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Recorded at request of

Milton J. [unclear]

No fee

Date FEB 28 1958

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EMILY L. ELDREDGE

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By Isaac R. Bybee

AGREEMENT

174761

SW 7-47-20

This Agreement made and entered into in triplicate this 25th day of February, A. D. 1958, by and between Joseph G. Simpson and Louise Simpson, his wife, hereinafter referred to as First Parties; and Jack Kerr and Bessie Kerr, his wife, Charles Parker and Verda Parker, his wife, Joseph Cook and Loma Cook, his wife, Lawrence Criddle, Administrator of the estate of William Criddle, deceased, Orson Bybee and Cora Bybee, his wife, all of Syracuse, Davis County, Utah, and Davis County, a body politic, all hereinafter referred to as Second Parties, WITNESSETH:

WHEREAS, there is in existence a 10 inch drain pipeline that extends from the West right of way line of a Davis County Road running North and South approximately near the center of Section 7, Township 4 North, Range 2 West, Salt Lake Meridian, across the properties of First Parties for the purpose of carrying the effluent of the drains from the barrow pit of the County road and the drains from the lands of the Second Parties; and which existing pipeline is identified in red and the proposed line is identified in black on the hereto attached plat, and the course of the additional proposed pipeline is described as follows, to-wit:

Beginning at a point on West line of a County Road, said point being approximately 33 feet West and 1173 feet North of the Southeast corner of the Southwest quarter of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and thence South 41°37' West 740 feet.

and

WHEREAS, the Parties hereto have agreed to install the said additional drain line, 15 inches in diameter, running approximately along the course of the existing drain line and to share in its installation and maintenance on a proportionate basis as hereinafter specifically set forth; and

WHEREAS, the First Parties are willing to grant a written easement to Second Parties for both of the said pipelines, and the parties hereto are willing to agree to assume responsibility for maintenance of both the pipelines on a proportionate basis as is hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby covenanted and agreed as follows:

1. First Parties hereby grant to Second Parties an easement for the existing pipeline and also for the 15 inch pipeline to be installed by the parties hereto, across their lands as hereinabove more particularly defined, together with the right to enter upon said lands for the purposes of installation of the new line and the maintenance and repair of the said pipelines. First Party further agrees not to construct any building over said lines or within 20 feet thereof or to plant any trees within 50 feet of either line. It is understood and agreed that the new line will be installed during the season when normal farming operations are not being carried on.

2. It is further mutually covenanted and agreed among the parties hereto that they will undertake to install a 15 inch pipeline approximately along the course of the existing pipeline with both lines having the same outlet; and that they hereby further agree to pay for the cost of the pipe and the installation thereof on the following basis:

<u>NAME</u>	<u>Proportionate share of costs of installation and future maintenance to be born by parties hereto</u>
Jack Kerr and Bessie Kerr	one-sixth (1/6)
Charles Parker and Verda Parker	one-sixth (1/6)
Joseph Cook and Loma Cook	one-sixth (1/6)
Joseph G. Simpson and Louise Simpson	one-sixth (1/6)
Lawrence Criddle as Administrator of the estate of William Criddle	one-twelfth (1/12)
Orson Bybee and Cora Bybee	one-twelfth (1/12)
Davis County	one-sixth (1/6)

3. That it is further mutually covenanted and agreed among the parties hereto that they shall share the responsibility for future maintenance of the said two pipelines on the proportionate basis as hereinabove provided in paragraph 2.

4. It is further mutually covenanted and agreed by and between the parties hereto that in the event a dispute arises among them as to the need for repairs and maintenance to either or both of the said pipelines or any other dispute arises in connection with the use of these pipelines, the parties to the

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dispute shall have the right to designate an arbitrator to represent each side and the two arbitrators shall have the right to designate a third, and the majority decision of the arbitrators shall be binding upon the parties hereto.

WITNESS the hands of the parties hereto this 25 day of February A. D. 1958.

Joseph Simpson

Lynd C. Simpson

First Parties

Joel W. Kerr

Bessie W. Kerr

Charles C. Parker

Vanda C. Parker

Joseph Cook

Loma S. Cook

as Administrator of the estate of William Criddle, deceased

Carson Byler

Cora Byler

DAVIS COUNTY

By W. H. G. [Signature]
Chairman, Board of County Commissioners



ATTEST:

W. H. G. [Signature]
Davis County Clerk

Second Parties

STATE OF UTAH }
COUNTY OF DAVIS } ss.

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On this 25th day of February, A. D. 1958, personally appeared before me Thos. Amby Briggs, the Chairman of the Board of County Commissioners of Davis County, and H. L. Strong, Davis County Clerk, who duly acknowledged to me that they and each of them executed the foregoing Agreement.



Notary Public
Farmington, Utah

My commission expires:
November 25, 1961.