

Recorded at
 Date MAY 15 1961
 By *Edward R. Byrnes*
 Deputy Book 209
 233 p
 E. J. Child
 ELDREDGE
 Davis County
 Page 100
 5.00

THIS AGREEMENT, Made and entered into by and between MYRON B. CHILD and MABLE C. CHILD, his wife, of Clinton, Davis County, State of Utah, referred to hereinafter as the party of the First Part, and FIFE DITCH COMPANY, a Utah corporation, hereinafter referred to as the party of the Second Part.

WITNESSETH: That for and in consideration of the money to be paid by the party of the Second Part to the party of the First Part, and mutual covenants, agreements, promises and conditions hereinafter set forth in agreed as follows:

That the party of the Second Part is desirous of making certain improvements on a irrigation system extending on the south side of the First Party's property and the First Party is willing to accomodate the Second Party and in consideration of the agreements herein contained it is agreed by the parties as hereto follows, to-wit:

That the party of the First Part hereby gives and grants to the party of the Second Part an easement over the South 20 feet of their property excluding therefrom the present ditch, said property lying North of the present fenceline and ditch for a distance of about 615 feet, West of the East property line, and back under the fence to the roadway right-of-way, and under the party of the First Part's water system line, and the party of the Second Part hereby grants to the party of the First Part an easement in said ditch for the conveyance of water to the party of the First Part's property to be used by him on the farm upon which the easement is granted. The property wherein the easement shall be granted is described as follows:

SW 1/4
 The Southwest One-quarter (SW $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 27, 5 North, 2 West, Salt Lake Meridian; containing less street, 38.50 acres.

SW 1/4
 Beginning at a point Seventeen and One-half (17 $\frac{1}{2}$) chains West from the Northeast Corner of the Southeast One-quarter (SE $\frac{1}{4}$) of the Southwest One-quarter (SW $\frac{1}{4}$) of Section 27, 5 North, 2 West, Salt Lake Meridian, running thence South 20 chains, thence West 2 $\frac{1}{2}$ chains, North 20 chains, thence East 2 $\frac{1}{2}$ chains, to the place of commencing; containing less street, 4.875 acres.

SW 1/4
 Beginning at a point Fifteen (15) chains West, from the Northeast Corner of the Southeast One-quarter (SE $\frac{1}{4}$) of the Southwest One-quarter (SW $\frac{1}{4}$) of Section 27, 5 North, 2 West, Salt Lake Meridian, running thence South 20 chains, West 2 $\frac{1}{2}$ chains, North 20 chains, thence East 2 $\frac{1}{2}$ chains to the place of commencing; containing less street, 4.875 acres.

- Platted
- Abstracted
- On Margin
- Indexed
- Entered
- Contained

The Second Party is granted the right to enter upon the above described right-of-way for the purpose of excavating for and construction of an underground concrete pipeline thirty (30) inches in diameter.

Said easement is granted for the installation of a pipeline for irrigation purposes to convey water across said premises and said pipeline to run in an easterly and westerly direction paralleling the South boundary line of the above described property excluding the present ditch line.

The Second Party is granted the right to enter upon the right-of-way above described for the purposes of excavating for the construction maintaining a concrete pipeline 30 inches in diameter.

The pipeline shall be laid so that the top of said line shall be at least 30 inches under the present ground level.

The laying of the pipe shall be done with the least possible disturbance to the soil and the party of the Second Part will pay for any damage to crop, fence or other structures on or about the premises.

Repossession and use of the surface ground over the pipeline and in the right-of-way above mentioned shall remain with the party of the First Part. Such surface may be cultivated and utilized to the growing of a crop and other uses which are not inconsistent with the easement herein granted.

The Second Party agrees to back-fill and the trench excavated upon the said land for the laying of said pipeline and to level the same and to fill in all depressions or sinkheads as to conform with the present level and contours of the ground and to remove or level all excess dirt on said premises after the excavation and pipe laying has been completed.

The Second Party shall have the right to go on the right-of-way granted hereunder for the purposes of maintaining and repairing, changing, or alternating the said pipeline as is needed, but shall reimburse the party of the First Part property on the premises. The Second Party further agrees to keep the pipeline in good state of repairs to prevent leakage and other related and incidental damages. This easement shall continue perpetually unless and until the Second Party

abandons or removes said pipeline or shall get a written release of said easement to the grantors or their predecessors in interest. In such event the easement granted hereunder shall cease and terminate immediately.

The party of the Second Part hereby agrees to place on the premises a cement diversion headgate at the Southeast corner of the property of the party of the First Part and said diversion headgate to be installed to the agreed specifications of the party of the First Part and the party of the Second Part as agreed upon. The water to be divided and administered by the party of the Second Part.

In consideration of giving the foregoing easement, the party of the Second Part hereby agrees to pay and the party of the First Part hereby agrees to receive and acknowledges that they have received One and no/100ths (\$1.00) Dollar and other good and valuable considerations, in full payment of the granting of said easement.

That the party of the Second Part shall have the right from time to time to enter on said easement to travel on and above the property granted as an easement by the party of the First Part for the purpose of altering, repairing, and maintaining said pipeline and making the necessary repairs on same, and the Second Party agrees to immediately restore said property to as good as a condition as it was before entering on for such alterations, maintenance and repairs.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 15 day of May, 1961.

FIFE DITCH COMPANY

By S. Jay Child - Pres.
Party of the Second Part

Myron B. Child
Myron B. Child

Mable C. Child
Mable C. Child, Party of the First Part

STATE OF UTAH |
 | ss.
COUNTY OF DAVIS |

On the 15th day of May, A. D. 1961, personally appeared before me S. Jay Child, who being by me duly sworn did say that he, the said S. Jay Child is the president of Fife Ditch Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said S. Jay Child duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]
Notary Public



My Comm. expires: April 4, 1962 My residence is: Kays ville, Utah