

1/1/1988
MARIE G. KORTH
BOX ELDER COUNTY RECORDER

DEP 115 FEE 0

1988 JAN -7 PM 3:13
14827 ✓ GRANT OF EASEMENT

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WHEREAS, ELWOOD TOWN, a Municipal Corporation, hereinafter referred to as "GRANTEE" is desirous of obtaining an easement over and along a portion of said property as particularly described herein; and

WHEREAS, MARY ELIZABETH ELLIS ANDERSON and LOUIS S. ANDERSON of Honeyville, Box Elder County, State of Utah, hereinafter referred to as "GRANTOR" is the owner of and entitled to the possession of the hereinafter described real property situated in Honeyville City, Box Elder County, State of Utah; and

WHEREAS, Grantor is willing to grant and convey to said Grantee an easement for the installation of a municipal waterline.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, said Grantor hereby conveys and grants to the Grantee the right of way for the purposes of laying, constructing, operating, inspecting, maintaining and repairing a pipeline for the transportation of water on, in and over and through the following described land in Box Elder County, Utah. Such land is referred to as the "PREMISES" and such right of way is referred to as "EASEMENT":

05 033 0001 05 158 0001 PARCEL 1: A permanent 25 foot utility and right of way easement lying in the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28, Township 11 North, Range 2 West of the Salt Lake Base and Meridian described as follows: Beginning at the Northwest Corner of said Section 28 and running thence East 1237.77 feet along the North line of said Section 28; thence South 68°30' East 1459.80 feet to the West line of Elwood City Property; thence South 26.87 feet along said West line; thence North 68°30' West, 1464.90 feet; thence West 2083.02 feet; thence North 25.00 feet; thence East 850.00 feet to the point of beginning. Together with a Temporary 50 foot Construction Easement described as follows: Beginning at the Northwest Corner of Section 28, Township 11 North, Range 2 West

of the Salt Lake Base and Meridian and running thence East 1237.77 feet along the North line of said Section 28; thence South 68°30' East, 1459.80 feet to the West line of Elwood City Property; thence South 53.74 feet along said West line; thence North 68°30' West, 1470.00 feet; thence West 2078.27 feet; thence North 50.00 feet; thence East 850.00 feet to the point of beginning.

05 158 0003 0004
PARCEL 2: A permanent 25 foot utility and right of way easement lying in the Northeast Quarter of Section 29, Township 11 North, Range 2 West of the Salt Lake Base and Meridian described as follows: Beginning at a point which lies West 1237.85 feet along the North line of said Section 29, said point of beginning lying on the West line of State Highway 69 and running thence South 24°00' East, 27.37 feet along said West line; thence West 590.33 feet to the East line of O.S.L.R.R. right of way; thence North 5°02' West, 25.10 feet along said East line; thence East 581.40 feet along said North line of Section 29 to the point of beginning. Together with a Temporary 50 foot Construction Easement described as follows: Beginning at a point which lies West 1237.85 feet along the North line of Section 29, Township 11 North, Range 2 West of the Salt Lake Base and Meridian, said point of beginning lying on the West line of State Highway 69 and running thence South 24°00' East 54.73 feet along said West line; thence West 599.26 feet to the East line of the O.S.L.R.R. right of way; thence North 5°02' West along said East line, 50.19 feet; thence East 581.40 feet along the said North line of Section 29 to the point of beginning.

05 034 0001
PARCEL 3: A permanent 25 foot utility and right of way easement lying in the Northwest Quarter of Section 29, Township 11 North, Range 2 West of the Salt Lake Base and Meridian described as follows: Beginning at the Northwest Corner of said Section 29, and running thence South 25.00 feet; thence East 25.00 feet; thence North 25.00 feet to the North line of said Section 29; thence West 25.00 feet along said North line to the point of beginning. Together with a temporary 50 foot construction easement described as follows: Beginning at the Northwest corner of Section 29, Township 11 North, Range 2 West of the Salt Lake Base and Meridian and running thence South 50.00 feet; thence East 50.00 feet; thence North 50.00 feet to the North line of said section 29; thence West 50.00 feet along said north line of the point of beginning.

