

Recorded MAY 2 1955

By *John R. Byhu*

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A G R E E M E N T

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THIS AGREEMENT, made and entered into this 29th day of April, 1955, by and between REUBEN MASON and FLORA P. MASON, his wife, J. H. KINGDON and HAZEL KINGDON, his wife, first parties, of Davis County, Utah, and BOUNTIFUL IRRIGATION COMPANY, a Utah corporation, and DAVID E. HOWARD of Davis County, Utah, second parties, WITNESSETH:

WHEREAS, the first parties are the owners of the following described real property in Davis County, Utah:

Woods Cross, Utah

N.S.L. A-8

Beg W 227.7 ft to center of 4 rd St; S  
1008.4 ft frNE cor Sec. 2, Tp 1N. Rg 1  
W, SLM; S 382.8ft; E 870.9ft; N 00°37' E  
383.0 ft; W 873.9ft to beg. con., less  
street, 7.079 Acres

and the two dwelling houses have been constructed on a part of said real property, known as 6891 and 6911 Howard Street, or 1100 West Street, which will require the use of septic tanks and drain fields on said property to take care of the sewage from said houses; and

WHEREAS, heretofore drainage pipes have been installed in said property to drain the same and the water from said drains has emptied into an open irrigation ditch of the Bountiful Irrigation Company and has thence been conveyed to land belonging to David E. Howard and there used by him for irrigation purposes; and

WHEREAS, first parties desire to install additional drains in the above described real property and change the outlet into said irrigation ditch in order to lower the water table under said real property and thus increase the flow of drainage water into said irrigation ditch, and desire permission so to do, and the presence of said septic tanks and drain fields on said real property presents a new situation as to which the second parties have concern;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF

*David E. Howard*  
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the covenants herein contained it is agreed by the parties as follows:

Consent is hereby granted by second parties to first parties and their successors in interest, to empty into said irrigation ditch the water now flowing from the drains as now installed in first parties' said real property and such additional water as may be emptied into said irrigation ditch from the additional drains to be installed by first parties and to make such changes in the drain connecting with said irrigation ditch as may be necessary to empty the water from said drains at a point 30 inches lower than where the drainage water presently empties into said irrigation ditch. This consent is made expressly subject to the following stipulations:

(a) First parties agree that a sufficient layer of earth will be left between the drains as installed and to be installed and the septic tanks and drain fields therefrom to properly filter the sewage and to prevent polluted water from reaching the drains and thus empty into said irrigation ditch.

(b) The juncture of said drains with said irrigation ditch will be made as to permit access thereto so that samples of the water issuing from said drains into said ditch may be taken at any time.

(c) Should it be determined at any time by proper testing of said drainage water flowing into said irrigation ditch, or otherwise, or by any public health agency that said water is polluted so as to render the same unfit or undesirable for use for irrigation or domestic purposes, then first parties, or their successors in interest at the time, upon written demand by either of second parties to first parties or their successors in interest at the time shall forthwith cease to empty said drainage water into said irrigation ditch and the consent given hereunder to empty the same into said ditch shall immediately, upon such demand, cease and terminate and be voided. If the first parties, or their successors in interest at the time, shall fail to comply with such demand,

then second parties or either of them or its or his successors in interest may bring necessary action to enjoin and restrain the further use of said irrigation ditch and first parties and their successors in interest agree to pay all costs and expenses of such action including a reasonable attorney's fees.

(d) Should the additional drainage contemplated by first parties hereunder result in such an additional flow of water into said irrigation ditch as to accumulate more water upon the land of said David E. Howard than his land can reasonably absorb for the uses to which the same is being made with the present facilities, then first parties agree to extend a ditch or ditches as may be required to relieve said land from excessive water.

(e) The provisions of this agreement and consent shall extend only to that portion of the above described real property upon which said two dwelling houses are located and any further similar development of said real property must be covered by additional agreement and consent.

(f) The provisions of this agreement shall extend to and be binding upon the heirs, administrators, executors, assigns and successors of the parties hereto and shall be deemed to run with the real property whereon said two dwelling houses are situated.

IN WITNESS WHEREOF the parties have caused these presents to be executed the day and year first above written.

Barton M. Mason

Flora P. Mason

J. H. Kingdon

Mayet Kingdon

BOUNTIFUL IRRIGATION CO.

BY Samuel R. Howard  
President

David E. Howard





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STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On the 30 day of April, 1955, personally appeared before me REUBEN MASON and FLORA P. MASON, his wife, J. H. KINGDON and HAZEL KINGDON, his wife and DAVID E. HOWARD, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Freda B. Wood  
NOTARY PUBLIC  
Residing at: North Salt Lake, Utah  
My Comm. Expires 7-19-55

STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On the 30th day of April, 1955, personally appeared before me Amasa R. Howard, President of the Bountiful Irrigation Company, a Utah Corporation, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same, for and in behalf of said Bountiful Irrigation Company.



Freda B. Wood  
NOTARY PUBLIC  
Residing at North Salt Lake, Utah  
My Comm. Exp. 7-19-55.