

BOOK 940 PAGE 22

James Randall
2811 N - 2000 West

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AGREEMENT

NATHAN OLSEN
WEBER COUNTY RECORDER

Nathan Olsen

THIS AGREEMENT, made and entered into by and between WESTERN IRRIGATION COMPANY, a Utah Corporation, its office being in Ogden, Utah, hereinafter referred to as First Party, and OGDEN DOOR COMPANY, a Utah Corporation, its office being in Ogden, Utah, hereinafter referred to as Second Party.

WITNESSETH:

This agreement is made in consideration of the following conveyance and agreements of the parties hereto:

1. The property owned by Second Party is described as follows, to-wit:

In Weber County, State of Utah:

Part of the NW 1/4 of Section 16, T6N, R 1 W, SLB & M. U.S. Survey: beginning at a point which is N 89°02' W 1813.06 feet and S 0°58' W 917.82 feet from the Northeast corner of said Quarter Section (point is also the intersection of the center line of First Street and Jefferson Avenue to the South); running thence S 89°09'45" E 196 ft. to canal, thence SE 1/4 along canal 110 ft., thence S 89°09'45" E 23 feet to the West line of Meadow Homes Subdivision No. 2, thence N 0°58' E 345.00 feet along said West line of subdivision, thence N 89°09'45" W 263.70 feet, thence S 0°58' W 245.00 feet to the place of beginning.

2. Second Party does hereby give, grant and convey unto First Party a right-of-way for the construction, operation, maintenance, repair and replacement of a pipe line for the conveying of irrigation water upon and over the premises of the Second Party in and along a strip of land on said premises. Such right-of-way is described as follows, to-wit:

In Weber County, State of Utah:

A 20 foot wide easement for a piped irrigation canal across part of the NW 1/4 of Section 16, T 6 N, R1W, SLB&M, U.S. Survey: said easement is 5 feet to the left and 15 feet to the right of the following described line; said line begins at a point which is N 89°02' W 1813.06 feet and S 0°58' W 805.82 feet from the Northeast corner of said Quarter Section (point is also N 0°58' E 112.00 feet from the intersection of the center lines of 1st Street and Jefferson Avenue to the South;) running

thence S 57°08' E 228.75 feet, thence S 21°53' E 104 feet, more or less, to the South line of Grantors' property.

The conveyance aforesaid is to definitely fix the geographical boundary of First Party's interest in Second Party's land.

3. Second Party does hereby agree to immediately cause, at its sole cost, the construction of a metal 44 inch by 72 inch pipe line or culvert in said right-of-way, together with suitable manholes thereto all in accordance with design and meet standards of the Agricultural Stabilization and Conservation Service. Upon completion of said construction the ownership of said pipe line shall pass to First Party.

4. First Party consents to Second Party causing the construction for its own purpose of drain laterals for the draining of water from the land of Second Party into the pipe line constructed as aforesaid provided there be interposed between such laterals and the pipe line suitable and effective catch basins to prevent the flow into the pipe line of sediments and other matter impairing or burdening the use of the pipe line and canal of First Party.

5. Second Party, at its cost, agrees to maintain, clean, repair and replace the pipe line and manholes, constructed in the right-of-way, and catch basins, and drain laterals constructed and upon its own property to the satisfaction of First Party.

6. Second Party agrees to pay all costs and expenses that may arise, including reasonable attorney fees, to which First Party may be put, including reimbursement of costs which may arise by neglect or failure of Second Party to do and perform all those needed and necessary things herein provided to be performed by Second Party, in and about the premises.

7. This Agreement shall bind and enure to, not only the parties hereto, but shall bind and enure to the grantees, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their

Corporate Names to be affixed hereto by their respective duly authorized officers.

Dated this 16 day of April 1970

WESTERN IRRIGATION COMPANY

By James Randall
Its President

FIRST PARTY

OGDEN DOOR COMPANY

By James Thompson
Its President

SECOND PARTY

STATE OF UTAH)
) ss
COUNTY OF WEBER)

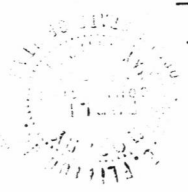
On the 17th day of April, 1970 personally appeared before me JAMES RANDALL, who being by me duly sworn, did say that he is an Officer of WESTERN IRRIGATION COMPANY, a corporation, to-wit: its President, and duly acknowledged to me that he as such officer has signed the above and foregoing Agreement in behalf of said corporation, being duly authorized and empowered so to do, and said James Randall acknowledged to me that said Corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing at Ogden

My Commission Expires:

May 14, 1971

(SEAL)



STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the 17th day of April, 1970, personally appeared before me NORMAN THOMPSON, who being by me duly sworn, did say that he is an officer of OGDEN DOOR COMPANY, a Corporation, to-wit: its President, and duly acknowledged to me that he as such officer has signed the above and foregoing Agreement in behalf of said corporation, being duly authorized and empowered so to do, and said Norman Thompson acknowledged to me that said Corporation executed the same.

N. Thompson
NOTARY PUBLIC
Residing at: *Ogden*

My Commission Expires:
May 1st, 1971

(SEAL)

