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Recorded at request of Joseph G. Simpson
Date DEC. 14 1966 Fee Paid \$ 3.00
Magnum J. Brown Deputy Book 357 Recorder Davis County
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nr 14-7-47-25

CONVEYANCE OF PIPELINE EASEMENT
WITH RESERVATION OF RIGHT TO
UTILIZE WATER AND REVERTER
FOR NON-USE

THIS AGREEMENT is entered into this 13th day of December, 1966,
by and between DEAN J. MANNING and ARDIS G. MANNING, husband and wife,
hereinafter referred to as "Grantors", and JOSEPH G. SIMPSON and LOUISE
SIMPSON, husband and wife, as joint tenants, hereinafter referred to as "Grantees",

WITNESSETH:

That for and in consideration of the sum of TWO HUNDRED SEVENTY FIVE DOLLARS
(\$275.00) paid by the Grantees to the Grantors and for other valuable considerations
as hereinafter set forth, the Grantors hereby convey and grant to the Grantees

Abstracted
Indexed
Entered
Filed
Compared

an easement 5 feet in width for the construction and maintenance of an
underground concrete water pipeline 24" in diameter, the centerline of which
easement is located on the Grantor's premises in Davis County, Utah, and more
particularly described as follows:

Beginning at the Southeast corner of the Northwest quarter
of Section 7, T. 4 N., R. 2 W, thence North 11.10 chains, thence
West 15.46 chains, thence North 6° West 7.65 chains, thence
West 10 feet, moreorless, to the head of an open concrete
ditch which point is the true point of beginning; thence Northeasterly
72 feet, moreorless, to the West bank of an existing dirt drain ditch.

Said easement is granted upon the following conditions agreed upon by the
Grantors and the Grantees: Grantees have the right to said easement forever.

- 1. That the Grantors shall have first right and access to all of the water
in the above described dirt ditch until all of the water needs of the Grantors
have been fulfilled; thereafter, the Grantees shall have the right of use and access
through the pipeline constructed upon said easement of all excess water not
required by the Grantors. The first right of the Grantors will be limited
to Thirty (30) acres.

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EX-107 4-4373

2. The Grantees agree to maintain said underground concrete pipeline in good and workmanshiplike repair at all times so that the same will not cause flood, destruction, or injury to any portion of the Grantors' premises. The Grantors shall in no way be liable for any of the expenses of construction or maintenance of said pipeline.

3. In the event that said pipeline is not utilized for irrigation water purposes by the Grantees or their successors for five successive years, then in such event, said right of way shall terminate and revert to the Grantors or their successors.

Dean J. Manning
Ardis G. Manning
Joseph G. Simpson
Louise Simpson

STATE OF UTAH)
 : SS.
County of Weber)

On the 15th day of December, 1966, personally appeared before me DEAN J. MANNING and ARDIS G. MANNING, husband and wife, and JOSEPH G. SIMPSON and LOUISE SIMPSON, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Dean J. Manning
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires:
26, June 1969

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