

UTAH COUNTY DEED RECORD No. 316

STATE OF UTAH )
COUNTY OF UTAH ) SS.

On this 9 day of February, A.D. 1935, personally appeared before me W.W. BROCKBANK ESTELLA BROCKBANK, his wife, who duly acknowledged to me that they executed the same.

Comm expires Aug 23, 1935.

(NOTARY SEAL)

FAY BEARNSON, Notary Public

No Residence.

ELOISE P. FILLMORE, COUNTY RECORDER.

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Entry No. 5071 Filed June 10, 1935 at 1:06 P.M.

DEED OF RIGHT OF WAY

THIS INDENTURE made on this 9th day of February, A.D., 1935, between ESTELLA BROCKBANK of Springville, Utah County, State of Utah, party of the first part, and Spanish Fork City, a municipal Corporation of the State of Utah, party of the second part WITNESSETH:

THAT the party of the first part for and in consideration of the sum of \$1.00 DOLLARS lawful money of the United States of America, to her in hand paid by said part of the second part the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, confirm and warrant unto the said party of the second part and to its successors or assigns, forever, a right-of-way in, over and upon certain land now owned by said party of the first part described as follows to-wit:

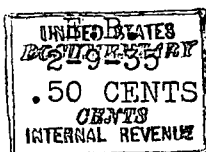
THROUGH the W 1/2 of the NW 1/4 of Section 34, T.8S. R 3 E, SLB&M. DEFINITE location of pipe line to be determined during the construction and description thereof to be furnished at a later date.

SAID RIGHT-of-way, in, over and upon said described land, shall be for a culinary water supply line with exclusive right in Spanish Fork City its successors or assigns to locate the said water supply line through, in, over, under or upon the land now owned by said party of the first part as herein above described to the best interest of the City its successors or assigns. Said water supply line to be for the laying and maintaining in, upon and through said lands a water main pipe to be used for conveying water from the Evans Spring near the mouth of Spanish Fork Canyon to Spanish Fork City, together with the right to enter in and upon said right-of-way to construct, maintain, repair, remove and substitute said pipe provided, however, that if said pipe is substituted by pipe of same material or pipe made of different material, the location of the right-of-way shall not be materially changed.

TO HAVE and to hold said easements and privileges to the party of the second part its successors or assigns, forever, together with all singular tenements, hereditaments, and appurtenances, thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest claim of homestead, property possession claim, and demand what so far as well in law as in equity, of the party of the first part to the said premises, and the said party of the first part for her heirs, executives and administrators, does hereby covenant and agree to warrant and defend said easement so granted to the party of the second part its successors or assigns, forever, and further does hereby waive all claims for damage in connection with the exercise and the use of the easement of said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand this 9th day of February, A.D., 1935.

Signed and Delivered in the presence of:
Jas A. Anderson.



ESTELLA BROCKBANK

STATE OF UTAH )
COUNTY OF UTAH ) SS.

On this 9th day of February A.D. 1935, personally appeared before me ESTELLA BROCKBANK, who duly acknowledged to me that she executed the same.

No residence.

(NOTARY SEAL)

Fay Fearnson, Notary Public

ELOISE P. FILLMORE, COUNTY RECORDER.

Comm. expires Aug. 23, 1935

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Entry No. 5072 Filed June 10, 1935 at 1:07 P.M.

DEED OF RIGHT OF WAY

THIS INDENTURE, made on this 6th day of March, 1935, by and between DENNIS J. DAVIS and ADA DAVIS, his wife, of Provo, Utah Co., Utah, parties of the first part, and Spanish Fork City, a municipal corporation of the State of Utah, the party of the second part, WITNESSETH:

THAT the parties of the first part, for and in consideration of the sum of ONE HUNDRED DOLLARS, lawful money of the United States of America to them in hand paid, by said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, confirm, and warrant unto the said party of the second part, and to its successors and assigns forever, a right-of-way in, over and upon certain lands now owned by the said parties of the first part described as follows, to-wit:

THE SOUTHWEST quarter of the Southwest quarter of Section 27, Township 8 South, Range 3 East of the Salt Lake Base and Meridian, in Utah County, State of Utah.

THE DEFINITE location of the pipe line to be determined during the construction the description thereof to be furnished at a later date.

SAID right-of-way in, over and upon said above described land shall be for a culinary water

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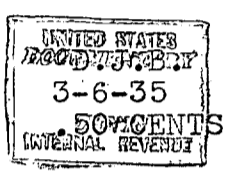
supply line and exclusive right to Spanish Fork City, its successors or assign, to locate the said water supply line through, in, over, under or upon the land now owned by said parties of the first part as hereinabove described, to the best interest of the said Spanish Fork City, its successors or assigns; said water supply line to be for the laying and maintaining in, upon and through said lands, of a water main pipe to be used for conveying water from the Evans Springs near the mouth of Spanish Fork Canyon, to Spanish Fork City, together with the right to enter in and upon said right-of-way to construct, maintain, repair, remove and substitute said pipe; provided, however, that if said pipe is substituted by pipe of the same material, for pipe of different material, the location of the right-of-way shall not be materially changed.

TO HAVE AND TO HOLD the said easements and privileges to the parties of the second part, its successors and assigns forever, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders; and also all the estate, right, title, interest, claim of homestead, property, possession, claim and demand whatsoever, as well in law as in equity of the parties of the first part, to said premises.

THE SAID parties of the first part for their heirs, executors and administrators do hereby covenant and agree to warrant and defend said easement so granted to the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 6th day of March, 1935

Signed, Sealed and Delivered in the presence of:



DENNIS J. DAVIS, MRS. ADA DAVIS.

Jas. A. Anderson Ray F. Davis

STATE OF UTAH ) On this 6th day of March, 1935, personally appeared before me, : SS. DENNIS J. DAVIS and ADA DAVIS, his wife, the signers of the : COUNTY OF UTAH ) above instrument, who duly acknowledged to me that they and each of them executed the same.

Residing at: Spanish Fork, Utah:

J. RULON MORGAN, Notary Public:

(NOTARY SEAL)

My commission expires: January 21, 1937.

ELOISE P. FILLMORE, COUNTY RECORDER.

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Entry No. 5073 Filed June 10, 1935 at 1:08 P.M.

DEED OF RIGHT OF WAY

THIS INDENTURE made on this 28 day of February, A.D. 1935 between ALMA ANDRUS Estate, in care of Henry Andrus Administrator, of Spanish Fork, Utah County, State of Utah, party of the first part, and Spanish Fork City, a Municipal Corporation, of the State of Utah, party of the second part, WITNESSETH:

THAT the party of the first part for and in consideration of the sum of ONE DOLLARS lawful money of the United States of America, to him in hand paid by said party of the second part, the receipt whereof is her hereby acknowledged, does hereby grant, bargain, sell, convey, confirm or assign, forever, a right-of-way in, over and upon certain land now owned by said party of the first part described as follows, to-wit:

THROUGH, over and upon the SE 1/4 of the SE 1/4 of Section 28, T 8 S, R 3 E SLB&M. Definite location of pipe line to be determined during the construction and description thereof to be furnished at a later date.

SAID right-of-way in, over and upon said described land, shall be for a culinary water supply line with exclusive right in Spanish Fork City its successors or assigns to locate the said water supply line through, in, over, under or upon the land now owned by said party of the first part as herein above described to the best interest of the City its successors or assigns. Said water supply line to be for the laying and maintaining in, upon and through said lands a water main pipe to be used for conveying water from the Evans Spring near the mouth of Spanish Fork Canyon to Spanish Fork City, together with the right to enter in and upon said right-of-way to construct, maintain, repair, remove and substitute said pipe provided, however, that if said pipe is substituted by pipe of same material or pipe made of different material, the location of the right-of-way shall not be materially changed.

TO HAVE and to hold said easements and privileges to the party of the second part its successors and assigns, forever, together with all singular tenements, hereditaments, and appurtenances, thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest claim of homestead, property possession claim, and demand what so far as well in law as in equity, of the party of the first part to the said premises, and the said party of the first part for his heirs, executives and administrators does hereby covenant and agree to warrant and defend said easement so granted to the party of the second part its successors and assigns, forever, and further does hereby waive all claims for damage in connection with the exercise and the use of the easement of said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand this 28 day of February, A.D. 1935.

Signed and Delivered in the presence of:

R.H. ANDRUS, Administrator of the Estate of Alma Andrus, Deceased.

Jas. A. Anderson.

STATE OF UTAH ) On this 28 day of February, A.D. 1935, personally appeared before : SS. me HENRY ANDRUS ADMINISTRATOR of the Estate of ALMA ANDRUS, who : COUNTY OF UTAH )