

Recorded at request of Paul L. Harmon Fee Paid \$ 6.40  
 Date AUG 20 1964 at 8:45 A.M. EMILY T. ELDREDGE Recorder Davis County  
 By Margaret A. Baum Deputy Book 299 Page 162  
271473 AGREEMENT SE 23-37-14  
July-24-37-14

THIS AGREEMENT made this 17<sup>th</sup> day of August, 1964  
 by and between EDGAR S. SMOOT and DORA M. SMOOT, his wife, as parties of the  
 first part, and JOEL ALMA PARRISH and MAURINE WOOD PARRISH, his wife, as  
 parties of the second part, and WESLEY A. SORENSON and PAUL L. HARMON, as  
 parties of the third part;

WITNESSETH:

WHEREAS, parties of the third part are owners of the following de-  
 scribed parcel of land situated in Davis County, State of Utah, to-wit:

*SE 23-37-14*

Beginning at a point 15.03 chains North and 31.10 chains West  
 of the Southeast corner of Section 23, Township 3 North, Range  
 1 West, Salt Lake Meridian, and running thence North 5.38  
 chains; thence East 30.35 chains, more or less, to the center  
 of a street; thence South 5.38 chains; thence West 30.35 chains  
 to the point of beginning.

and,  
 WHEREAS, parties of the first part are the record owners of that  
 certain parcel of land, hereinafter called Tract A, lying immediately east  
 of the above described land and said street mentioned in the description above  
 set forth, which said parcel is bounded on its northeasterly side by the Denver  
 and Rio Grande Railroad track right of way; and

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WHEREAS, the parties of the second part are the record owners of that  
 certain parcel of land, hereinafter called Tract B, lying eastward from Tract  
 A on the east side of said Denver and Rio Grande Railroad track right of way  
 and contiguous thereto, and which said parcel parties of the second part have  
 contracted to sell to parties of the first part; and

WHEREAS, Farmington Creek runs southwesterly across said Tract B  
 and parties of the third part desire to take surplus waters out of Farmington  
 Creek, together with waters which may hereafter be purchased by parties of  
 the third part from the Weber Basin Conservancy District or other suppliers  
 of waters and delivered through Farmington Creek, and to transport such waters  
 from Farmington Creek to their land described above by means of a 12-inch  
 cement pipe and ditch, running westerly across the northern part of Tract B,  
 under said railroad track, and westerly across Tract A to the northeast corner  
 of said land owned by parties of the third part; and

WHEREAS, parties of the third part desire to catch surplus waters

which at times run in a drainage channel across lands lying north of said Tract B, which channel will meet the said 12-inch cement pipe to be installed by parties of the third part about midway between the west bank of Farmington Creek and the east line of the railroad right of way of the Denver and Rio Grande Western Railroad Company; and

WHEREAS, the parties hereto have separately heretofore executed written agreements wherein and whereby the said Edgar S. Snoot, one of the parties of the first part, did, in one of said agreements, grant unto the parties of the third part a right of way easterly across said Tract A from the northeast corner of the above described land of the parties of the second part; and parties of the second part did, in the other of said agreements, grant unto the parties of the third part a right of way across the northerly boundary of said Tract B; each of which said rights of way being granted to lay, maintain, operate and remove a 12-inch cement pipe and ditch, together with a right of ingress and egress; and

WHEREAS, the parties of the third part have now constructed, and are now maintaining and operating such pipeline and waterway across said Tracts A and B; and

WHEREAS, a survey has now been made of said pipeline and waterway and a legal description of the center line thereof has now been determined by said survey; and

WHEREAS, the parties hereto desire to execute this agreement setting forth the legal description of said center line, together with the other terms of their prior agreements, so that the grants of rights of way heretofore made and herein set forth may now be recorded in the office of the Davis County Recorder;

