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## WATER RIGHT AND EASEMENT

This agreement entered into this 22nd day of January, 1962, between Edna<sup>mae</sup> Mc Laughlin, the first party, and Gail Barron, the second party, at Payson, Utah, WITNESSETH:

In consideration of the sum of One Dollar and other good and valuable considerations paid to the first party by the second party and in further consideration of the mutual agreements and undertakings of the parties herein, it is agreed as follows:

1. The first party does hereby grant, bargain, sell and transfer to the second party the right to connect on to the present water line of the first party on the hereinafter described land of the first party, and the right to use water from said water line and water right of the first party, for culinary and stock watering purposes, upon the following described land of the second party in Utah County, State of Utah:

Beginning at a point in a fence line which is North 3.89 feet, and West 2680.50 feet from the East  $\frac{1}{4}$  corner of Sec. 22, Township 9 South, Range 2 East, Salt Lake Meridian; thence North  $0^{\circ}49'$  East along said fence line 590.9 feet; thence North  $75^{\circ}37'$  East 700.8 feet; thence South  $0^{\circ}10'$  East 765.9 feet; thence North  $89^{\circ}55'$  West 689.5 feet to the point of beginning,

reserving to the first party, however, the right to determine the number of hours per day when said water may be used.

2. The first party does hereby grant, bargain, sell and convey to the second party an easement over, on and across the following described land of the first party in Utah County, State of Utah:

The Northeast Quarter of the Southwest Quarter of Section 22, Township 9 South, Range 2 East, Salt Lake Base & Meridian,  
Together with an undivided one-tenth interest in the Spring now on said land known as the Dixon spring,

for the installation and maintenance, by the most direct and feasible route, of a connection, shut-off valve, water meter and pipe line for the delivery of said water to the property of the second party.

3. The second party shall install and maintain said connection at the present water line of the first party, together with a proper shut-off valve, and a water meter, and the pipe line from

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said water meter across the land of the first party and onto the said land of the second party. The second party shall pay for all of the expenses of such installation.

4. The second party shall pay the first party for all water which he uses from said pipe line at the same rate as is charged for culinary water by Payson City. Said water meter shall be read each six months after the second party begins to use such water and the second party shall pay the first party for the water so used within ten days after being billed for the same.

5. The second party agrees that he will install and maintain said water line at a depth sufficient to prevent freezing and that he will not permit the water to waste.

6. It is mutually agreed that this agreement shall be binding upon, and innure to the benefit of, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF we have hereto agreed the day and year first above set forth.

Edna Mae McLaughlin  
First Party  
Gail Barron  
Second Party

STATE OF UTAH  
COUNTY OF UTAH SS:

On the 23 day of January, 1962, personally appeared before me Edna <sup>MAE</sup> McLaughlin and Gail Barron, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:  
May 1, 1962

Allen L. Hodgson  
Notary Public  
Payson, Utah

*Gail Barron*  
305 East  
Stetson Ave.  
Payson, Utah

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*Edna Mae McLaughlin*  
*Gail Barron*

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