

WITNESS THE HAND of said Grantor this 24th day of

271

March, A. D. 1951

Signed in the presence of

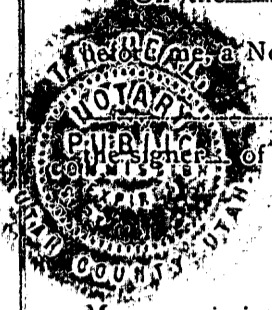
*[Signature]*

*[Signature]*

STATE OF UTAH,

County of Utah

On the 24th day of March, A. D. 1951, personally appeared



THOMAS J. SMITH, a Notary Public in and for the State of Utah,

THOMAS J. SMITH, an unmarried man,

of the above instrument, who duly acknowledged to me that he executed the same.

*[Signature]*  
Notary Public

My commission expires March 14, 1953 Residing at Provo, Utah

4481

APR 20 10 46 AM '51  
THE 1st DEPT. OF PUBLIC SAFETY  
RECORDS & COMM. DIV.  
UTAH COUNTY RECORDER  
Helen West DeWitt

ABSTRACTED \_\_\_\_\_ SEC.  
PROOF READ \_\_\_\_\_ TP  
INDEXED \_\_\_\_\_ R

*[Signature]*  
24th 1951  
Provo Utah

4483

E A S E M E N T

THIS INDENTURE, made this 19th day of April, A. D., 1951, by Helen L. Anderson, Eldon Bartholomew and Lena R. Bartholomew, his wife, Wayne Bartholomew and Margaret Bartholomew, his wife,

Grantors of Springville, in the 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 or have an interest in those certain lands situate in Utah County, State of Utah, and described as follows, to-wit:

Commencing at a point 17.00 rods West of the Northeast corner of the Northwest quarter of Southeast quarter of Section 1, Township 8 South, Range 3 East, Salt Lake Meridian; thence West 51.50 chains; thence South 13.75 chains; thence South 30° 09' East 7.22 chains; thence East 47.87 chains; thence North 20.00 chains to beginning. Area 100.00 acres.

Also commencing 20.00 chains North and 20.00 chains West of the Southeast corner of Section 1, Township 8 South, Range 3 East, Salt Lake Meridian; thence West 4.25 chains; thence North 20.00 chains; thence East 4.25 chains; thence South 20.00 chains to beginning. Area 8.50 acres.

WHEREAS, the Grantee herein desires to construct a main water line from the Bartholomew Springs connecting the Bartholomew Springs and the distribution system for Springville City and said line will run across and through the lands of the Grantors.

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1000

Examined  
13202-50

*[Handwritten notes]*  
71/100 of Sec 1/4  
71/100 of Sec 1/4

*[Handwritten notes]*  
71/100 of Sec 1/4

272

NOW THIS INDENTURE WITNESSETH: That in consideration of the sum of Three Hundred (\$300.00) Dollars 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 main across said Grantors land and reasonable access to said land in order to keep said line in proper repair and maintenance. The pipe line for said water main to be located across the lands of said Grantors so as to conform with the best grades, elevations and distances as surveyed and approved by Springville City Engineer and which for the most part has been tentatively located and staked; and particularly including a right of way for a short pipe line, whether installed at the present time or in the future, running from a "Y" to be installed at a point approximately 440 feet East from the intake into Burt Springs and running from said "Y" in a Northwesterly direction to the State road.

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 pipe line being across and through said land.

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The said Grantee is to have no surface rights by virtue of this grant, except the privilege to install said pipe line and maintain the same and the Grantee is to see that all excavation, after the pipe line is installed is properly replaced or back-filled, surplus rock and dirt to be hauled away leaving the ground in a condition to be irrigated where the land has heretofore been irrigated.

It is understood and agreed that in the event it is necessary in the installation of said pipe line to remove or molest the fences, that the Grantee will be obligated and assumes the responsibility of replacing or reconstructing said fences immediately after the completion of installation, so that they will be in a condition comparable to their original state before interfered with or molested by the Grantee. Said pipe line is to be installed at such a depth that it will not interfere with the cultivation of crops and the tilling of the ground over it.

The Grantors do hereby accept the consideration hereinbefore mentioned in full settlement and satisfaction for said right of way and for any and all damages that have heretofore been suffered or which may be suffered incident to the installation of said pipe line. The said Grantors for the same considerations, do hereby release the said Grantee from all liability past, present or future as pertaining to damages to crops or the land in connection with or appertaining to the installation or maintenance of said pipe line.

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

Witness:

<u><i>[Signature]</i></u>	<u>Helen L. Anderson</u>
<u><i>[Signature]</i></u>	<u>Eldon Bartholomew</u>
<u><i>[Signature]</i></u>	<u>Lena R. Bartholomew</u>
<u><i>[Signature]</i></u>	<u>Wayne Bartholomew</u>
	<u>Margaret Bartholomew</u>