NOW, THEREFORE, for and in consideration of the sum of \$10.00 paid to the parties of the first part, receipt of which is hereby acknowledged by them, and for and in consideration of a like sum paid to the parties of the second part, receipt of which is hereby acknowledged by them, and, in consideration of the premises and the covenants and agreements hereinafter set forth, it is hereby mutually agreed by and between the parties hereto as follows:

1. That parties of the first part, as owners of said land, do hereby and

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as purchasers of said Tract B, and parties of the second part, as record owners of said Tract B, by these presents do grant unto the parties of the third part a permanent right of way across the lands in which they each have an interest, as above set forth, to lay, maintain, operate and remove a 12-inch cement pipe and ditch, with a right of ingress and egress with respect thereto, for the purpose of conveying water over, across, through and under the lands within the right of way hereinafter described.

2. That the right of way hereby granted is situated in Davis County, Utah and covers a strip of land 6 feet in width over and across said Tracts A and B, the center line of which said right of way is more particularly described as follows:

SE 23-30-100  
SE 24-30-100

Beginning at a point on the West line of a road 59.24 feet West and 1294.85 feet South from the East quarter corner of Section 23, Township 3 North, Range 1 West, Salt Lake Meridian and running thence South 85° 06' East 336.56 feet (across Tract A), excepting therefrom so much of said course as traverses that part of the county road in which grantors have no title interest; thence North 61° 44' East 84.22 feet; thence (In Tract B) North 89° 52' East 778.34 feet; thence South 77° 21' East 143.65 feet to a point of junction of two pipelines; thence North 48° 46' East 31.03 feet to an inlet for water from Farmington Creek, and also from said point of junction South 76° 13' East 245.34 feet to a man hole in a field drain; excepting therefrom so much of the course "North 61° 44' East 84.22 feet" that is a part of the railroad right of way;

it being understood and agreed by the parties hereto that said pipeline and ditch with the center line as above described, as now constructed, passes under the Denver and Rio Grande Railroad right of way, and to the extent that said pipeline and ditch traverses the railroad right of way, no grant of any right of way across said railroad property is herein made or intended to be made by parties of the first and second part, and that the right of way herein granted by said parties, as above described, is granted by each individually only with respect to such land in Tracts A and B that each may have an interest as heretofore set forth.

3. That parties of the third part may construct whatever facilities are necessary to catch and put into said pipeline surplus waters which presently run at various times through a drainage channel from lands north of said Tract B, and which meets said pipeline approximately midway between the west bank of Farmington Creek and the east line of the railroad right of way of the Denver and Rio Grande Western Railroad Company.

4. That parties of the first and second parts shall have full use and enjoyment of their respective premises across which said right of way is granted, except for the purposes for which it is granted.

5. That parties of the third part shall pay to parties of the first and second parts, as their respective interests may appear, any damages which may arise to crops or fences by the laying, erecting, maintaining, operating or removing of said pipeline and ditch, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors of the respective interests herein conveyed, their heirs and assigns, one by parties of the third part, their heirs and assigns, and the third by the said two appointed disinterested persons.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Edgar S. Swoot

Dora M. Swoot  
PARTIES OF THE FIRST PART

Joel Alma Parrish

Maurine Wood Parrish  
PARTIES OF THE SECOND PART

Wesley A. D. Swoot

Paul L. Swoot  
PARTIES OF THE THIRD PART

STATE OF UTAH )  
COUNTY OF Davis ) ss.

On the 7<sup>th</sup> day of August, 1964, personally appeared before me EDGAR S. SWOOT and DORA M. SWOOT, his wife, signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:  
Feb 23, 1965

Rayant H. Croft  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

... personally appeared ...  
... of the ...  
... the same.

Commission Expires:  
July 23, 1965

Raymond H. Craft  
Residing at Salt Lake City, Utah



... } ss.  
... 17<sup>th</sup> day of August, 1964, personally appeared  
... signatures of the above instrument,  
... that they executed the same.

Commission Expires:  
July 23, 1965

Raymond H. Craft  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah