

24099

WATER LINE EASEMENT

The undersigned, Camelot Properties Inc.

of Orem, Utah, Grantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANT AND CONVEY to ELK RIDGE, a Municipal Corporation, Grantee, its successors and assigns a right of way and easement for the construction and continued operation, maintenance, repair, alteration, inspection and replacement of a culinary water line for the Grantees, together with all hook-ups, clean-outs, measuring devices and other incidental equipment thereon, and appurtenances, under, over, on and across the following described premises.

1. Location of Water Line.

A 15.00 ft. wide utility easement 7.5 feet on each side of the following described centerline:  
Beginning at the Northeast Corner of Plat "G", Salem Hills Subdivision, said point being South 488.49 feet and West 848.72 feet from the East 1/4 Corner of Section 23, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence 415.20 feet along the arc of a 1757.79 ft. radius curve to the left whose chord bears North 43°04'26" West 414.24 feet; thence North 45°06'21" East 251.24 feet to a fence line.

2. Ingress and Egress. Together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantees use, occupation and enjoyment of this easement and the operation, maintenance and repair of grantees water system.

2. Damage to Crops. All rights aforesaid are granted on condition that all work shall be done with care and that all damage to the premises caused thereby shall be repaired by and at the expense of the Grantee or its agent. It is further understood and agreed by the undersigned, that should the Grantee or its agents during the construction of

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said water line damage crops of the Grantors, the Grantee shall compensate the Grantors a reasonable sum for the damage to the growing crops and shall further compensate the Grantors for any direct physical damage caused to the property by the Grantee or its agent during the construction of said water line, and by the Grantee as a result of continued maintenance of said water line thereafter.

4. Restorations of Surface. The Grantee agrees to restore the surface area across the above-described premises to a condition as good as or better than now exists and agrees to so construct the water line so as not to create a hazard or nuisance for the Grantors.

5. Binding Effect. It is understood that the stipulations aforesaid are to apply to and bind the parties hereto, their personal representatives, heirs, and successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed their names this 10<sup>th</sup> day of August, 1983.

GRANTORS:

Lamdot Properties Inc.

Lee Brown President

GRANTEE:

ELK RIDGE CITY

By John M. Peters  
Mayor

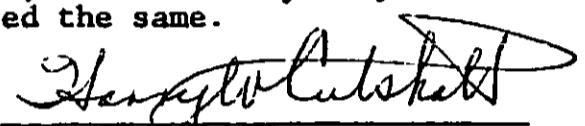
ATTEST:

Signature of J. T. T. T.  
City Recorder

STATE OF UTAH )  
COUNTY OF UTAH ) : ss.

On the 11<sup>th</sup> day of August, 1983, personally  
appeared before me, Lee Johnson

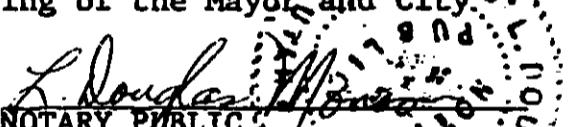
who being by me duly sworn, did say they are the signers of  
the above instrument as the Grantors, and that they duly  
acknowledged to me that they executed the same.

  
NOTARY PUBLIC



STATE OF UTAH )  
COUNTY OF UTAH ) : ss.

On the 10<sup>th</sup> day of August, 1983, personally  
appeared before me, JOHN PETERSON,  
Elk Ridge City Mayor, and ERNESTINE FOLKS,  
Elk Ridge City Recorder, being first duly sworn, acknow-  
ledged to me that they are the Mayor and City Recorder  
respectively and that the above Water Line Easement was  
signed pursuant to a resolution of the Elk Ridge City Council  
at a duly and regularly called meeting of the Mayor and City  
Council.

  
NOTARY PUBLIC

Residing at Elk Ridge, Utah  
My Commission Expires 9/29/86

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