

ENTRY NO. 236965  
 RECORDED 8-4-77 AT 11 M. BOOK 191 PAGE 292-293  
 REQUEST OF Gunnison City, z  
 FEE PAID Free JACKSON WASHLAW SANPETE COUNTY RECORDER  
 BY [Signature] DEPUTY

## RIGHT-OF-WAY EASEMENT

GRANTOR'S [Signature]  
 GRANTEE'S [Signature]

Summit 15-A-4

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to LOYAL CHRISTENSEN and Mazel Christensen, his wife, of Gunnison, Utah, hereinafter referred to as GRANTOR, by GUNNISON CITY, a Municipal Corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer pipeline and appurtenant structures over and across and through the land of the GRANTOR situate in Sanpete County, State of Utah, said land being described as follows:

✓ Beginning 276 feet North Southeast corner Lot 1, Block 15, Plat "A", Gunnison Townsite, thence North 27 feet, West 198 feet, South 27 feet, East 198 feet to point of beginning.

✓ Beginning 152 feet North Southeast corner Lot 1, Block 15, Plat "A", Gunnison Townsite, thence West 80 feet, South 6 inches, West 20 feet, South 20 feet, West 98 feet, South 14 feet 4 inches, East 198 feet, North 34 feet 10 inches to beginning.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

This easement shall include ten (10) feet on each side of the described center line for permanent maintenance and fifteen (15) feet on each side for construction, the center line of which is described as follows:

Beginning on the South line of Block 15, Gunnison Townsite, at a point which is North  $89^{\circ}$  West 188.00 feet from the Southeast corner of said block and running thence North  $1^{\circ}$  East 285.00 feet.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred

to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 14<sup>th</sup> day of May, 1974.

Loyal Christensen  
Hazel Christensen

STATE OF UTAH ( ) ss.  
County of Sanpete ( )

On the 8<sup>th</sup> day of April, 1974, personally appeared before me Loyal Christensen and Hazel, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Loyal Christensen  
NOTARY PUBLIC Gunnison  
Residence: Sanpete County