

3102

EASEMENT

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

(Name) of 1055 E. Grovecreek Dr., 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 either side of the existing

Pleasant Grove Irrigation Co. Grove Creek Pipeline through the following described land. Com. N 213.17 ft & W 321.17 ft & S 75° 16' W 51.9 ft from E 1/4 cor Sec 21, T 5 S, R 2 E, SLM; S 75° 16' W 100 ft; N 9' E 124 ft; W 95.8 ft; S 147.5 ft; S 75° 16' W 127.41 ft; N 06' W 365.91 ft N 08' W 824.51 ft; n 30° 25' E 29.30 ft N 04' W 327.63 ft; See below-

for the purposes of: For or in connection with construction necessary to improve Pleasant Grove Irrigation Co. canals located on the above described lands such 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 waters in, over, upon or through such canal.

1. In the event construction on the above described works of improvement is not commenced within 30 Mo 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 5 day of Feb., 1964

Archie Nielson (SEAL) (Signature of Grantor)

Sylvia Nielson (SEAL) (Signature of Grantor)

STATE OF UTAH) COUNTY OF Utah) ss

On this 5 day of Feb., 1964, personally appeared before me Archie Nielson & Sylvia Nielson, 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.



W. Rasmussen NOTARY PUBLIC

Residing at: Pleasant Grove, Ut.

Commission Expires: Jan 10 1967

N 89° 37' E 316.07 ft; S 39' W 1464.67 ft to beg. Also Com. N 213.17 ft & W 321.17 ft from E 1/4 cor Sec 21, T 5 S, R 2 E, SLB&M; N 39' E 150 ft; E 150 ft; N 85 ft; W 150 ft; N 39' E 1216.83 ft; E 304.76 ft; S 878 ft m or l; S 15° 12' W 57.5 ft m or l; S 21' E 204 ft m or l; W 150 ft; S 200 ft; S 52° 07' W 190.05 ft to beg. Area 17.94 acres.

490

3102

HELMA VEST SQUIRTHAITE
 UTAH COUNTY
 ORDERED
Helma Vest Squirthwaite

FEB 28 10 44 AM '64

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