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FILED AND RECORDED FOR
Lyman Cook
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STIPULATION

LUTH EAMES OLSEN
WEBER COUNTY RECORDER
Gene Daugh

PARTIES: The parties to this Stipulation are as follows:

LYMAN H. COOK and DOROTHY T. COOK, his wife, R. JOHN MAW and NORMA JEAN MAW, his wife, hereinafter designated as the Plaintiffs; and EMMET R. BLACKINGTON and RUBY C. BLACKINGTON, his wife, VERNAL MOYES and ELAINE P. MOYES, his wife, hereinafter designated as the Defendants.

The Plaintiffs, Lyman H. Cook and Dorothy T. Cook, are purchasing under real estate contracts the real property hereinafter described from the Plaintiffs, R. John Maw and Norma Jean Maw, and the Defendants, Vernal Moyes and Elaine P. Moyes, are purchasing real property hereinafter described under a real estate contract from the Defendants, Emmet R. Blackington and Ruby C. Blackington.

PROPERTY: The Plaintiffs are the owners of the hereinafter described real property situated in Weber County, Utah:

Southeast Quarter of Section 20, Township 7 North, Range 2 West, Salt Lake Base and Meridian.

Together with an artesian well located on the above described land; the quarter section line between the Southeast Quarter and the Northeast Quarter of said section and approximately 40 feet West of the East quarter corner of said section.

And together with the frame building, loading corral and other improvements on the land described above.

A part of the Northeast Quarter of Section 20, Township 7 North, Range 2 West, Salt Lake Meridian, U.S. Survey; Beginning at a point 990 feet West from the Southeast corner of said Quarter Section, and running thence North 0°53' East 1306 feet; thence North 87°55' West 562 feet; thence North 12°40' West 822 feet, to a point 31 rods South of the North line of said Quarter Section; thence West 908 feet to the West line of said Quarter Section; thence South 129 rods to Southwest corner of said Quarter; thence East 1650 feet to the place of beginning.

The Defendants are the owners of the following described land situated in Weber County, Utah:

Beginning at a point South 495 feet from the Northeast corner of Section 20, Township 7 North, Range 2 West, Salt Lake Base and Meridian; thence South 2145 feet more or less to the East quarter corner of said section; thence West 990 feet; thence North 0°53' East 1306 feet; thence North 87°55' West 562 feet; thence North 12°40' West 822 feet; thence East 1732 feet more or less to the point of beginning.

Controversy leading to this stipulation concerns a roadway or right-of-way situated on the property of the Defendants, to which the Plaintiffs and their predecessors claim a right of travel

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and the location of the south boundary line of the Defendants' land. Said controversy also concerns use of the waters from a watering trough situated on the boundary line between the properties of the Plaintiffs and Defendants.

NEGOTIATIONS: The Plaintiffs, to establish their claims, filed an action against the Defendants in the District Court of Weber County, State of Utah, assigned No. 52549. By agreement between counsel, the time for the Defendants to answer was extended, and on February 5, 1971, the Plaintiffs and their counsel, E. J. Skeen, met with the Defendant, Vernal Moyes, and his counsel, Glenn W. Adams, and, after extended discussion and negotiation, reached a verbal compromise and stipulation, which this writing endeavors to set down. It is the intention of the parties that upon the execution and performance of this agreement, that said action between them will be dismissed with prejudice, and that this Stipulation will encompass all areas of dispute between the parties and fix their claims and rights against each other, and, if performed as herein set out, will fully resolve and settle this controversy. It is contemplated that this instrument will be recorded and will establish the boundary line between the parties and the use of the waters heretofore referred to.

PROPERTY LINE: The parties accept that there has been a somewhat jogging fence separating their properties, and an old house, corral and shed have been a factor in said boundary line. The parties are familiar with said properties, the fences and monuments upon it, and, without a survey, all now agree that they will accept as the boundary line between their respective properties a straight fence, which runs from the Southwest corner of the Defendants' property East to the East Quarter corner of Section 20 to a survey marker now situated at that point. A straight fence is to be erected between these points, and, when so erected, will fix the boundary between their properties, regardless of prior deviations. The Plaintiffs will claim no right, or interest in, or right-of-way North of said newly established straight line fence, and the Defendants will claim no right, interest or right-of-way South of said straight line fence.

WATER: For many years a watering trough has been situated on the line of said jogging fence, positioned at an angle so that water for animals and culinary use was available on both sides of

the fence. The Maw Plaintiffs acknowledge an understanding that the Defendants were to have use of the waters from said trough and the parties now agree that the old trough shall remain where now situated and that a new trough will be installed on the Defendants' property. Water from the well shall be available to the Plaintiffs and Defendants in approximate equal shares. The Plaintiffs may establish a structure on their property suitable for housing, and expect to run a line to serve said structure, but such use is not expected to burden the water available, nor disturb the approximate equal utilization of said water. Despite the filings, which may have been made with the State Engineer, the Plaintiffs and Defendants accept this agreement as fixing their rights in the waters flowing to said trough.

