

4237

EASEMENT

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

~~XXXXXXXXXXXX~~ Donna Z. Evans (Widow)  
(Name)

of Lehi, Utah, Grantor,  
(Address)

does hereby grant, bargain, sell, convey and release unto the  
Lehi Irrigation Company of Lehi, 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: 2 rods on East side of the following described property adjacent to the Lehi Irr. Co. 2nd North Canal and one rod each side of said canal on the south side of the following described property. Com. at a pt which is S 574.2 ft & W 423.6 ft from E 1/4 cor of Sec 13, T 5 S, R 1 W, SLB&M; S 89°13' W 672 ft; S 23' E 650 ft; S 10°41' W 91.7 ft; S 89°07' W 608.9 ft; N 57' E 1709 ft; S 89°32' E 458.7 ft; N 7' W 678.8 ft; N 76°42' E 382.9 ft; S 89°34' E 415.8 ft; S 10' E 1708.7 ft to beg. Area 51.30 ac. for the purposes of: For or in connection with construction necessary to improve the Lehi Irr. Co. Canal located on the above described lands, such construction to include widening, clearing, straightening and concrete lining; for or in connection with the operation, maintenance, and inspection of such canal; and for the flowage of any waters in, over, upon or through such canal.

1. In the event construction on the above described works of improvement is not commenced within \_\_\_\_\_ 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 4th day of MARCH, 1966.

Donna Z. Evans (SEAL)  
(Signature of Grantor)

\_\_\_\_\_  
(Signature of Grantor)

STATE OF UTAH )  
                  ) ss  
COUNTY OF UTAH. )

On this 4th day of MARCH, 1966, personally appeared before me DONNA Z. EVANS, 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.

Wendy Johnson  
NOTARY PUBLIC

Residing at: LEHI, UTAH



My Commission Expires: 15 JANUARY 1970

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THELMA WEST SMITH  
 1000 N. 1000 W.  
 SALT LAKE CITY, UTAH 84119  
*Thelma West Smith*  
 E. H.

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