

05-158-0001, 0026
05-033-0022
NONEXCLUSIVE GRANT OF EASEMENT

Ent 266766 Bk 1059 Pg 866
Date 1-Aug-2008 12:13PM Fee \$0.00
LuAnn Adams - Filed By nm
Box Elder Co. UT
For DEWEYVILLE

WHEREAS, Deweyville Town, a municipal corporation, hereinafter referred to as "Grantee" is desirous of obtaining 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 "Grantors," the owners of and entitled to possession of said hereinafter described real property situation within Honeyville City, Box Elder County, State of Utah; and

WHEREAS, Grantors are willing to grant and convey to said Grantee a nonexclusive easement for ingress and egress to Grantees' culinary water springs and storage tanks.

NOW, THEREFORE, in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the said Grantors hereby convey and grant to Grantee a nonexclusive right-of-way over an existing graveled roadway for the purposes of ingress and egress in, over, and through the following described property in Box Elder County, State of Utah.

Said easement's legal description is attached as Exhibit A.

Grantors, shall, subject to Grantee's nonexclusive rights as herein granted, have the right to fully enjoy and use the premises burdened by said easement, but Grantors, their heirs, assigns, successors, administrators, and representatives shall not erect any permanent buildings or structures on the roadway comprising the easement without Grantee's consent in writing first-had and obtained.

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

1. The Grantee understands that the easement also runs in favor of Honeyville City, Elwood Town, and the Grantors may grant a nonexclusive easement or right-of-way to other

municipal corporations or other public utility entities, or to other parties as Grantor shall determine. The Grantee has no right to convey or extend its easement to Rocky Mountain Power or any other person or entity. In case of an emergency, Grantors shall allow the roadway to be opened for the benefit of Rocky Mountain Power or for repairs needed to be performed by contractors to Grantee's facilities.

2. The Grantee shall hold and save harmless the Grantors from any liability for any acts or neglect of the Grantee or any other individuals, persons, or entities who may have an easement over Grantors' land should the Grantee cause any damage to the roadway or easement or property of the Grantors.

3. The Grantors shall have the right to the use of the road and bridge without any cost to Grantors. Should the Grantee cause any damage to the roadway, it shall, at its expense, gravel and restore the roadway to the same condition or premises as when the easement was conveyed.

4. The Grantor and Grantee acknowledge that the Grantee currently has a waterline traversing through Grantors' property, and should any leaks or other problems develop with the waterline, the repairs will be commenced not later than 24 hours from notification by Grantors or their agents, and Grantee shall reimburse to Grantors all costs and damages incurred by Grantors to their land or properties as a result of the leakage or damage, and shall immediately restore all premises to the condition existing before leaks or other damages to Grantors' property.

5. The Grantors may, in the future, develop their property for residential or other development purposes. Should the Grantors find that the existing roadway does not give them the optimum method or plan to develop their property, then the Grantors have the right to replace

this easement with any other roadways or easements which Grantors may construct on Grantors' property through development. The replacement of the roadway may be by another easement or by dedication of a roadway to the public, at the sole discretion of the Grantors.

6. Upon application to the appropriate government entities, if the Grantors determine to provide an alternate method of ingress and egress to the Grantee, the Grantee agrees that it will accept the same and not contest any development plans of the Grantors.

7. 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.

8. Grantee and its contractors agree to replace or repair with materials of like kind and equal quality any existing fences, ditches, pipelines, driveway, or roadways that they cause damage to as a result of using this easement. If the road is rutted by heavy trucks or machinery traveling on the surface, the Grantee and its contractors will restore the road to its original condition at their own expense.

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

10. This particular right-of-way easement does not authorize or allow other cities, communities, private and public organizations, and individual people to use this private road. Deweyville, in like manner, has no authorization to allow others to use the City's key to the gate which prohibits public traffic along said roadway.

11. The City will be issued two keys and is denied permission to duplicate this key because the number of issued keys needs to be controlled.

12. When the City unlocks the gate, it has the added responsibility of making sure the gate is quickly relocked. The gate is not to be left open. If, for some reason the key is lost, the City will need to request and pay for a new key.

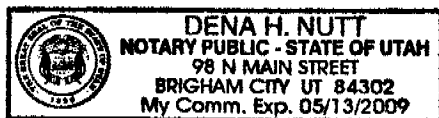
13. Grantee understands that this agreement and all rights granted hereunder, including the permanent easement shall, at option of Grantor, terminate upon the failure by Grantee to remedy any default in the performance of any term or condition of this instrument within 90 days after service of written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

IN WITNESS WHEREOF, the Grantor, Mary Elizabeth Ellis Anderson has executed this instrument this 1 day of Aug, 2008.

