

176483

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EASEMENT AGREEMENT

Robert L. Olcott, Treasurer & Recorder, Sevier County  
Witnessed at Ken Chamberlain Fee No Fee

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of November, 1973,

by and between:

O. WOODROW PARSONS and ARLA PARSONS, 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:

Beginning 487.08 feet west of S 1/4 Cor. of Sec. 24, T. 23 S., R. 3 W., S1B & M, thence north 22°17' west 330 feet to canal SW'LY along canal to point 297 feet north and 660 feet west from south 1/4 cor. south 297 feet east 172.92 feet to beginning. Area .77 acres.

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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 the right to flow, and to 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;

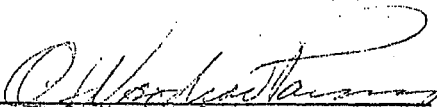
The Easement and right of way hereby granted covers a strip of land ten (10) feet in width over and above the lands of the GRANTORS together with such easements as are necessary to go upon and maintain the sewer collection line together with a temporary adjoining fifteen (15) foot wide easement, which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

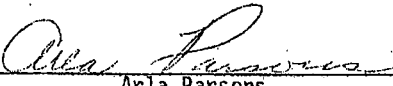
Commencing at a point on the Quarter Section Line 516 feet West of the South Quarter Corner of Section 24, Township 23 South, Range 3 West, Salt Lake Base and Meridian and running thence North 65°17' West 159 feet to the property line

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 centerline 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 GRANTORS and provided that the GRANTEE will submerge said sewer line to a depth of not less than \_\_\_\_\_ (\_\_\_\_\_) 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.

  
O. Woodrow Parsons

  
Arla Parsons

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RICHFIELD CITY CORPORATION

By C. A. Rees  
Mayor

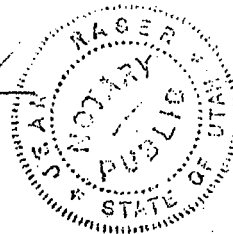
ATTEST:

Sylva Rappleye  
Recorder

STATE OF UTAH )  
                  ) SS.  
COUNTY OF SEVIER )

On this 6<sup>th</sup> day of November, 1973, personally appeared before me  
O. WOODROW PARSONS and ARLA PARSONS, his wife, the signers of the within and  
foregoing instrument, who duly acknowledged to me that they executed the  
same.

Jean Woodrow  
Notary Public



Residing At: Richfield, Utah

My Commission Expires: November 29, 1975

STATE OF UTAH )  
                  ) SS.  
COUNTY OF SEVIER )

On this 6<sup>th</sup> day of November, 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 Cor-  
poration; 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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