

assembled this 28th day of October

ATTEST:

Mary Brake
CLERK OF TOWN BOARD



I Mary Brake do hereby certify that I am the duly elected, qualified and Acting Clerk of the Town Board of South Weber; that the foregoing is a true and correct copy of a Resolution passed and adopted by the Town Board of South Weber in regular meeting assembled on the 28th day of October 1941, the original of which is now on file in my office.

Dated this 28 day of October, 1941

Mary Brake
CLERK OF TOWN BOARD

Abstracted *5/25*

Recorded May 25th 1942 at 3:50 P.M.

11-453

J. C. Less County Recorder

No. 80322

AGREEMENT

THIS AGREEMENT made between BAMBERGER RAILROAD COMPANY, a corporation, hereinafter referred to as the "Railroad", of the first part, and the UNITED STATES OF AMERICA, hereinafter referred to as the "Government", of the second part,

WITNESSETH:

WHEREAS, the Government, in connection with the operation of the Ogden Ordnance Depot, desires to construct, maintain and use an eleven thousand (11,000) volt electric cable (hereinafter called "Wire Line") underground and across the right-of-way tracks and wires of the Railroad near Arsenal, Davis County, Utah in the location described, to-wit:

Across the right-of-way of the Railroad commencing at a point on the west line of the Railroad's right-of-way 1,704.89 feet north and 381.1 feet east of the southwest corner of Section 25, Township 5 North, Range 2 West, Salt Lake Base and Meridian, thence East 66 feet to the east side of the Railroad's right-of-way, more particularly shown and described on the attached map marked "Exhibit "A" and made a part hereof.

The foregoing grant is made expressly subject to the observance and performance by the Government of all and singular the following conditions, covenants and agreements, to-wit:

1. The construction, operation, maintenance, repair and renewal and all modification, revision, relocation or reconstruction of the wire line shall be, as to material, workmanship and execution of work, satisfactory to the Railroad and to conform with the requirements of any state, federal or municipal law or regulation.
2. The wire line shall be enclosed in an armored cable of the best quality, and the cable in turn will be enclosed in a pipe conduit. The pipe conduit will be located at a depth of not less than three feet below the bottom of the ties of the Railroad and not less than three feet below the surface of the natural ground.

The pipe conduit shall extend completely across the right-of-way of the

Railroad and all excavated material shall be back-filled and all disturbed ground left in as nearly its original condition as is consistent with good engineering practice.

3. The entire cost of the construction, operation, maintenance, repair and renewal, and any and all modification, revision, relocation or reconstruction of the wire line, shall be borne by the Government.

4. The Government shall notify the Railroad at least ten days in advance of the commencement of any work in connection with the construction, reconstruction, relocation or modification of, or addition to, the wire line.

5. The Government shall take all suitable precautions to prevent the leakage of electricity from the wire line (through the earth or other conductor, or by induction or otherwise) from affecting the operation of the signal, telegraph or telephone wires or other electrically operated devices or installations of the Railroad or of the tenants of the Railroad; and if, at any time, the operation of the wire line should cause interference with the use of said signal, telegraph or telephone wires or other electrically operated devices or installations, as now existing or which may hereafter be provided by the Railroad and/or said tenants, the Government shall, at its sole cost and expense, immediately take such action as may be necessary to eliminate such interference.

6. The Railroad does not assume any liability for injury or damage to any person or property incident to or that may arise from

(a) The use, occupancy and enjoyment in accordance with this agreement by the Government of the lands, premises and the right-of-way of the said Railroad, or

(b) The construction, erection, presence or maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any or all of the structures and facilities aforesaid or any part thereof, And the Government agrees to use, occupy and enjoy the lands, premises and right-of-way of the Railroad herein granted and to use, employ and maintain said structures and facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the track or tracks structures and facilities of the Railroad, or interference in any manner with the operation of trains, cars, or locomotives thereon and thereover.

Nor does the Railroad assume any liability for injury or damage to any person or property from electrolysis, or from any other cause, which may result, or be claimed to result, by the use of said right-of-way by the Railroad.

7. This agreement shall not create any estate or easement not herein expressly defined. If the Government shall continue in default of any of the covenants or undertakings herein written for a period of thirty (30) days after written notice of such default is served upon the Government by the Railroad, the Railroad may, at its option, terminate this agreement forthwith by serving upon the Government a written notice of its election to do so, and the Government shall be without recourse or redress of any character against the Railroad by reason thereof.

