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Recorded at Office of John H. Hill Fee Paid 4.60
Date NOV 25 1959 3:30 P.M. EMILY T. ELDREDGE Recorder Davis County
W Frank R. Ryher County Seat 1.75 Page 547

EASEMENT *SE 1/4 - 27-57-2W*

196497

It is agreed by and between JOHN A. MUIR and ANN MUIR, husband and wife, of Davis County, State of Utah, party of the first part, and WILLIAM R. PATTERSON, of Clinton, Davis County, State of Utah; JOHN H. HILL, of Clinton, Davis County, State of Utah, J. EUGENE LICHFIELD, of Ogden, Weber County, State of Utah, DON B. HARTLEY, of Clinton, Davis County, State of Utah, and GEORGE A. TAYLOR, of Clinton, Davis County, State of Utah, as parties of the second part, that:

Witnesseth, that for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the parties of the second part, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain, and repair an irrigation ditch for the purpose of draining the irrigation water from the parties of the second part's lands situated east of the party of the first part's land, and shall have the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the ditch so constructed and maintained. That the parties of the second part shall be responsible for any damage done to the crop of the party of the first part during the repair, maintenance or care of the easement granted herein.

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The land affected by the grant of this easement and right of way is located in the County of Davis, State of Utah, and is more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian; thence South 70 rods; thence West 11 rods; 7 feet; thence North 70 rods; thence East 11 rods 7 feet to beginning, containing, less highway, 4.8095 acres.

The right of way shall extend between the parties of the first part and the parties of the second part, on the East of the property owned by the party of the first part at the present time.

The party of the first part hereby retained the right to use the said ditch and easement herein granted for the purpose of carrying irrigation water to and from his property and to have adequate outlets with which to

... the party of the first part...

... the party of the second part...

... the party of the first part...

The warrant of the party of the first part...

To have and to hold with consent...

The parties of the first part...

As a part of the consideration of this grant...

withdraw the water from said ditch.

The party of the first part and the parties of the second part, are responsible for the repair and maintenance of the ditch in as good or better condition than it is at the present time, and each of the parties herein are responsible for the damage caused to the ditch by their negligence, neglect or careless acts.

The party of the first part is responsible for any damage done to parts of the first part as a result of leaving head-gates in said ditch to block the free going flow of the water drained in the said ditch on the part of the second part, and hereby agrees to do nothing that would block or interfere with the free flow of the irrigation water drained in said ditch by the parties of the second part.

It is mutually agreed that neither of the parties herein are responsible for the damage caused by the negligence of the other party, nor an agent of the party of the first part or of the parties of the second part, but each agrees to work diligently for the faithful performance of their duty necessary to maintain and keep in good repair the easement and right of way herein granted.

The easement and right of way hereby granted covers a strip of land that is reasonably necessary across the above described land for the purpose for which this easement is granted.

To have and to hold said easement and right of way unto the parties of the second part, and unto its successors and assigns forever, and hereby binds the successors and assigns of the party of the first part to comply with the terms of the easement so granted.

The parties of the first part do hereby covenant with the party of the second part that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they will forever warrant and defend the title therein against the lawful claims of all persons whatsoever.

As a part of the consideration of this grant, the party of the first part do hereby release any and all claims for damages from whatsoever

... TO ...

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cause incidental to the exercise of the rights herein granted, except damages to growing crops on the property of the party of the first part.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of November, 1959.

Signed in the Presence of:

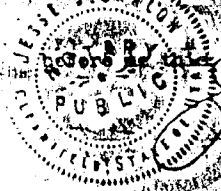
PARTY OF THE FIRST PART:

Jean B. Barber

John A. Munn
Carroll Munn

State of Utah
County of *Wasatch*

PARTIES OF THE SECOND PART:



Subscribed and sworn to before me this 25th day of November 1959

Jean B. Barber
Notary Public,
Clearfield, Utah

Eugene Lickfield
W. R. Patterson
George A. Taylor
Don B. Hartley
John H. Hill

SECRETARY OF STATE

...cause incidental to the exercise of the rights herein granted, except
damages to growing crops on the property of the party of the first part.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th
day of November, 1959.

Signed in the Presence of:

PARTY OF THE FIRST PART:

Edward Barker

John A. ...
...



Subscribed and sworn to
this 25th day of November 1959
Edward Barker
Notary Public
Clearfield, Utah

PARTIES OF THE SECOND PART:

Frederic Liebfield
W. R. Patterson
Geo. A. Taylor
D. W. ...
John H. Hill