

EASEMENT

See 27-57-2W
See 33-57-2W

221558

THIS AGREEMENT, Made and entered into by and between JOHN T. CHILD

and CATHERINE V. 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 is 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 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 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 lying north of the present fenceline which said property is described as follows, to-wit:

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.

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 re-enforced concrete pipeline 30 inches in diameter.

The pipeline shall be laid so that the top of said line shall be at least 24 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

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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 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 so 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 re-imburse the party of the First Part for any damage to crops, structures or damage to any further agrees to keep the pipeline in good state of repair 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.

In consideration of giving the foregoing easement right-of-way the Second Party agrees to pay to the First party the sum of

Dollars, lawful money of the United States of America.

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 selling and maintaining said pipeline and making the necessary repairs on same, and the Second Party agrees to immediately restore said property to as good 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 21 day of February, 1961.

By S. Jay Child - Pres
Life Ditch Company, Party of
the Second Part

John T. Child
John T. Child

Catherine V. Child
Catherine V. Child, Party of the First Part

STATE OF UTAH 1 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 Life 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: Kaysville, Utah