

EASEMENT

STATE OF UTAH
COUNTY OF EMERY, SS
FILED AND RECORDED FOR
305798
Nov 10 2 52 PM '83
IN BOOK 141
PAGE 786
COUNTY RECORDER

Ronald and Suzanne Gibb Grantors of Huntington

County of Emery, State of Utah, hereby CONVEY and QUIT CLAIM to Huntington City, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace water pipelines, valves, valve boxes and other transmission and distribution facilities, hereinafter call "Facilities," said right of way and easement being situated in the County of Emery, State of Utah, and more particularly described, as follows, to-wit:

A construction easement 20 feet wide, 5 feet on the West side and 15 feet on the East side of the following described centerline:

BEGINNING at a point 5 feet East of the Northwest corner of Lot 1 Block 44, Huntington Townsite Survey; thence South 272.25 feet more or less to the South boundary line of said Grantor's property.

ALSO

A construction easement 20 feet wide, 5 feet on the North side and 15 feet on the South side of the following described centerline:

BEGINNING at a point 140.0 feet South of the Northwest corner of Lot 1 Block 44, Huntington Townsite Survey; thence East 16.0 feet more or less to the East boundary line of said Grantor's property.

The permanent maintenance easement will be 10 feet wide, 5 feet on each side of the above described centerlines.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain and operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of said Facilities, Grantors shall have the right of use said premises except for the purpose for which this right of way and easement is granted to the said Grantee, provided such use shall not interfere with the Facilities or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct or permit to be built or construct any building or other improvement over or across said right of way nor change the contour thereof without the written consent of Grantee. This right of way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee,

WITNESS, the hands of said Grantors this 11 day of May, 1982



Ronald Gibb
Suzanne Gibb

STATE OF UTAH, I
COUNTY OF EMERY I ss

On the 11th day of May, 1982, personally appeared before me Ronald Gibb & Suzanne Gibb the signers of the above instrument, who duly acknowledged to me they executed the same.

(SEAL)

[Signature]
NOTARY PUBLIC

My Comm. Expires: May 27 1982

Residing at Sic Utah