second part;

Witnesseth: That whereas, grantee is about to construct a pipe line along Grassy Tail Creek extending from what is commonly called the Whitmore Ranch, to a point above the Town of Sunnyside, Carbon County, Utah, for the purpose of conveying waters from said creek to a reservoir located immediately above Dragerton, Carbon County, Utah; and

whereas, grantee desires to obtain from the grantors an easement for such pipe line;

Now therefore, for and in consideration of the sum of one (\$1) dollar and other valuable considerations to each of the parties paid, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, it is agreed as follows, to-wit:

1. The grantors hereby grant to the grantee an easement for a ten to twelve inch steel pipe line, with the right to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove such pipe line below the surface of the ground, the center line of such easement and pipe line being described as follows:

Beginning at a point on the west property line of the Utah Fuel Company which point is on the west boundary of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of section 6, T. 15 S., R. 14 E., S.L.B. & M., and which point is Station 140.0 of the pipe line survey and bears 308.56 feet southerly from the northwest corner of said NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of section 6;

- Thence N 81° 11' E 350.0 feet to station 147 50.0;
- Thence N 79° 07' E 505.0 feet to station 197 56.0 which is same point as station 157 0.0 for line stationing ahead;
- Thence N 59° 20' E 130.0 feet to station 167 50.0;
- Thence N 33° 20' E 240.0 feet to station 187 90.0;
- Thence N 77° 46' E 765.0 feet to station 267 55.0 which is same point as station 267 0.0 for line stationing ahead;
- Thence N 66° 31' E 900.0 feet to station 357 0.0;
- Thence N 70° 54' E 430.0 feet to station 397 30.0;
- Thence N 64° 36' E 313.0 feet to station 427 43.0;
- Thence N 44° 13' E 213.0 feet to station 447 56.0;
- Thence N 35° 05' E 713.0 feet to station 517 68.0 which is the intersection of the east line of section 6, T. 15 S., R. 14 E., at 1045 feet, more or less, southerly from the north-east corner of said section 6;
- Thence N 35° 05' E 432.0 feet to station 567 0.0;
- Thence N 38° 35' E 336.0 feet to station 597 36.0;
- Thence N 33° 21' E 509.0 feet to station 647 45.0;
- Thence N 21° 51' E 47.0 feet to station 647 92.0 which is the intersection of the south line of section 32, T. 14 S., R. 14 E., S.L.B. & M., at 730 feet, more or less, easterly from the southwest corner of said section 32;
- Thence N 21° 51' E 241.0 feet to station 687 33.0;
- Thence N 28° 31' E 443.0 feet to station 727 76.0;
- Thence N 45° 41' E 324.0 feet to station 767 0.0;
- Thence N 58° 31' E 172.0 feet to station 777 72.0;
- Thence N 75° 06' E 669.0 feet to station 847 42.0;
- Thence N 67° 57' E 385.0 feet to station 877 26.0;
- Thence N 43° 02' E 233.0 feet to station 897 59.0;
- Thence N 13° 51' E 991.0 feet to station 997 50.0;
- Thence N 23° 09' W 84.0 feet to station 1007 34.0;
- Thence N 15° 49' W 680.0 feet to station 1077 14.0;
- Thence N 10° 55' E 1151.0 feet to station 1187 65.0;
- Thence N 10° 40' E 779.0 feet to station 1267 44.0;
- Thence N 55° 40' E 120.0 feet to station 1277 64.0;
- Thence N 11° 09' E 60.0 feet to station 1287 24.0 which is the intersection of the north line of section 32, T. 14 S., R. 14 E., S.L.B. & M., at 455 feet, more or less, easterly from North quarter corner of said section 32;
- Thence N 11° 09' E 1034.0 feet to station 1387 58.0;
- Thence N 17° 32' E 1242.0 feet to station 1517 0.0;
- Thence N 15° 40' E 378.0 feet to station 1567 78.0;
- Thence N 6° 34' W 322.0 feet to station 1607 0.0;
- Thence N 3° 34' W 381.0 feet to station 1637 81.0;
- Thence N 3° 50' E 419.0 feet to station 1687 0.0;
- Thence N 3° 13' W 400.0 feet to station 1727 0.0;
- Thence N 8° 49' W 500.0 feet to station 1777 0.0;
- Thence N 10° 30' W 308.0 feet to station 1807 08.0.

