

SUMSION & PARK

ATTORNEYS AT LAW
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PROVO, UTAH 84601
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SEWER EASEMENT

The undersigned, RICKEY L. DUGBALE and GAYLIENF S. DUGBALE, husband and wife, Grantors, of 510 Goosenest Drive, Payson, Utah County, Utah, for the sum of TEN DOLLARS and other good and valuable consideration the receipt of which is hereby acknowledged, hereby grants to ROSS J. SPENCER and DORA MAY SPENCER, his wife, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, of Payson, Utah County, Utah, a right-of-way and easement for the construction of an underground sewer line to convey sewer through the same, together with the right and responsibility to install, repair, maintain, alter, replace and remove when necessary, over, across, and through the property of the undersigned located in Payson, Utah County, Utah, and more particularly described as follows, to-wit:

Beginning at a point which is North 688.74 feet and West 1384.20 feet (based on Utah State Coordinate System Bearings) from the East Quarter Corner of Section 16, Township 9 South, Range 2 East, Salt Lake Base and Meridian; Thence South 17° 38' 29" East along the fence line on the Western line of Goosenest Drive 10 feet; thence North 89° 06' West 198.09 feet; thence North 17° 38' 29" West 10 feet; thence South 89° 06' 00" East along the fence line 198.09 feet to the point of beginning.

Grantors further grant to Grantees:

(a) The right to grade this strip of land for the full width thereof and to extend the cuts and fields for such grading into and on the land along and outside of the strip to such extent as Grantee may find reasonably necessary for the construction of the said sewer line;

(b) The right of ingress to and egress over the above described property for the excavation, construction, maintenance and repair of said sewer line;

(c) The right to mark the location of the underground sewer line so as not to interfere with any reasonable use, Grantor shall make of the right-of-way strip.

Grantees hereby covenant and agree:

(a) Grantees shall not fence the strip;

(b) Grantees shall promptly backfill any trench made by it on the strip and repair any damage it shall do to Grantors' property;

(c) Shall indemnify the Grantors against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantees agents or employees in the course of their employment.

Grantors reserve the right to use the strip for purposes which will not interfere with Grantees full enjoyment of the rights hereby granted; provided that Grantors shall not erect or construct any structure, or do anything in any manner which would diminish or substantially add to the difficulty of the maintenance of the said sewer line.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of that property owned by the Grantees which is immediately to the West of the property owned by the Grantors and shall be for the use and benefit of the Grantees heirs and assigns and successors in interest.

Rickey E. Dugale
RICKEY E. DUGALE

Gayliene S. Dugale
GAYLIENE S. DUGALE

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 1978, personally appeared before me, a Notary Public in and for the State of Utah, RICKEY L. DUGALE and GAYLIENE S. DUGALE, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Mal Hunter
Notary Public



Sulene Walsh
Residing at _____
My Commission Expires Sept 7-1979

*499 So 1st E.
Payson*

1978 JUN -7 PM 3:55
MIA S. REID
COUNTY RECORDER
FEE \$5.00
NO. _____
S. _____
T. _____
R. _____

RECORDED AT THE REQUEST OF
499 So 1st E. Payson

22155

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