

EASEMENT

STATE OF UTAH
COUNTY OF EMERY SS
FILED AND RECORDED FOR
3057993
Nov 10 2 49 PM '83
IN BOOK
PAGE
Huntington City
COUNTY RECORDER

DAVID CHRISTENSEN
JOHN PARKER, VAN PARKER

Grantors of Salt Lake City

County of Salt Lake, State of Utah, hereby CONVEY and ~~QUIT CLAIM~~ ^{permanent right of way & easement} to Huntington City, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace water pipelines, valves, valve boxes and other transmission and distribution facilities, hereinafter call "Facilities," said right of way and easement being situated in the County of Emery, State of Utah, and more particularly described, as follows, to-wit:

A construction easement 20 feet wide, 5 feet on the West side and 15 feet on the East side of the following described centerline:

BEGINNING at a point 5.0 feet East and 75.0 feet North of the Southwest corner of Lot 4 Block 44, Huntington Townsite Survey; thence South 75.0 feet more or less to the South boundary line of said Grantors' property.

A permanent maintenance easement will be 10 feet wide, 5 feet on each side of the above described centerline.

Huntington City will be responsible for any damage to above named property and building thereon as a result of any flooding or neglect in maintenance.

It is hereby acknowledged by both parties concerned that the ~~structure~~ ^{structure} building on the property is situated at a lower elevation than said construction of pipeline by Huntington City. ^{said construction shall be done in a reasonable length of time and backfilled to a like manner and in such a way to prevent sinking.}

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain and operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of said Facilities, Grantors shall have the right of use said premises except for the purpose for which this right of way and easement is granted to the said Grantee, provided such use shall not interfere with the Facilities or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct or permit to be built or construct any building or other improvement over or across said right of way nor change the contour thereof without the written consent of Grantee. This right of way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee,

WITNESS, the hands of said Grantors this 18 day of October, 1982



John Parker
Van E Parker
David R Christensen

STATE OF UTAH
COUNTY OF EMERY I ss

On the 18th day of October, 1982, personally appeared before me John Parker, Van Parker, David Christensen the signers of the above instrument, who duly acknowledged to me they executed the same.

(SEAL)

Jean Flom
NOTARY PUBLIC

My Comm. Expires June 26, 1983

Residing at Huntington, Utah