Grantor shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easement, but Grantor, her heirs, assigns, successors, administrators, and representatives

shall not erect any permanent building or structure on the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee, by accepting this grant agrees to be bound by the following conditions:

1. That Grantee and its contractors agree to replace or repair with materials of like kind and equal quality any existing fences, ditches, pipelines, driveways, roadways, including the appurtenances thereto or any other improvements, damaged or destroyed in the construction of said pipeline. Grantee shall further maintain adequate fences during construction.

2. The Grantee and its contractors will restore the surface of any of Grantor's lands damaged by the construction of the easement as near as can be to its original condition within the easement area. If necessary to restore the land to its original condition, the Grantee shall haul in top soil and reseed the ground. Grantee further agrees that six months after completion Grantee shall return to the ground and fill in any areas which have settled since completion of the project.

3. The Grantee and its contractors agree that the amount of payment provided for in this easement covers only damage in the temporary and permanent construction easement areas. If property of the Grantor is damaged outside of the temporary and permanent construction areas, the Grantee shall be entitled to be reimbursed for all costs and damages incurred. Additionally, if after completion of the original contract, the Grantee is required to come on to the Grantor's property to do additional construction repair or maintenance, the Grantee shall reimburse Grantor for any damages then caused to Grantor's property or crops.

4. The Grantee shall hold and save harmless the Grantor from any liability for acts or neglect of the Grantee in constructing and maintaining said waterline or appurtenances thereto during the period of this easement. Further, during the construction Grantee shall hold harmless Grantor from any and all liability to third parties who may incur damage or injury on the premises and Grantee shall reimburse Grantor for any damage incurred to Grantor's livestock or crops in said area.

5. The Grantee and its contractors agree that they will not interfere with ditches or water rights of the Grantor or others claiming water rights therein and further, that the Grantee will save and hold the Grantor harmless from any liability to any other individuals, persons, or entities who may have easements over Grantor's lands which might be effected by the grant of this easement to Grantee.

6. The Grantee agrees that the temporary construction easement granted hereby shall terminate upon completion of the original construction and in any event the temporary construction easement shall terminate one year from the date of this easement.

7. The Grantee agrees that should any leaks or other problems develop with the waterline, that repairs will be commenced 24 hours from notification by Grantor or its agents and Grantee shall reimburse to Grantor all costs and damages incurred by Grantor to its lands and properties.

8. Should either Grantor or Grantee default in any terms, covenants or conditions of this easement, the defaulting party agrees to pay all costs and expenses of enforcing the same including a reasonable attorney fee.

9. The Grantee agrees that the waterline shall be placed not more than seven feet from the north boundary of Grantor's property. This provision is made to insure that if in the future the Grantor develops the property, that the

waterline will be outside the traveled portion of any potential roadway which may be constructed upon the section line.

10. The Grantee shall lay the depth of the waterline at a depth which would be sufficient to prevent any damage to the waterline from heavy equipment used for construction and from large gravel trucks which may haul gravel along or parallel to the easement area.

11. The Grantee understands and agrees that the only rights of ingress and egress to the premises are along the easement area. If Grantee or its contractor desires other access, they must reach acceptable agreement with Grantor.

12. Grantee understands that this agreement and all rights granted hereunder, including the permanent easement, shall at option of Grantor, terminate upon the failure by Grantee to remedy any default in the performance of any term or condition of this instrument within 90 days after service of written notice of such breach upon the Grantee.

13. Grantee understands that Grantor, her heirs, assigns, or successors may in the future seek to appropriate water in the same general region. Grantee agrees they will not protest any water applications filed by Grantor, her successors or assigns or any property now owned by Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 21 day of May, 1987.

Mary Elizabeth Ellis Anderson
MARY ELIZABETH ELLIS ANDERSON

Residing at Honeyville, Utah

Louis S. Anderson
LOUIS S. ANDERSON
Residing at Honeyville, Utah

STATE OF UTAH)
:ss
COUNTY OF BOX ELDER)

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On the 21 day of May, 1987 personally
appeared before me Mary Elizabeth Ellis Anderson and Louis
S. Anderson, the signers of the within instrument who duly
acknowledged to me that she executed the same.

Norman A. Hansen
Notary Public

Residing at:

Torreyville, Utah.

My Commission Expires
MY COMMISSION EXPIRES
MAY 23, 1999