

THIS AGREEMENT made and entered this 15 day of February, 1928, by and between Israel P. Combe, party of the first part and Morris H. Ellison and Margaret C. Ellison husband and wife, as parties of the second part, WITNESSETH:

That whereas parties of the second part are the owners of the Real Estate herein-after described and whereas there are certain waste waters derived therefrom, and

Whereas party of the first part is the owner of certain land lying below that accured by parties of the second part and capable of being irrigated from the drainage and waste waters mentioned aforesaid.

Now therefore, it is hereby agreed by and between the parties hereto as follows, to-wit:

1. That for and in consideration of the sum of One Dollar in hand paid by party of first part to parties of second part, parties of the second part hereby give to party of the first part a perpetual right to use the waste waters flowing off or derived from the said tract of land hereinafter described after the same has been used by James E. Ellison or his transferres, successors in interest, heirs, administrators, executors, or assigns upon the tract of land described as follows:

Beginning at the East Quarter corner of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence West 2648.4 feet; thence North 928.2 feet; thence East 2132.2 feet; thence South 35° East 495 feet; thence North 35° East 29 feet; thence South 35° East 360.5 feet; thence South 215.5 feet to beginning, containing 51.77 acres, containing less street 51.6 acres.

It is the intention of this instrument to give to said party of the first part said perpetual right to the use of said water only after it has passed over the tract of land above described and has reached a point in a certain ditch located at a point which at approximately the center of Section 13 mentioned aforesaid.

It is however mutually understood and agreed by and between the parties hereto as follows, to-wit:

That party of the first part will have and is hereby granted the right to use all ditches now and heretofore used in conveying from said premises herein described the waste and drainage waters and that he will at all times keep and maintain all waste and drain ditches so that at all times the said waste and drainage waters shall have free and unobstructed passage and drainage from said land.

It is further agreed that since other persons use a part of said ditches that party of the first part assumes no greater obligation in the upkeep of said ditches than that more incumbent on parties of the second part. The property above referred to is described as follows:

A part of Section 13, Township 4 North, Range 2 West, Salt Lake Meridian, described as follows: Beginning at the North Quarter corner of Section 13; thence East 940.3 feet to the West line of U. and R. G. Railroad Highway; thence South 35° East 2079.0 feet; thence West 2132.2 feet; thence North 1702.8 feet to the point of beginning, containing 60 acres, containing less one-half street 59.29 acres.

It is intended that this contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands this 15th day of February, 1928.

Morris H. Ellison

Margaret C. Ellison

I. P. Combe

STATE OF UTAH |
 | SS
COUNTY OF DAVIS |

On the 15 day of February, 1928, personally appeared before me, Morris H. Ellison and Margaret O. Ellison and I. P. Combe who being by me first duly sworn acknowledged that they signed the foregoing instrument the day and year first appearing.

My commission expires

Mich. 3, 28

Vird Cook

seal

Notary Public,

Residing at Layton, Utah.

Recorded February 15th, 1928 at 3:30 P. M. Abstracted 4/99

Hilda L. Brown

County Recorder.

No. 42968

AGREEMENT

THIS AGREEMENT made and entered into this 9 day of February, 1928 by and between Israel P. Combe, party of the first part, and Mark O. Roberts and Edith O. Roberts, husband and wife, parties of the second part, WITNESSETH:

That whereas the parties of the second part are the owners of the real estate hereinafter described and whereas there are certain waste and drainage waters derived therefrom and

WHEREAS party of the first part is the owner of certain land lying below that owned by parties of the second part and capable of being irrigated from the drainage and waste waters mentioned aforesaid.

NOW THEREFORE it is hereby agreed by and between the parties hereto as follows, to-wit:

1. That for and in consideration of the sum of \$1.00 in hand paid by party of first part to parties of second part, parties of the second part hereby give to party of the first part a perpetual right to use the drainage and waste waters flowing off or derived from the said tract of land hereinafter described and also give to party of the first part a perpetual right to use any increased flow of said waters that may hereafter arise from increased use of water upon said land as increased through the installing of additional drains therein.

It is however mutually understood and agreed by and between the parties hereto as follows, to-wit:

That party of the first part will have and is hereby granted the right to use all ditches now and heretofore used in conveying from said premises herein described the waste and drainage waters and that he will at all times keep and maintain all waste and drain ditches so that at all times the said waste and drainage waters shall have free and unobstructed passage and drainage from said land, but that said party of the first part shall at all times have the right of ingress and egress to said land for the purpose of making said repairs and maintaining said ditches and shall be liable only for drainages arising through negligence on the part of the party of the first part.

It is further agreed that since other persons use a part of said ditches that party of the first part assumes no greater obligation in the unkeep of said ditches than that no incumbent on parties of the second part. The property above referred to is described as follows:

A part of Section 13, Township 4 North, Range 2 West, Salt Lake Meridian, described as follows: