

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged.

William R. Smith and Betty Jean Smith, his wife,
of Glenwood Utah, Grantor,

do hereby grant unto Glenwood Irrigation Company, of Glenwood, Utah, Grantee, its successors and assigns, a construction easement twenty-five (25) linear feet on each side of the designed centerline of the Glenwood Irrigation pressure water pipe, said construction easement to revert to a perpetual easement ten (10) linear feet on each side of the designed centerline of the said pipe upon completion of construction, over and upon the following described land situated in the County of Sevier, State of Utah, to-wit:

WILLIAM R & BETTY J SMITH E-583-2
BOX 535
GLENWOOD, UTAH 84730

ALL LOT 4, T14N 17, FLAT A, GLENWOOD
TOWN SURVEY. AREA 1.05 ACRES.

Entry No. 183169

Recorded 2-24-1976 at 12:00 Book 108 Page 331

Bessie N. Curtis, Recorder, Sevier County
Request of K. L. McEiff Fee \$2.00

for the purpose of construction, installation, operation, maintenance, and inspection of a pressure water pipe and appurtenant structures to be located on the above described land; and for the flowage of any waters in or through such pipe.

1. Installation of the above structures to be made by virtue of and pursuant to an agreement by and between the State of Utah acting through the Board of Water Resources and the Glenwood Irrigation Company.
2. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor.
3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner, and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
4. The Grantee is responsible for operating and maintaining the above described works of improvement.
5. The excavation, installation, and construction contemplated hereby is to be carried forward in a manner to insure minimum impact to buildings which are within or without the easement area.

TO HAVE AND TO HOLD, the aforesaid easement in, over, and upon the above described land of the Grantor, with all the rights, privileges, and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 8th day of September, 19 75.

William R. Smith
(Signature of Grantor)

Mrs. Betty Jean Smith
(Signature of Grantor)

STATE OF Utah)
COUNTY OF Sevier) ss.

On this 8th day of September, 19 75, personally appeared before me

William R. Smith and Betty Jean Smith
who being duly sworn did acknowledge to me that (~~he~~ ~~she~~, they) voluntarily signed the above instrument, and for the above uses and purposes therein mentioned.

Ernest S. Jensen
NOTARY PUBLIC

Residing at: Glenwood Utah

My commission expires: 10/5/75

DOC # 00183169

Easements (Water) B: 108 P: 331
02/24/1976 12:00:00 PM
Bessie N. Curtis Sevier County Recorder

331