Thence N 55° 28' W 568.0 feet to station 224 88.0;  
 Thence N 62° 58' W 570.0 feet to station 230 58.0;  
 Thence N 58° 32' W 531.0 feet to station 235 89.0;  
 Thence N 39° 31' W 247.0 feet to station 238 36.0;  
 Thence N 11° 37' W 480.0 feet to station 243 16.0 which is the intersection of the north line of section 20, T. 14 S., R. 14 E., S.L.B. & M., at 110.0 feet, more or less, easterly from the northwest corner of said section 20;  
 Thence N 11° 37' W 961.0 feet to station 252 77.0;  
 Thence N 5° 07' W 224.7 feet to station 255 01.4;  
 Thence N 4° 46' W 201.4 feet to station 257 02.8;  
 Thence N 7° 37' W 100.3 feet to station 258 03.1;  
 Thence N 14° 50' W 374.6 feet to station 261 77.7;  
 Thence N 15° 53' W 139.4 feet to station 263 17.1;  
 Thence N 49° 33' W 130.4 feet to station 264 47.5;  
 Thence N 50° 11' W 187.8 feet to station 266 35.3;  
 Thence N 50° 19' W 243.0 feet to station 268 78.3;  
 Thence N 45° 51' W 238.4 feet to station 271 16.7;  
 Thence N 15° 30' W 458.3 feet to station 275 75.6;  
 Thence N 15° 38' W 70.0 feet to station 276 45.0 which is the intersection of the section line between sections 17 and 18, T. 14 S., R. 14 E., S.L.B. & M., at 2160 feet, more or less, southerly from the northeast corner of said section 18;  
 Thence N 15° 38' W 194.7 feet to station 278 39.7;  
 Thence N 13° 19' W 167.6 feet to station 280 07.3;  
 Thence N 30° 45' W 113.3 feet to station 281 20.6;  
 Thence N 33° 37' W 332.0 feet to station 284 52.6;  
 Thence N 44° 34' W 210.0 feet to station 286 62.6;  
 Thence N 44° 12' W 102.0 feet to station 287 64.6 which is the point of diversion of pipe line from Grassy Trail Creek and which point bears S 25° 0' W 1325 feet, more or less, from the northeast corner of section 18, T. 14 S., R. 14 E., S.L.B. & M.  
 The above described pipe line is 28175.6 feet in length.

2. The grantors hereby grant to the grantee an easement for an intake and diversion works, including spillway and intake box, for the pipe line described in paragraph 1 above, such intake and diversion works to be located within the east half of the northeast quarter of section 18, township 14 south, range 14 east, Salt Lake Meridian, approximately south 25° west 1325 feet from the northeast corner of said last named section, with the right to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove such intake and diversion works, below or above the surface of the ground.

3. The grantors hereby grant to the grantee an easement for a ten inch steel branch pipe line, with the right to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove such pipe line below the surface of the ground, the center line of such easement and branch pipe line being described as follows:

Beginning at a connection with the pipe line in paragraph 1 above described, at station 127 64.0 thereof, which connection is at a point which bears south 82° 11' east 447.6 feet, more or less, from the north quarter corner of section 32, township 14 south, range 14 east, Salt Lake Base and Meridian, and which point is station 0.0 of the branch pipe line:

Thence North 2° 28' West 621.6 feet to station 6 21.6;  
 Thence North 9° 21' West 357.6 feet to station 9 79.2;  
 Thence north 28° 15' West 110.0 feet to station 10 89.2 and to a connection with an intake and diversion works for such branch pipe line.

4. The grantors hereby grant to the grantee an easement for an intake and diversion works, including spillway and intake box, to serve the branch pipe line in paragraph 3 above described, such intake and diversion works to be located within the southwest quarter of the southeast quarter of section 29, township 14 south, range 14 east, Salt Lake Base and Meridian, with the right to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove such intake and diversion works below or above the surface of the ground.

5. The grantors hereby grant to the grantee an easement for a six inch branch steel pipe line with the right to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove such pipe line below the surface of the ground, the center line of such easement and pipe line being described as follows:

Beginning at station 59 36.0 of the pipe line first above described and extending south 68° 43' East 393.2 feet, more or less, to a connection with the water system of the Utah Fuel Company.

means to carry the construction of such pipe lines, intake and diversion works to completion as speedily as possible and that reasonable means will be employed by the grantee for the protection of all highways, streets and crossings, including proper use of barricades and lights or flares at night.

8. The construction herein provided for shall not be deemed complete until such highways, streets and crossings shall have been restored to their original condition.

9. The pipe lines, intake and diversion works shall at all times be maintained, repaired, renewed and operated by and at the expense of the grantee, its successors or assigns.

10. The grantors, and each of them, reserve the right to cross said pipe lines at any point necessary for present or future construction or expansion of the facilities of the grantors, or any of them, provided that any such crossing shall be made with due care and diligence in the protection of the pipe lines of the grantee.

11. It is expressly covenanted and agreed that said pipe lines and their appurtenances shall at all times remain the property of the grantee.

12. The grantors do not assume any liability for injury or damage to any person or property incident to, or that may arise during and in consequence of (a) the use, occupancy and enjoyment in accordance with this Agreement, by the grantee of the easements hereinabove described, or (b) the construction of, presence of, operation of, maintenance of, or failure to properly and safely construct, operate, maintain and use said pipe lines and intake and diversion works.

And the grantee agrees to construct, maintain and use said pipe lines and intake and diversion works, with due diligence and precaution to avoid damage to the property of the grantors.

13. In the event the diversion of the waters of Grassy Trail Creek into such pipe lines interferes with any vested water right of the grantors, or any of them, it is understood and agreed between the parties that the grantors, by the execution of this Agreement, do not waive or relinquish any claim for damages that may arise from any such interference.

14. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

15. The covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

In witness whereof, the parties hereto have caused this contract to be executed by their respective proper officers thereunto duly authorized as of the day and year first above written.

