

Law 182

22706

WATER LINE EASEMENT

The undersigned, Edward LeRoy Patterson and Frances G. Patterson, his wife of Alpine, Utah; Grantors, for TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANT and CONVEY to ALPINE CITY, 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 of 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 belonging to the undersigned, located in Section 24, Township 4 South, Range 1 East, and more particularly described as follows, to wit:

1. Location of Water Line.

Parcel No. 1. Commencing at a point located North 1326.86 feet and East 441.91 feet from the North onequarter corner of Section 24, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 deg. 44'53" West 1958.09 feet; thence South 89 deg. 27'29" West 1128.98 feet; thence South 00 deg 43'49" West 345.19 feet; thence South 88 deg. 14'14" West 771.64 feet; thence North 01 deg. 45'46" West 20.00 feet; thence North 88 deg. 14'14" East 752.49 feet; thence North 00 deg. 43'49" East 345.60 feet; thence North 89 deg. 27'29" East 1148.54 feet; thence South 89 deg. 44'53" East 1976.42 feet; thence South 42 deg. 19'37" West 26.94 feet to the point of beginning.

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.

3. 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 said water line damage 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. Restoration of the Surface. The Grantee agrees to restore the surface area across the above described premises to a condition of good as or better than now exists and agrees to so construct the water line as 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, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed their names this 11 day of May, 1979.

GRANTORS:

*Edward L. Patterson*  
*Frances G. Patterson*

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GRANTEE:

Alpine City

By Walter A. Christiansen  
Mayor

ATTEST  
STATE OF UTAH  
CITY RECORDER  
JoAnn B. Nicholes  
City Recorder

COUNTY OF UTAH

On the 14th day of May, 1979, personally appeared before me, Edward LeRoy Patterson and Frances G. Patterson, his wife, who being by me duly sworn, did say they are the signers of the above instrument as the Grantors, and they duly acknowledged to me that they executed the same.

Edward LeRoy Patterson  
Notary Public

Residing at American Fork, Utah

My commission expires 09-19-82

STATE OF UTAH

COUNTY OF UTAH

On the 14th day of May, 1979 personally appeared before me, Don A. Christiansen, Mayor of Alpine City, and JoAnn B. Nicholes, Alpine City Recorder, being duly sworn, duly acknowledged 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 Alpine City Council, a Municipal Corporation, at a duly and regularly called meeting of the Mayor and City Council of the City.

Don A. Christiansen  
Notary Public

Residing at American Fork, Utah

Commission Expires 09-19-82

RECEIVED AT THE REQUEST OF  
Ed LeRoy Patterson  
1981 AUG -6 211 11:33  
UTAH COUNTY CLERK  
DEPT. OF PUBLIC SAFETY  
PH: 462-2200  
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B.H. no fee  
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