

176482

Entire No. _____
Recorded 1/15/74 11:55 AM Vol 94 Page 279
EASEMENT AGREEMENT
L. Olcott, Treasurer & Recorder, Sevier County,
Ken Chamberlain For No Fee

THIS AGREEMENT, made and entered into this _____ day of
November, 1973, by and between:

UTAH POWER AND LIGHT COMPANY, A Utah Corporation
with its principal offices in Salt Lake City,
Salt Lake County, State of Utah, PARTY OF THE
FIRST PART, hereinafter referred to as the
"GRANTOR",

A N D

RICHFIELD CITY CORPORATION, a municipal corpora-
tion of Sevier County, State of Utah, PARTY OF
THE SECOND PART, hereinafter referred to as the
"GRANTEE";

W I T N E S S E T H:

WHEREAS, the GRANTOR owns and has title to that real
property or real estate located in Sevier County, State of Utah,
described as follows:

Beginning 408 feet South of the North Quarter
Corner of Section 25, Township 23 South, Range
3 West, Salt Lake Meridian and running thence
West 16.40 chains; thence North 6.04 chains to
the North Line of Section 25; thence East along
the Section Line 13.47 chains to a point 2.88
chains West of the North Quarter Corner of
Section 25; thence Southeasterly 5.93 chains
to a point on the Quarter Section Line 4.77
chains South of the North Quarter Corner of
said Section 25; thence South 1.41 chains to
the place of beginning.

ALSO: Beginning 4.50 chains North and 10.00
chains West of the Southeast corner of the
Southwest quarter of Section 24, Township 23
South, Range 3 West, Salt Lake Base and
Meridian, and running thence South 4.50 chains;
thence West 6.75 chains, more or less, to the
east boundary of Main Street, thence North 1.72
chains, more or less, to the canal, thence
Northeasterly along said canal to the place of
beginning.

AND WHEREAS, the GRANTEE desires an easement for the
construction, repair, improvement and maintenance of a sewer

DOC # 00176482

Agreement and Easement B: 94 P: 279
01/15/1974 11:55:00 AM
Robert L. Olcott, Sevier County Recorder

AND WHEREAS, the GRANTEE desires an easement for the construction, repair, improvement and maintenance of a sewer interceptor line and for the conduction of sewage collected and to be conveyed over and across the real property hereinabove described;

NOW THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid by the GRANTEE to the GRANTOR and other good, valuable, and adequate considerations, the receipt and sufficiency of all of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

The GRANTOR hereby grants, conveys, sets over and assigns to the GRANTEE a perpetual easement and right of way for the construction, repair, improvement and maintenance of said sewer interceptor line, for conducting and conveying sewage within said line and the right to flow, and have flow, the sewage affluent from whatever source and also to have the right of ingress and egress over and across the real property hereinabove described for the purpose not only of constructing but of maintaining, improving and repairing said premises and also for the construction and maintenance thereon of all necessary sewer and sewage collection facilities necessary and appurtenant to the maintenance, management and control of said sewer system;

The Easement and right of way hereby granted covers a strip of land ten (10) feet in width over and under the lands of the GRANTOR together with such easements as are necessary to go upon and maintain the sewer collection line, together with a temporary adjoining fifteen (15) foot wide easement, which sewer easements are specifically described as follows:

DOC # 00176482⁻²⁻

Agreement and Easement B: 94 P: 280
01/15/1974 11:55:00 AM
Robert L. Olcott, Sevier County Recorder



280

Commencing at a point 66 feet North and 660 feet West of the South Quarter Corner of Section 24, Township 23 South, Range 3 West, Salt Lake Meridian and running thence North 65°17' West 117 feet; thence South 72°26' West 356 feet, more or less, to the East Boundary of Main Street, Richfield City Survey.

