

3852

E A S E M E N T

18/8

THIS INDENTURE made this 30th day of April, A. D., 1949, between RUEL EDGAR CRANDALL and LEAH CRANDALL, his wife, and LAMAR VERNON CRANDALL and DELORES CRANDALL, his wife, Grantors of Springville, County of Utah, State of Utah, and SPRINGVILLE, A MUNICIPAL CORPORATION, of the State of Utah, Grantee.

WITNESSETH:

WHEREAS, the Grantors above named are seised in fee of certain lands situate in Utah County, State of Utah, and

WHEREAS, the Grantee herein desires to construct and install a pipe line for supplying culinary water for the inhabitants of Springville, Utah, and said pipe line will run across and through the land of the Grantors.

NOW THIS INDENTURE WITNESSETH: that in pursuance of this agreement and in consideration of the sum of One Thousand Five Hundred (\$1,500.00) Dollars and other valuable consideration now paid by the said Grantee to the said Grantors, the receipt of which is hereby acknowledged, the said Grantors hereby grant unto this Grantee, its successors and assigns forever the right to construct and use the said water supply line across said Grantors' land and reasonable access to said land for the keeping of said line in proper repair and maintenance, the pipe line for said water supply to be located across the lands of said Grantors, situate in Utah County, State of Utah, and described as follows, to-wit:

Commencing 141.00 feet North 83° 58' West from the Southeast corner of private land claim or Special Section #68, Township 7 South, Range 4 East, Salt Lake Base and Meridian; thence North 1° 33' East 3,744.00 feet; thence North 70° 10' West 30.00 feet; thence South 1° 33' West 3,744.00 feet; thence South 83° 58' East 30.00 feet to the place of beginning. Area 2.35 acres more or less. Said right of way is across private land claims numbers 68 and 61, which are in Sections 20, 21, 28 and 29, Township 7 South, Range 4 East, Salt Lake Base and Meridian.

The Grantee shall forever hereafter maintain said line in proper repair and in such condition that it will do no unreasonable damage to the property of said Grantors, their successors or assigns, except such damage as would reasonably be caused to said land by said water line being across and through said land.

The said grantee is to have no surface rights by virtue of this grant, except the privilege to install said water supply line and to maintain the same, and the Grantee is to see that all excavation, after the pipe line is installed, is properly replaced or backfilled and settled, the rocks to be raked off and the top soil to be replaced on top as nearly as possible.

Said pipe line is to be installed at such depth that it will not interfere with the cultivation of crops or the tilling of the ground over it.

The Grantee is to replace the fences removed for the purpose of installing said pipe line and will provide temporarily, three (3) short lengths of pipe to convey the irrigation water across the ditches which have been cut through by the installation of said pipe line. The lengths of pipe so furnished by the Grantee to be returned to the Grantee.

The said Grantee is to complete the installation of said pipe line and backfill within a period of fifteen (15) working days, from April 19, 1949, and in the event the said work is not completed within the said period of fifteen (15) working days, the Grantee will pay a penalty of One Hundred (\$100.00) Dollars for each day thereafter, until the work is completed.

189-As part of the consideration for said Easement, the Grantee agrees to provide the Grantors with two water connections and one power connection. The valves for the water connections to be provided and installed by the Grantee; it being understood that the Grantors herein will not be required to pay the water and light connection charges, but the Grantors will assume all other expenses in installing the water and power and after the hook-ups are completed, the Grantors will pay the regular and established service charges.

In addition to the consideration hereinbefore mentioned, if repair of said pipe line is necessary when crops are on the land the Grantee is to compensate the Grantors for the damage done to the crops, and in the event the Grantee and the Grantors cannot agree on the amount of damage done to crops, the matter will be submitted to a committee of three (3) disinterested persons for arbitration, one appointed by the Grantee, one appointed by the Grantors and the third by these two (2), and the amount of damage determined by these three (3) shall be acceptable to both the Grantee and the Grantors.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Signed in the presence of:

L.M. Sumner

Ruel E. Crandall

Leah Crandall

Lamar Vernon Crandall

Delores Crandall
Grantors

STATE OF UTAH :
 : SS
COUNTY OF UTAH :

On the 30th day of April, A. D., 1949, personally appeared before me a Notary Public, in and for the State of Utah, Ruel Edgar Crandall and Leah Crandall, his wife, and Lamar Vernon Crandall and Delores Crandall, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

L.M. Sumner
Notary Public

Residing at Springville, Utah
My commission expires: 1/18/53



3852
ENTRY NO.
RECORDED AT REQUEST OF
L.M. Sumner
MILDRED E. REAM
REC. CLERK
UTAH COUNTY
DEPUTY
MAY 9 3 00 PM '49
RECORDED BY
COMPARED BY
INDEXED BY
FEE NO MAIL TO
SEC. TP R

Springville, Utah