Attest: Joseph Parrelly  
(Seal) Secretary

Attest: Joseph Parrelly  
(Seal) Secretary

Attest: Darel Swarts  
(Seal) Town Clerk

Attest: Thomas Kelly  
(Seal) Assistant Secretary

UTAH FUEL COMPANY, a corporation  
By Claude P. Heiner  
Vice President

UTAH GRAZING LANDS COMPANY, a corporation  
By R.D. Pomeroy  
Its Vice President

TOWN OF SUNNYSIDE, a municipal corporation  
By Horace Naylor  
President of Town Board  
FIRST PARTIES  
DEFENSE PLANT CORPORATION

BY Frank T. Ronan  
Vice President

of Utah Fuel Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Claude P. Helner and Joseph Parmley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)

H. J. Binch  
Notary Public Residing at: Salt Lake City, Utah

My commission expires:  
October 31, 1946.

State of Utah,  
County of Salt Lake, ss.

On the 24th day of March, 1944, personally appeared before me R.D. Pomeroy and Joseph Parmley, who being by me duly sworn did say, each for himself, that he, the said R.D. Pomeroy is the Vice President, and he, the said Joseph Parmley is the Secretary of Utah Grazing Lands Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said R.D. Pomeroy and Joseph Parmley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(Seal)

My commission expires: October 31, 1946.

H. J. Binch  
Notary Public  
Residing at: Salt Lake City, Utah.

R E S O L U T I O N

It appearing to the President and Town Board of the Town of Sunnyside That Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation, pursuant to section 5-D of the Reconstruction Finance Corporation Act, as amended, has constructed or is about to construct a ten inch steel pipe line from a point above the Town of Sunnyside on Grassy Trail Creek along said Creek and extending to what is commonly called including an easement for two stub pipe lines connecting with said main pipe line, the Whitmore Ranch property, and desires an easement for such pipe line / one connection being located in the northwest quarter of the northwest quarter of section 5, township 15 south, range 14 east, and the other connection being located in the northwest quarter of the northeast quarter of section 32, township 14 south, range 14 east, Salt Lake Base and Meridian.

Now, on application of Defense Plant Corporation, and good cause appearing therefor, Be it Resolved: That the town of Sunnyside grant to Defense Plant Corporation, its successors and assigns, an easement through the Town of Sunnyside for said pipe lines, said easement to be in such form and subject to such terms and conditions as the President of the Town Board of Sunnyside may determine.

Passed at a regular meeting of the Town Board of the Town of Sunnyside, held the 14 day of March, 1944.

Darel Swartz  
Town Clerk

Horace Naylor  
President

James E. Peacock

Francis E. Denison

Taylor W. Turner

W.C. Heener  
Members of Board

CERTIFICATE OF PASSAGE OF RESOLUTION

RESOLVED, that the Vice President and Secretary of Utah Fuel Company be, and they are hereby authorized to execute and deliver to Defense Plant Corporation a Pipe Line Agreement

to a point 455 ft. more or less, easterly from the north quarter corner of section 32, township 14 south, range 14 east, Salt Lake Base and Meridian, all as described in the deed submitted.

I, Joseph Farnley, Secretary of the Utah Fuel Company, a corporation organized and existing under the laws of the State of New Jersey, duly authorized to carry on business in the State of Utah, do hereby certify that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Utah Fuel Company passed at a duly convened meeting of said Board of Directors held on the 24th day of March, 1944, as taken by me from the minutes of said meeting, and compared by me with the original of said Resolution recorded in said minutes.

In witness whereof, I have hereunto set my hand and caused the corporate seal of said Utah Fuel Company to be hereunto affixed on this 24th day of March, 1944.

(Seal)

Joseph Farnley  
Secretary, Utah Fuel Company

CERTIFICATE OF PASSAGE OF RESOLUTION

RESOLVED, that the Vice President and Secretary of Utah Grazing Lands Company be, and they are hereby authorized to execute and deliver to Defense Plant Corporation a Pipe line agreement and easement granting an easement to construct, maintain and operate a ten to twelve inch steel pipe line below the surface of this Company's land above Sunnyside, Utah, beginning at a point 455 ft. more or less easterly from the south quarter corner of section 20, township 14 south, range 14 east, and continuing up Whitmore Canyon to a point which bears south 25° west 1325 ft. more or less, from the northeast corner of section 18, in said township and range, all described in the deed submitted.

I, Joseph Farnley, secretary of the Utah Grazing Lands Company, a corporation organized and existing under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of a resolution of the board of directors of said Utah Grazing Lands Company passed at a duly convened meeting of said Board of Directors, held on the 24th day of March, 1944, as taken by me from the minutes of said meeting and compared by me with the original of said resolution recorded in said minutes.

In witness whereof, I have hereunto set my hand and caused the corporate seal of said Utah Grazing Lands Company to be hereunto affixed on this 24th day of March, 1944.

(Seal)

Joseph Farnley  
Secretary, Utah Grazing Lands Company

Recorded April 26, 1944 at 10 A.M., at the request of Defense Plant Corporation.

Land of Bartlett  
County Recorder