

11:00

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered inoo this 28<sup>th</sup> day of ~~September~~ <sup>November</sup>, 1973,

by and between:

WALLACE SORENSEN and ELVA SORENSEN, his wife, of Richfield, County of Sevier, State of Utah, PARTY OF THE FIRST PART, hereinafter referred to as the "GRANTORS",

A N D

RICHFIELD CITY CORPORATION, a municipal corporation 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 GRANTORS own and have title to that real property or real estate located in Sevier County, State of Utah, described as follows:

The South Half of the Southwest Quarter of the Southeast Quarter of Section 24, Township 23 South, Range 3 West, Salt Lake Meridian.

Beginning 4.77 chains South of the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 25, Township 23 South, Range 3 West, Salt Lake Meridian and running thence North 4.77 chains; thence West 2.88 chains; thence Southeasterly 5.93 chains to beginning.

All of Lots 1, 2, 3, 4, Block 41, Plat "D", Richfield City Survey.

**DOC # 00176481**

Agreement and Easement B: 94 P: 276  
01/15/1974 11:50:00 AM  
Robert L. Olcott Sevier County Recorder

**176481**

Entry No.

Recorded 1/15/74 At 11:50 Book 94 Page 276

Robert L. Olcott, Treasurer & Recorder, Sevier County  
Request of Ken Chamberlain Fee No Fee

AND WHEREAS, the GRANTEE desires an easement for the construction, repair, improvement and maintenance of a sewer interceptor line and for the conducting 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 GRANTORS and other good, valuable, and adequate considerations, the receipt and sufficiency of all of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

The GRANTORS hereby give, grant, convey, set over and assign 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 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

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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 above the lands of the GRANTORS together with such easements as are necessary to go upon and maintain the sewer collection line which sewer easements are specifically described as follows:

<sup>S.O. W.H.A.</sup>  
Beginning at a point which is located ~~10.0~~ feet South of the North Quarter Corner of Section 25, Township 23 South, Range 3 West, Salt Lake Meridian and running thence West 190.08 feet to the East property line of Utah Power and Light Company property.

<sup>S.O. W.H.A.</sup>  
Beginning ~~10.0~~ feet South of the Northeast Corner of Block 41, Plat "D", Richfield City Survey and running thence West 361.70 feet to the Quarter Section Line.

<sup>S.O. W.H.A.</sup>  
Beginning at a point which is located ~~10.0~~ feet North and 361.70 feet East of the South Quarter Corner of Section 24, Township 23 South, Range 3 West, Salt Lake Base and Meridian and running thence East 958.30 feet.

The foregoing courses being the center line of said easements and said Easements being granted five (5) feet on either side of said center line for a total width of ten (10) 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 GRANTORS and provided that the GRANTEE will submerge said sewer line to a depth of not less than EIGHT (8) feet, 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 GRANTORS and shall pay and indemnify the GRANTORS for any damage which may arise to the property, premises, or rights of the GRANTORS 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.\*

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

\* It is agreed by the parties hereto that all manholes located on said easement shall be 12" below the natural grade so as not to interfere with farming operations.

Wallace H. Sorensen  
Wallace Sorensen

Elva C. Sorensen  
Elva Sorensen

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RICHFIELD CITY CORPORATION

By *C. A. Rees*  
Mayor

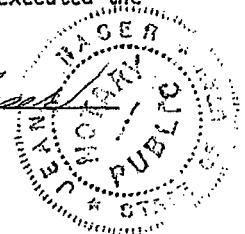
ATTEST:

*Sylva Rappleye*  
Recorder

STATE OF UTAH        )  
                          : SS.  
COUNTY OF SEVIER    )

On this 28<sup>th</sup> day of <sup>November</sup> ~~September~~, 1973, personally appeared before me WALLACE SORENSEN and ELVA SORENSEN, his wife, two of the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

*Janae Gustafson*  
Notary Public



Residing At: Richfield, Utah

My Commission Expires: November 29, 1975

STATE OF UTAH        )  
                          : SS.  
COUNTY OF SEVIER    )

On this 6 day of <sup>November</sup> ~~September~~, 1973, personally appeared before me C. A. REES and SYLVA RAPPLEYE who being first duly sworn upon their oath, depose and say:

That they are the Mayor and Recorder, respectively, of Richfield City Corporation; that the within and 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 each duly acknowledged to me that RICHFIELD CITY CORPORATION executed the same.

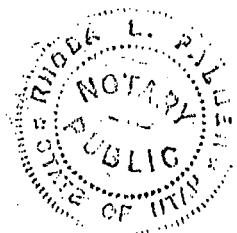
*Rhoda L. Palmer*  
Notary Public

Residing At: Richfield, Utah

My Commission Expires: August 13, 1977

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