8. Within thirty (30) days after the termination of this agreement howsoever, the Government shall, at its sole cost and expense, remove from the right of way of the Railroad, all of the constructions and installations of the Government authorized hereunder, and restore the premises of the Railroad to as good condition as they were in before the wire lien was originally constructed, all under the

supervision of and in a manner satisfactory to the Railroad. The Railroad shall in no manner be liable to the Government for any damage sustained by the Government as a result of the removal of the wire line and the restoration of the said premises by the Railroad as in this section provided, nor shall such action in any manner prejudice or impair any right of action for damages or otherwise that the Railroad may at the time of such removal and restoration have against the Government.

9. This agreement shall take effect as of the date of execution by the Railroad and shall continue in full force and effect until terminated by mutual consent of the parties hereto.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Railroad hereby releases the Government from all liability due to the failure of Congress to make such appropriation.

11. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

This agreement is executed in duplicate by the Government and by the Railroad on the respective dates shown below.

IN WITNESS WHEREOF Bamberger Railroad Company has caused this instrument to be executed by its President and attested by its Secretary on this 28 day of January, 1942.

Attest:

H. L. Balser
Secretary



BAMBERGER RAILROAD COMPANY

Julian M. Bamberger
President

Accepted for and on behalf of the United States of America this 18th day of February, 1942.

By R. B. Daugherty
R. B. DAUGHERTY
1st Lieut. Corps of Engineers
Contracting Officer

COPY

CERTIFICATE AUTHORIZATION

"BE IT RESOLVED that this Company permit the United States Government to construct and maintain, at its own expense, an 11,000 volt electric underground cable across the right of way of Bamberger Railroad at or near Arsenal Station:

"BE IT FURTHER RESOLVED that Bamberger Railroad Company enter into an agreement with the United States Government authorizing said electric underground cable crossing:

"AND BE IT FURTHER RESOLVED that Julian M. Bamberger, President of Bamberger Railroad Company, be, and he is hereby authorized and directed to execute and deliver for and on behalf of this Company such documents and/or agreements as are necessary to accomplish said purpose."

STATE OF UTAH |
 |
 | ss
COUNTY OF SALT LAKE |

H. L. Balser, being first duly sworn, on his oath deposes and says:

That he is the Secretary of Bamberger Railroad Company and as such officer

has in his possession and under his custody and control the corporate records including the original minutes of the Board of Directors of said Company and that the foregoing is a full, true and correct copy of a resolution of the Board of Directors of the Company passed at a regularly called meeting of said Board of Directors of said Bamberger Railroad Company held on the 12th day of December, 1941 at 10:00 o'clock A.M.

H. L. Balser

Subscribed to and sworn to before me this 23 day of January A.D. 1942.

Commission expires:

Apr 21, 1943



H. I. Price

Notary Public

Salt Lake City, State of Utah

Recorded May 25, 1942 at 3:51 P.M.

Abstracted 5/23/42

Alvin Lee

County Recorder

No. 80323

THE UNITED STATES OF AMERICA

TRACT NO. 5-A

Pipe Line Easement

VERN C. POLL AND WIFE STELLA T. POLL, of Davis County, State of Utah, Grantor hereby convey and warrant to the United States of America, its successors in interest and assigns, Grantee, for the sum of Sixteen (\$16.00) Dollars and other valuable consideration, a perpetual easement and right-of-way for the construction and maintenance, repair, alteration and replacement of a pipe line and appurtenances thereto for the conveyance of water to the Ogden Ordnance Depot to be constructed and maintained upon and across the premises of the grantor, in Davis County, Utah described as follows:

A portion of the N.E. 1/4 of N.E. 1/4 of Section 33, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the N.E. corner of Section 33, Township 5 North, Range 1 West, Salt Lake Base and Meridian, thence South 25.0 feet, West 267.96 feet, North 25.0 feet, thence East 267.96 feet to point of beginning.

Containing 0.15 acres, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to excavate trenches on said right-of-way to a depth not to exceed five feet below the surface of the ground, provided that the grantee shall cause all excavated material to be backfilled and all disturbed ground to be left in as nearly its original condition as is consistent with good engineering practice.

WITNESS the hand of the grantor this 23rd day of September, A.D. 1941,

Signed in the presence of

William G. Gaede

Vern C. Poll

Stella T. Poll

STATE OF UTAH |
 |
 | ss.
COUNTY OF DAVIS |

On the 23rd day of September, A.D. 1941, personally appeared before me