

1438808

JUL 28 1955
Recorded at 2:58 P.
Request of Clyde & Co.
Fee Paid. Hazel Taggart Chase
Recorder Salt Lake County, Utah
\$ 2.20 By J. Madleson Deputy
Book 222 Page 627 Ref. 140 So. 2nd East

-: EASEMENT FOR WATER LINE :-

This AGREEMENT, made and entered into this 22 day of September, 1948, by and between DELBERT HINNEN AND MYRTLE W. HINNEN, his wife, of Murrey City, Salt Lake County, Utah, hereinafter called "FIRST PARTIES", and MARTIN TOMLIN and MARIE TOMLIN, his wife, as joint tenants (and not as tenants in common) with full rights of survivorship of Salt Lake County, Utah, hereinafter called "SECOND PARTIES", -

-: W I T N E S S E T H :-

WHEREAS, the First Parties are seized in fee simple of a parcel of land in Salt Lake County, State of Utah, particularly described as follows:

All of Lots 49, 50, 51, 52, 53 and 54, Block 2, GORDON SOUTH LAWN, a subdivision of part of Section 36, Township 1 South, Range 1 East; Section 31, Township 1 South, Range 1 East; Section 1, Township 2 South, Range 1 West and Section 6, Township 2 South, Range 1 East, Salt Lake Meridian;

and

WHEREAS, the Second Parties are purchasing under contract from First Parties the West 120 Feet of Lots 49 and 50 Block 2, GORDON SOUTH LAWN, of the above described property together with a one-fourth interest in a flowing well located on the North boundary line of Lot 53; and

WHEREAS, there is now constructed from said well to the South boundary line of Lot 50 and the property being purchased by Second Parties a pipe line for the conveyance of water from said flowing well to Lots 49 and 50.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the full payment of the purchase price and the performance of the covenants and agreements set forth in said Uniform Real Estate Contract for the sale and purchase of the above described

Lots 49 and 50 to Second Parties herein by First Parties, the parties hereto hereby agree as follows:

1. First Parties, their heirs, successors and assigns, hereby grant unto Second Parties, their heirs and assigns, a right of way or easement over and upon Lots 51, 52 and 53, Block 2, Gordon South Lawn, for the purpose of constructing, using and maintaining a water pipe line beneath the surface of said described land to convey the water from the existing flowing well on the North boundary line of Lot 53, Block 2, Gordon South Lawn.

2. It is understood and agreed that the First Parties, their heirs, successors or assigns shall maintain said water pipe line over to the South boundary line of the property of Second Parties but that First Parties shall have the right, in their sole discretion, to designate upon what portion of the lots said pipe line shall be constructed from said flowing well to the South boundary line of the property of Second Parties in order that said pipe line shall not interfere with the peaceable enjoyment of the improvements now constructed or hereafter constructed on said Lots 51, 52 and 53 above described.

3. It is further agreed that First Parties shall not be liable for any failure of water to flow from said well or for any failure of the pipe line over Lots 51, 52 and 53 to convey said water to the property of Second Parties unless such failure is caused directly or indirectly by First Parties.

4. It is further understood and agreed that this easement shall cease and terminate at any time in the future that culinary water is made available to Second Parties by public utility or by Second Parties drilling their own flowing well on their property.

5. It is understood and agreed that this easement is made a part of the above mentioned Real Estate Contract and contingent upon compliance with the terms and conditions of said contract and any default, cancellation or termination of said contract shall at the same time cancel rescind this

easement agreement and releast First Parties from all liability thereon.

6. This agreement and easement shall bind and benefit the heirs, administrators and assigns of the respective parties hereto.

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

Delbert Hinnen

Delbert Hinnen

Myrtle W. Hinnen

Myrtle W. Hinnen
FIRST PARTIES

Martin Tomlin

Martin Tomlin

Marie Tomlin

Marie Tomlin
SECOND PARTIES

Signed in the presence of:

Arvid Butler

STATE OF UTAH,)
) SS.
COUNTY OF SALT LAKE,)

On this 27th day of June, 1955, personally appeared before me Delbert Hinnen and Myrtle Hinnen, his wife, and Martin Tomlin and Marie Tomlin, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arvid Butler
Notary Public, Salt Lake City, Utah

My commission expires: _____