COVENANTS OF THE PLAINTIFFS: In consideration of the covenants herein made, the Plaintiffs are committed as follows:

1. To share the water from said well as hereinabove set out.
2. To abandon any claim to travel upon the land of the Defendants.
3. To assist equally in money, materials and labor necessary in purchasing and installing a new watering trough near the well but on the Defendants' property.
4. Perform the labor necessary in establishing said new straight line fence.
5. Participate in the cost of the new straight line fence materials, not exceeding Seventy Dollars (\$70.00).
6. Plaintiffs will obtain at their expense a blade necessary to level the area South of the straight line fence on Plaintiffs' property, and to pay for the gravel necessary to establish a base on said right-of-way not exceeding fifteen (15) loads.
7. Erect at Plaintiffs' expense their gate situated at the East end of said straight line fence.
8. To permit installation of Defendants' corrugated pipe on the Plaintiffs' property to drain said watering trough, and to permit draining of said surplus water to the South to a drain, as said water has drained in the past. Such surplus water shall not be charged against the Plaintiffs in making the division of water on an approximate equal basis as provided above.

COVENANTS OF THE DEFENDANTS: In consideration of the covenants herein made, the Defendants are committed as follows:

1. To share the water from said well as hereinabove set out.
2. To share equally in money, materials and labor necessary in purchasing and installing a new watering trough as provided above.
3. To supply a ten or twelve inch approximately twenty foot corrugated pipe to drain overflow from said trough.
4. To supply one-half of the new straight line fence material of cost not exceeding Seventy-Dollars (\$70.00).
5. To haul with the Defendants' trucks and at the Defendants' expense the approximate fifteen (15) loads of gravel from a gravel pit situated in Weber County to the bladed right-of-way being established just South of the new straight line fence, and to spread said gravel upon the right-of-way area, and to level it with a blade.
6. To install at Defendants' expense their gate situated at the East end of the new straight line fence.

RIGHT-OF-WAY: The right-of-way which the Plaintiffs are to grade, and to which the Defendants are to transport gravel and level the gravel, is understood to be a right-of-way abutting the South line of the Defendants' property.

TIME FOR PERFORMANCE: The area on which said right-of-way is to be established on the Plaintiffs' property is often wet, and it may take some time before the fence straightening and right-of-way can be accomplished. The parties agree that it will, however, be accomplished within one (1) year from the date of this agreement.

That until the new straight line fence is located and separate gates have been erected by the parties, the Defendants will supply to the Plaintiffs a key to the gate erected by the Defendants, and will permit travel through said Defendants' gate and upon Defendants' land by the Plaintiffs, and their tenants; said area of travel on the Defendants' grounds to be restricted to the right-of-way area claimed by the Plaintiffs.

DISMISSAL OF SUIT: Upon performance of this Stipulation by the parties, Action No. 52549 mentioned above shall be dismissed

with prejudice and with the parties paying their own costs.

SUPPLEMENT TO WATER PARAGRAPH: Subsequent to the drafting of the original Water Paragraph, the parties have agreed on the installation of a separate water tank on the Defendants' property and understand that a common pipe to the well water source will be made, and that from a riser a "Y" will be used to divide the waters. Two valves, one to each of the parties' troughs will then control the flow of water from the "Y". That this arrangement will provide each with a source of fresh water in the approximate equal shares herein referred to.

That it is understood a diligence claim was filed with the Utah State Engineer's Office by a predecessor entitled to the well's water. Each agrees that some writing should be made evidencing the separate ownership of said well waters, and each will execute an assignment, or such other writings as will establish their approximate equal ownership of the waters from said well. Such writing is to be filed with the Utah State Engineer's Office.

DATED this 14th day of May, 1971.

PLAINTIFFS:

Lyman H. Cook
Lyman H. Cook

Dorothy T. Cook
Dorothy T. Cook

R. John Maw
R. John Maw

Norma Jean Maw
Norma Jean Maw

DEFENDANTS:

Emmet R. Blackington
Emmet R. Blackington

Ruby C. Blackington
Ruby C. Blackington

Vernal Moyes
Vernal Moyes

Elaine P. Moyes
Elaine P. Moyes

STATE OF UTAH)
) ss.
County of)

On the 7th day of May, 1971, personally appeared before me Lyman H. Cook, Dorothy T. Cook, R. John Maw and Norma Jean Maw, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
Sept 5, 1974

EJ Sheen
Notary Public
Residing at:

STATE OF Utah)
) ~~CALIFORNIA~~ ss.
County of Weber)

On the 14 day of May, 1971, personally appeared before me Emmet R. Blackington and Ruby C. Blackington, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
Jan 5 1973

Glen W Adams
Notary Public
Residing at: Ogden Utah

STATE OF UTAH)
) ss.
County of Weber)

On the 10 day of March, 1971, personally appeared before me Vernal Moyes and Elaine P. Moyes, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
January 25, 1973

Glen W Adams
Notary Public
Residing at Ogden, Utah

