

37090

EASEMENT

WE, THE UNDERSIGNED owners of real property situated and located in Utah County, State of Utah, do hereby convey, grant, and release to TIMPANOOGOS 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 TIMPANOOGOS 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 on the Grantor's West property line, said point being 1552.24 feet North and 913.92 feet East of the South 1/4 Corner of Section 26, T5S, R1E, SLB & M; thence S 64° 51' 59" E 421.54 feet, more or less, to the Grantor's East property line.

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

THE CONSIDERATION to be paid for this easement is the sum of Two hundred fifty-five and 48/00 Dollars, (\$ 255.48), said sum to be paid to the grantors upon execution of this easement. Grantors hereby agree that TIMPANOOGOS 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 grantees 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 2nd day of May, 1977

Helen D. Devitt
Helen D. Devitt

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

J. M. Timm
Notary Public

Residing at: American Legion

Commission expires: July 1978



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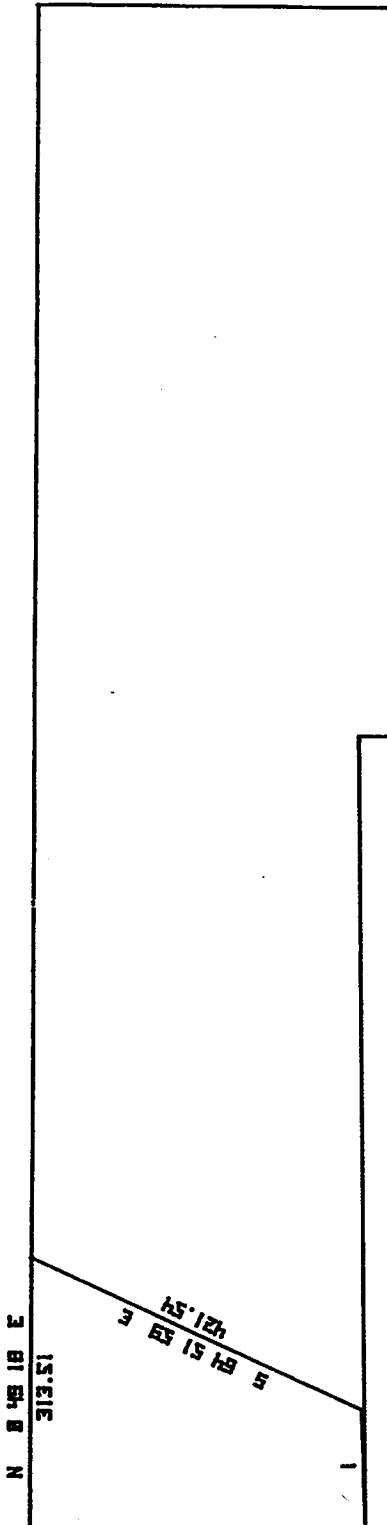
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1" - 150"

Helen D. Devitt

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AGREEMENT

THIS AGREEMENT made this 27th day of April, 1977, by and between TIMPANOOGOS SPECIAL SERVICE DISTRICT, a body politic of the State of Utah, hereinafter referred to as "DISTRICT", and 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 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. Construction of the sewer pipeline and appurtenances thereto shall begin by the 1st day of October, and shall be completed by the 1st day of April, of the following year, for any given construction year, except that construction will not begin in the fall until crops are harvested. PROPERTY OWNER agrees that crops shall be removed as soon as practical.

2. The DISTRICT agrees to construct cut-off walls at locations specified by the Engineer on PROPERTY OWNER'S property in such a manner as to haul off of irrigation and groundwater from the PROPERTY OWNER'S land.

3. DISTRICT agrees to be liable for and pay any crop loss due to construction or servicing 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.

4. 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. All manholes shall be placed so that the tops of said manholes are 30" below the existing ground level except that manholes immediately adjacent to fences can protrude from the ground surface.

5. Prior to DISTRICT making any change in construction route of pipeline, written permission must be received from PROPERTY OWNER.

6. DISTRICT agrees to remove all stones of undesirable size or any debris from easement granted by PROPERTY OWNER. DISTRICT agrees not to stockpile gravel on undisturbed ground or on property of PROPERTY OWNER not included in easement granted to the DISTRICT.

7. Any top soil removed during construction of the sewer line shall be replaced to its original depth. The property of PROPERTY OWNER as respecting the easement shall be left by DISTRICT as level after construction of the sewer line, as said property was prior to construction.

8. Grantee's right of ingress and egress for installation and maintenance herein shall not preclude or interfere with Grantor's egress and ingress, or use of said premises for agricultural, building or other purposes, except as specifically set out herein.

9. Grantee agrees that said Easement shall be employed, conveyed, or assigned exclusively for the construction or use of a sewer line, except that nothing contained herein shall prevent Grantor from constructing a temporary or permanent access road over all, or any part of Grantee's Easement.

10. Grantee hereby grants unto Grantor, his heirs or assigns, the subsequent right to hook-up and use the aforesaid sewer line for any residential development purposes upon the aforesaid property, subject only to any applicable statutes, ordinances, hookup fees and user fees.

11. Grantee covenants and agrees that the aforesaid sewer line shall not interfere with the direction, contour, or flow of Grantor's water used for irrigation. The Grantee agrees to pay for damage and loss of crops belonging to Grantor, his Lessee or Assigns resulting from said interference of irrigation water.

12. Grantee covenants and agrees to promptly fill all construction trenches and to remain liable to Grantor for any and all damages to Grantor's livestock or crops during the construction process.

13. 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.

14. This Agreement shall be subject to all rights and privileges granted to Mr. Junius Gray and Dorothy Gray by existing lease. Said lease expires December 31, 1977. Any subsequent lease shall be subject to the terms of this Agreement and contingent Easement Agreement.

AGREED to the day and year above written.

TIMPANOGOS SPECIAL SERVICE DISTRICT

By: John A. Christiansen
Helen D. Smith
PROPERTY OWNER

PROPERTY OWNER

RECORDED AT THE REQUEST OF THE
Timpagogos Special Service District

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NAME OF RECIPIENT:
JUNIUS & DOROTHY GRAY
DEBTOR, CO-HOLDERS
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