

37081

EASEMENT

WE, THE UNDERSIGNED owners of real property situated and located in Utah County, State of Utah, do hereby convey, grant, and release to TIMPANOGOS SPECIAL SERVICE DISTRICT, Utah County, State of Utah, an easement and right-of-way for a certain sewer pipeline, and related facilities, unto the said TIMPANOGOS SPECIAL SERVICE DISTRICT, over, under, and through the following described real property situate in Utah County, State of Utah, and more particularly described as follows:

A twenty foot wide permanent easement for a sewer line, ten feet on each side of the following described center line.

Beginning at a point in the Grantor's West property line, said point being 799.26 feet North and 1123.56 feet East of the West 1/4 Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence S 42° 25' 19" E 115.82 feet more or less to the Grantor's South property line.

Also: A thirty foot temporary construction easement immediately adjacent to and Northeast of the above described permanent easement.

THE CONSIDERATION to be paid for this easement is the sum of Seventy and 19/100----- Dollars, (\$70.19-----), said sum to be paid to the grantors upon execution of this easement. Grantors hereby agree that TIMPANOGOS SPECIAL SERVICE DISTRICT shall have the right of ingress to and egress from the property above described for the purpose of constructing, maintaining, and repairing that certain sewer pipeline, and related facilities, to be located on the above-described property.

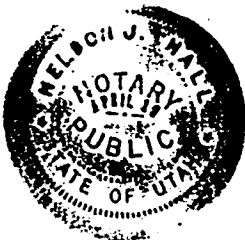
The easement herein granted by the undersigned is a perpetual easement. The property of grantors shall be restored in as good condition as when the same was entered upon by the grantee or its agents. Grantors, for the consideration aforesaid, hereby agree not to construct or maintain any building or structure of a permanent nature upon the property above described.

DATED this 14 day of JUNE ~~March~~, 1977

Virgil E. Smith

Mabel W. Smith
Virgil E. and Mabel W. Smith

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for the State of Utah, on this day and year above written.



