

CONVEYANCE OF EASEMENT

Laurel LeRoy Holman and Louise S. Holman, his wife, of Panguitch, Garfield County, Utah, Grantor(s), for one dollar and other valuable consideration, receipt of which is hereby acknowledged, (do, does) hereby grant and warrant to Panguitch City, a municipal corporation of the State of Utah, Grantee, and its successors and assigns, a perpetual easement and right-of-way 10 feet in width, to the use of the Grantor's land, for the construction, operation, and maintenance of a water distribution system and appurtenant works, upon, across, and over the lands hereafter described, together with the right to excavate and fill trenches for the location of said distribution system, and the further right to remove trees, bushes, and undergrowth, and the obstructions interfering with the location, construction, and maintenance of said distribution system, and all rights of any kind to the said land, distribution system and appurtenant works constructed thereon by Panguitch City, by virtue of and pursuant to an agreement by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, and Panguitch City, for the construction of a water conservation project. The above referred-to land is situated in Garfield County, Utah, and is particularly described as follows, to-wit:

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Beginning at SW Corner of Lot 3, Blk. 33, Plat B., Panguitch Town Survey and running thence North 135 feet., East 231 feet., South 135 feet, West 231 feet to beginning.

The easement is designed to run along the East End of the above-described property, and there is hereto annexed and incorporated by reference in this agreement a location map showing generally the course said easement is to take. The centerline of the easement shall be, as nearly as practicable, located in that position, and, once established, cannot be relocated or realigned without the express written prior approval of the GRANTORS.

The easement is for the following purposes:

1. The construction, operation, maintenance, and inspection of a water distribution pipeline and appurtenant structures to be located on the above-described land, and for the flowage of waters in or through such pipeline.
2. The width of the easement during construction shall be 45 feet and following construction shall be 10 feet in width.
3. The easement includes a reasonable right of ingress and egress at any time over and upon the above-described lands of the GRANTORS, and any immediately adjacent land, provided that such access, ingress and egress shall at all times be reasonable, necessary, and not in excess of that required for maintenance of the pipeline, once installed and constructed.
4. There are reserved to the GRANTORS full rights to use of the above-described land of the GRANTORS 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 privileges and rights herein granted.
5. The GRANTEE is responsible for operating and maintaining the above-described works of improvement.
6. The excavation, installation, and construction contemplated hereby is to be carried out in such a manner to insure minimum disturbance to the land adjacent to the easement, any buildings and improvements, and any other property of the GRANTORS, and extraordinary damage shall be compensated by the GRANTEE, either in the construction or installation initially, or subsequent maintenance of the easement, all of which responsibilities, including operation and maintenance, shall be the responsibility of the GRANTEE.

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument, the 22nd day of October, 1982.

Laurel LeRoy Holman and Louise S. Holman (Signatures) GRANTORS

STATE OF )
COUNTY OF )

On the 22nd day of October, 1982, personally appeared before me Laurel L. Holman and Louise S. Holman, the signers of the within instrument, who duly acknowledged to me that he executed the same.

Barbara O. Heaton, Notary Public

Residing At Panguitch, Utah

My Commission Expires: Jan 9, 1985

ENTRY NO. 189087 RECORDED 10-22, 1982 AT 9:01 A.M. AT REQUEST OF Panguitch City FEE -0- Mervin D. Hatcher

RECORDER GARFIELD COUNTY, UTAH DEPUTY