

ENT10030 BK 2394 FG 787
NINA B. REID UTAH COUNTY RECORDER DEF MB
1987 MAR 18 11:48 AM FEE .00
RECORDED FOR ELK RIDGE

WATER LINE EASEMENT

The undersigned, A & H INVESTMENT, a General Partnership,
consisting of WENDELL P. HANSEN and MAX A. ANDREWS
of American Fork, Utah; Grantors, for good and
valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, hereby GRANT AND CONVEY to ELK
RIDGE, a Municipal Corporation, Grantee, its successors and
assigns a right of way and easement for the construction and
continued operation, maintenance, repair, alteration, in-
spection and replacement of a culinary water line for the
Grantees, together with all hook-ups, clean-outs, measuring
devices and other incidental equipment thereon, and appar-
tenances, under, over, on and across the following described
premises.

1. Location of Water Line.

A 15.00 ft. wide utility easement 7.5 feet on each side of the
following described centerline:
Beginning at the Northeast corner of Plat "G", Salem Hills
Subdivision, said point being South 8.57 feet and West 953.64
feet from the east 1/4 Corner of Section 23, Township 9 South,
Range 2 East, Salt Lake Base and Meridian; thence running North
0° 21' 30" East parallel to a fenceline 1506.09 feet.

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.

2. 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 of the Grantors, the Grantee shall compensate the Grantors a reasonable sum for the damage to the growing 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. Restorations of Surface. The Grantee agrees to restore the surface area across the above-described premises to a condition as good as or better than now exists and agrees to so construct the water line 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, and successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed their names this 10TH day of August, 1983.

GRANTORS:

_____	<u>Wendell P. Hansen</u> WENDELL P. HANSEN, General Partner
_____	_____
_____	_____
_____	_____

GRANTEE:

ELK RIDGE CITY

By John W. Peterson
Mayor

ATTEST:

Christine D. Feltz
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the _____ day of August, 1983, personally
appeared before me, WENDELL P. HANSEN, General Partner of
A & H INVESTMENT

who being by me duly sworn, did say they are the signers of
the above instrument as the Grantors, and that they duly
acknowledged to me that they executed the same.

Scott Christensen
NOTARY PUBLIC

Residing at SPANISH FORK
My Commission Expires 1/25/86

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 10th day of August, 1983, personally
appeared before me, JOHN M. Peterson & Ernestine Folha,
Elk Ridge City Mayor, and _____,
Elk Ridge City Recorder, being first duly sworn, acknow-
ledged 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 Elk Ridge City Council,
at a duly and regularly called meeting of the Mayor and City
Council.

L. Douglas Morrison
NOTARY PUBLIC

Residing at Elk Ridge, Utah
My Commission Expires 9/29/86