Meloch J. Hall
Notary Public

Residing at: Amesville, Utah

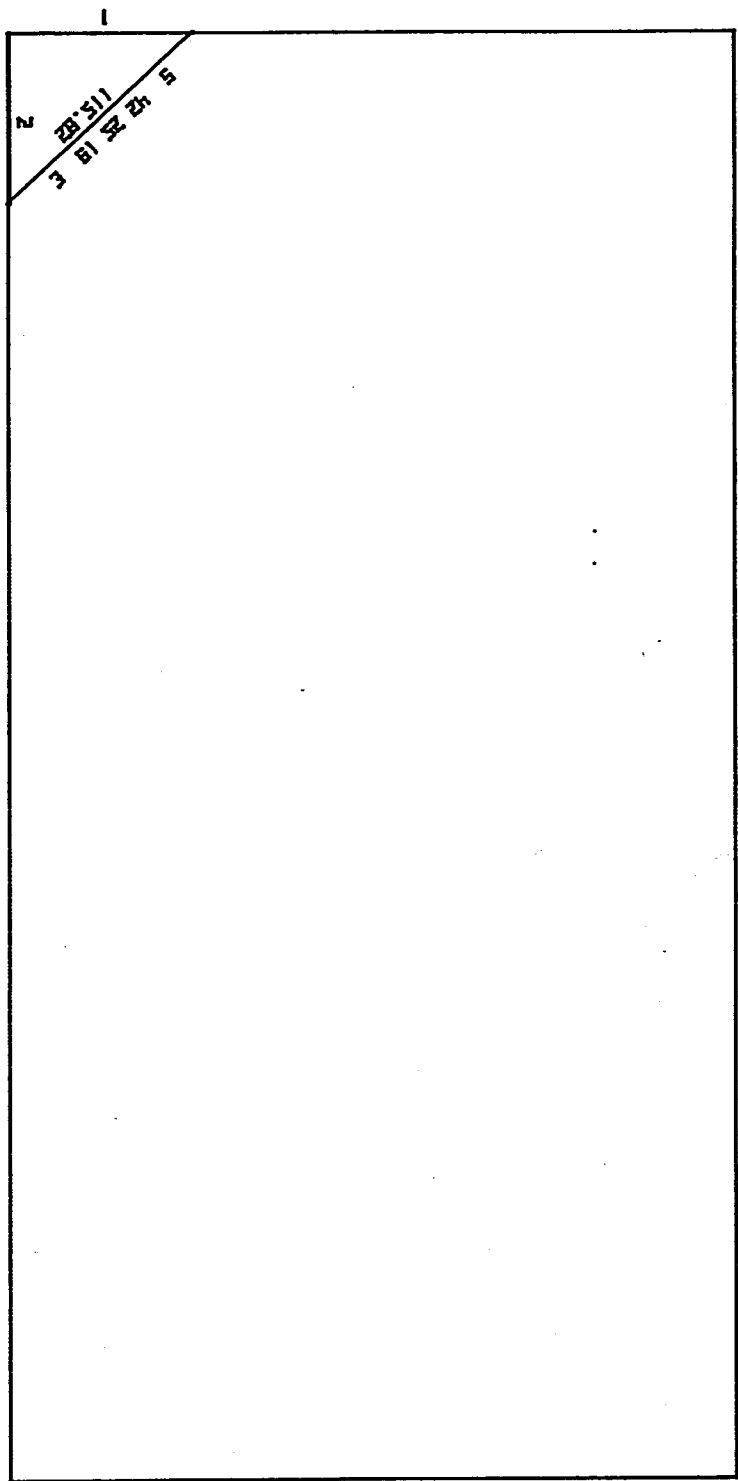
Commission expires: April 19, 1981

L-55
1" = 60'

VIRGIL E. AND MABEL W. SMITH



L/C	BRE/DLTH	LENGTH	RAD IUS
1 N	8 5 43 E	85.35	
2 N	89 53 17 N	78.30	



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1" = 60'

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AGREEMENT

This Agreement made this 14 day of JUNE, 1977,
by and between TIMPANOGOS SPECIAL SERVICE DISTRICT, a body politic
of the State of Utah, hereinafter referred to as "DISTRICT", and
VIRGIL E AND MABEL W SMITH
_____, hereinafter referred to as "PROPERTY
OWNER", Utah County, State of Utah.

WHEREAS, the PROPERTY OWNER has or will convey and grant
unto the DISTRICT an easement allowing the District to construct, install,
and maintain and repair a certain sewer line, and,

WHEREAS, the parties hereto desire to enter into an Agreement
for their mutual benefit,

NOW, THEREFORE, in consideration of the mutual execution
of this Agreement, the parties hereto agree as follows:

1. Attached hereto and marked "Exhibit A" and incorporated
herein by this reference is a legal description of the sewer line crossing
the Property Owner's property.

2. Construction of the sewer pipeline and appurtenances
thereto shall begin by the 1st day of OCTOBER, 1977, and
shall be completed by the 1st day of APRIL, 1978.

3. All fences and any permanent construction upon the property
of Property Owner which shall be moved or damaged by the District during
construction of the sewer pipeline herein provided for shall be replaced
or repaired in a satisfactory manner.

4. The District agrees to construct cut-off walls upon the
boundaries of the Property Owner's property in such a manner as to
halt runoff of irrigation water or underground water from the Property
Owner's farms.

DISTRICT AGREES TO CONSTRUCT CONCRETE
LINED DITCH ON PROPERTY OWNERS WEST PROPERTY LINE
FROM AN EXISTING DRAIN LINE NORTH OF EASEMENT TO A
POINT 20' ~~BELOW~~ SOUTH OF EASEMENT IN SUCH A
MANNER AS TO INSURE FLOW FROM DRAIN LINE,

5. District agrees to be liable for and pay any crop loss due to construction of sewer line including crops which have been planted, or crops which are prevented from being planted due to construction of said sewer line, or damage to crops due to the fact that said construction prevents irrigation of certain crops. District shall be responsible for the damages for the period of years the construction effects the crops of the owners.

6. District shall place the same top soil in the sewer trench in the same strata as it was removed.

7. District agrees to construct sewer line in such a manner and at such a depth that future cultivation by Property Owner of his property over easement shall not be effected by such construction.

8. Prior to District making any changes in construction route of pipeline, written permission must be received from Property Owner.

9. District agrees to remove all stones of undesirable size or any debris from easement granted by property Owner, or bury to a depth of 24 inches or more. District agrees not to stockpile gravel on undisturbed ground or on property of Property Owner not included in easement granted to District.

10. In the event a Court of competent jurisdiction should hear and decide a condemnation decision involving acquisition of an easement by the District, it is agreed that Property Owner shall receive an additional sum from the District, said sum being the difference between the amount originally paid for the easement and the unit value determined by such Court. The sum being based upon the highest court award per unit value.

11. District agrees to have their inspector or engineer police or oversee construction of sewer line so that all details of this Agreement

are met and carried out. This article shall also pertain to any future construction or repairs.

Agreed to the day and year above written.

TIMPANOGOS SPECIAL SERVICE DISTRICT

By: Don A. Christensen

Mark W. Smith

PROPERTY OWNER

Virgil S. Smith

PROPERTY OWNER

RECORDED AT THE REQUEST OF
Timpanogos Special Service Dist.
BOOK _____ PAGE _____
1977 NOV -4 PM 10: 01
NINA B. REID
UTAH COUNTY RECORDER
DEPUTY COUNTY FEE \$0.50
PR. ABS. IND.
el. S. T. R.

37081

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