The foregoing courses being the center line of said easement and said permanent Easement being granted five (5) feet on either side of said center line for a total width of ten (10) feet and said temporary easement being granted for seven and one-half (7-1/2) feet on either side of said center-line for a total width of fifteen (15) feet;

The GRANTORS expressly grant to the GRANTEE a perpetual easement and right of way to the use of the sewer installations made provided that the use by the GRANTEE will not do any undue damage to the fee estate of the GRANTOR and provided that the GRANTEE will submerge said sewer line to a reasonable depth, will cover the same properly and appropriately and compact the same to a density equal to the surrounding area and will grade the surface thereof and the GRANTEE agrees not to commit any damage or waste upon the property of the GRANTOR and shall pay and indemnify the GRANTOR for any damage which may arise to the property, premises, or rights of the GRANTOR by reason of any negligent or wilful act of the GRANTEE; it being provided, however, that the consideration of this Easement shall be the full compensation for the taking of the land under or covered by the Easement hereinabove provided, and such indemnity or agreement to pay for waste or damage shall apply to only any waste or damage which may be committed on the property or premises other than that covered by this Easement.

DOC # 00176482

Agreement and Easement B: 94 P: 281
01/15/1974 11:55:00 AM
Robert L. Olcott Sevier County Recorder

-3-

281

Notwithstanding anything to the contrary herein,
GRANTEE further agrees:

1. The GRANTEE agrees that it will not fence in or in any way obstruct the property covered by this Agreement and over and through which this right-of-way is granted; and the GRANTEE further agrees that the GRANTOR shall have free and unimpeded access to and use of those lands and easements as hereinabove described and the service thereof, where not inconsistent with the right-of-way hereby granted the GRANTEE.

2. The GRANTEE agrees to relocate its sewer pipeline and appurtenant facilities installed as provided herein in a new position on, over, across and through GRANTOR'S premises at the GRANTEE'S expense should the location provided for herein at any time interfere in any use for which the GRANTOR may desire the said premises.

3. It is expressly understood that it is the intent and desire of the parties hereto, to cooperate with one another wherever possible in providing their respective services to the public in the most efficient and economical manner possible. All terms and conditions herein set forth shall be construed so as to reflect this spirit and intent of the parties.

-4-

DOC # 00176482

Agreement and Easement B: 94 P: 282
01/15/1974 11:55:00 AM
Robert L. Olcott, Sevier County Recorder



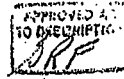
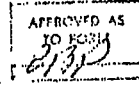
282

TO HAVE AND TO HOLD said Easement and right of way
unto the GRANTEE, its successors or assigns in perpetuity.

UTAH POWER AND LIGHT COMPANY

By [Signature]
Title: _____

GRANTOR



APPROVED: [Signature]
CHIEF ENGINEER

RICHFIELD CITY CORPORATION

By [Signature]
Mayer

GRANTEE



[Signature]
Recorder

DOC # 00176482

Agreement and Easement B: 94 P: 283
01/15/1974 11:55:09 AM
Robert L. Olcott, Sevier County Recorder



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 11th day of November, 1973, personally appeared
before me J. C. Taylor and Fred L. Mickelsen,
who being first duly sworn upon oath, did depose and say:

That they are the Vice President and Assistant Secretary
respectively, of UTAH POWER AND LIGHT COMPANY; and that the
foregoing Easement Agreement was executed by authority of a
resolution adopted by the Board of Directors of said corporation
at a meeting lawfully called and duly held, at which a quorum
was present and the said J. C. Taylor and
Fred L. Mickelsen duly acknowledged to me that said
corporation executed the same.



[Signature]
Notary Public
My Commission Expires: 12/15/73
Residing At: Salt Lake City, Utah

STATE OF UTAH)
) SS.
COUNTY OF SEVIER)

On this _____ day of November, 1973, personally appeared before me C. A. REES and SYLVA RAPPLEYE who being first duly sworn upon oath, did depose and say:

That they are the Mayor and Recorder, respectively, of Richfield City Corporation; and that the foregoing Easement Agreement was signed by authority of a resolution of the City Council of Richfield City Corporation adopted at a regular meeting thereof, duly called and lawfully held, at which proper notice was given and at which a quorum was present; and the said C. A. REES and SYLVA RAPPLEYE duly acknowledged to me that said RICHFIELD CITY CORPORATION executed the same.

Rhoda L. Palmer
Notary Public

Residing At:

My Commission Expires: Aug. 13, 1977



DOC # 00176482

Agreement and Easement B: 94 P: 284
01/15/1974 11:55:00 AM
Robert L. Olcott Sevier County Recorder



