

Entry No. 139003 Recorded at request of Ray E. Nash Fee Paid 70.75  
Date Sept 5, 1974 at 3:04 P.M. 2061 Commission Uintah County Records  
By \_\_\_\_\_ Deputy \_\_\_\_\_ 197 Page 50  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Uintah County, hereinafter called Grantor, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Ballard Water Improvement District, hereinafter called Grantee, does hereby quit-claim to the said Grantee, its successors and assigns, all right it may have to grant a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipeline over and across the following land owned or controlled by Grantor in Uintah County, State of Utah:

Section 19, Township 2 South, Range 1 East, USM.  
Sections 13, 15, 23, 24, Township 2 South, Range 1 West USM.

The easement hereby granted in said sections shall not exceed 19 feet (said 19 feet is from the outside right-of-way line of county roads, said right-of-way is further described as beginning 14 feet from the centerline of said county roads and extending 19 feet, more or less, to the outside edge of said county road right-of-way), in width, the center line of said pipeline is to be located generally 24 feet North of the road centerline on East-West streets and 24 feet East or West of the road centerline on North-South streets.

It is understood that said pipeline may not be closer than 10 feet to the shoulder of said county roads without consent of the Uintah County Commission. These consents must be received from the Uintah County Commission on each point where the pipeline comes closer than 10 feet to the shoulder of said road. Said pipeline right-of-way shall not use any of the road fill material and shall not disturb said fill in any way.

It is further understood that, in the construction and maintenance of said water pipeline, the Grantee shall at all times use such safety measures as may be necessary to give adequate warning to highway users and will further save Uintah County harmless from any and all liability which might arise from construction and maintenance of said water pipeline.

The Grantee further agrees to return said road right-of-way to a state of good repair and guarantees that no damages will result to said right-of-way by reason of the installation and maintenance of said pipeline. Grantee, its agents, or assigns shall in all respects comply with all existing laws and ordinances relative to the cutting or crossing of established roadways with pipelines.

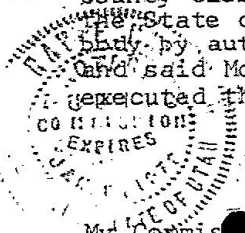
IN WITNESS WHEREOF, the Grantor has executed this conveyance this 13 day of May, 1974.

UINTAH COUNTY, UTAH

By Morris R. Cook  
\_\_\_\_\_  
Uintah County Clerk Auditor

STATE OF UTAH )  
                          ) ss.  
County of Uintah )

On the date last above set forth, personally appeared before me Morris R. Cook, who being by me duly sworn, did say that he is the County Clerk Auditor of Uintah County, a body corporate and politic of the State of Utah, and that said instrument was signed in behalf of said body by authority of a resolution of its Board of County Commissioners and said Morris R. Cook acknowledged to me that the said corporate body executed the same.



Ray E. Nash  
\_\_\_\_\_  
Notary Public  
Residing in Yernal, Utah

My Commission expires: \_\_\_\_\_