

5203

EASEMENT

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For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Carl Smith and Urilda Smith, his wife

(Name) of Pleasant Grove, Utah, Grantor, (Address)

does hereby grant, bargain, sell, convey and release unto The Pleasant Grove Irrigation Company of Pleasant Grove, Utah, (Address)

Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Utah, State of Utah, to-wit: Limited to one rod on each side of the following described centerline: Beginning at a point 969.6 ft. south and 929.5 ft. E of the NW cor of sec 22 T 5 S, R 1 E, SLB&M thence S 78° 05' E 534 ft to a point 1137.8 ft S and 1458.4 ft E of said NW cor of section 22.

for the purposes of: For or in connection with the construction necessary to improve Pleasant Grove Irrigation Company canals located on the above described lands; construction to include widening, clearing, straightening, and installation of pipe; for or in connection with the operation, maintenance, and inspection of such canal and for the flowage of any water in, over, upon or through such canal.

1. In the event construction on the above described works of improvement is not commenced within 36 months from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the rights of ingress and egress at any time over and upon the above described land of the Grantor.

3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The Grantee is responsible for operating and maintaining the above described works of improvement.

5. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns.

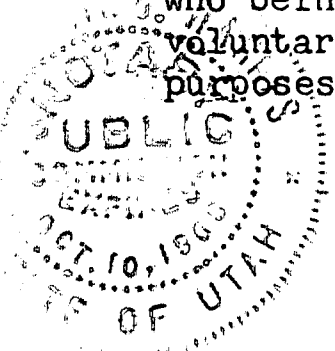
IN WITNESS WHEREOF the Grantor has executed this instrument on the 6th day of April, 1965.

Carl E. Smith (SEAL) (Signature of Grantor)

Urilda D. Smith (SEAL) (Signature of Grantor)

STATE OF UTAH)) ss) COUNTY OF .)

On this 6th day of April, 1965, personally appeared before me Carl E. Smith & Urilda D. Smith, who being duly sworn did acknowledge to me that (he, she, they) voluntarily signed the above instrument, and for the above uses and purposes therein mentioned.



Kenneth G. Harris NOTARY PUBLIC

Residing at: Orem, Utah

My Commission Expires: Oct. 10, 1968

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St. Michael's Episcopal Church

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