Mary Elizabeth Ellis Anderson
MARY ELIZABETH ELLIS ANDERSON


STATE OF UTAH)
 :SS
COUNTY OF BOX ELDER)

On the 1 day of August, 2008 personally appeared before me
MARY ELIZABETH ELLIS ANDERSON, the signer of the within instrument, who duly
acknowledged to me that she executed the same.



Dena H. Nutt
NOTARY PUBLIC
Residing at Brigham City, Utah

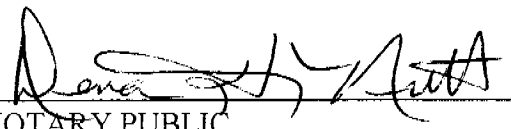
IN WITNESS WHEREOF, the Grantor, Louis S. Anderson has executed this instrument this
1 day of August, 2008.


 LOUIS S. ANDERSON

STATE OF UTAH)
 :SS
 COUNTY OF BOX ELDER)

On the 1 day of August, 2008 personally appeared before me
 LOUIS S. ANDERSON, the signer of the within instrument, who duly acknowledged to me that
 he executed the same.




 NOTARY PUBLIC
 Residing at Brigham City, Utah

THE NORTHERLY 50 FEET OF THE FOLLOWING THREE PARCELS OF LAND:

Legal Description

For 05-158-0026

All R/W

Owner: ANDERSON, MARY ELIZABETH ELLIS

Effective: 11/26/1994

BEG AT A PT 705.2 FT W ALG SEC LINE FROM NE COR OF SEC 29 T11N R2W SLM, S 2°51'E 76 FT, W 442.5 FT TO E/L OF ST HWY, N 13°15'W 76.1 FT M/L TO N/L OF SD SEC 29, E 445 FT M/L TO BEG. CONT .77 ACRES M/L

Legal Description

For 05-158-0001

Owner: ANDERSON, MARY ELIZABETH ELLIS

Effective: 6/7/2001

REMAINDER DESCRIPTION: BEG AT NE COR OF SEC 29 T11N R2W SLM, S 660 FT, W 1002.6 FT, N 4°24'W 128.2 FT ALG E SIDE OF CO RD, E 100 FT, N 13°15'W 268 FT, E 309.0 FT, N 2°51'W 265 FT TO N/L OF SD SEC 29, E ALG SD N/L 705.2 FT TO POB. LESS 05-158-029 #153545 DESC AS: PART NW/4 SEC 28 & NE/4 SEC 29 T11N R02W SLM DESC AS: BEG ON S/L PVT RD AT PT 108.20 FT N89°41'21"E ALG SEC/L & 76.00 FT S FRM NW COR SD SEC 28, S 519.23 FT, W 107.88 FT TO EXIST FENCE/L, N54°41'59"W 306.87 FT, S51°02'38"W 75.14 FT, S67°03'18"W 87.90 FT, N 422.83 FT TO S/L PVT RD FOL 2 CRSES ALG S/L SD PVT RD (1) E 389.51 FT PARALLEL/W & 76 FT DIST SLY FRM N/L SEC 29 (2) N89°41'21"E 108.20 FT PARALLEL/W & 76 FT DIST SLY FRM N/L SEC 28 TO POB. 9.21 AC M/L

Legal Description

For 05-033-0022

Owner: ANDERSON, MARY ELIZABETH ELLIS ET VIR

Effective: 11/8/2005

BEG AT NW COR OF SEC 28 T11N R02W SLM, S 40 RDS, E 44 RDS, NE 19 RDS TO A PT 56 RDS E & 26 RDS S OF NW COR OF SEC, N 26 RDS, W 56 RDS TO BEG.

ALSO BEG AT A PT 40 RDS S & 44 RDS E OF NW COR OF SEC 28 T11N R02W SLM, NE TO A PT 56 RDS E & 26 RDS S OF NW COR OF SEC, N 26 RDS, E 104 RDS, S 40 RDS, W 116 RDS TO BEG.

LESS 05-158-0029 #153545 DESC AS: PRT NW/4 SEC 28 & NE/4 SEC 29 T11N R02W SLM DESC AS: BEG ON S/L PRIVATE RD AT PT 108.20 FT N89°41'21"E ALG SEC/L & 76.00 FT S FRM NW COR SD SEC 28, S 519.23 FT, W 107.88 FT TO EXIST FENCE/L, N54°41'59"W 306.87 FT, S51°02'38"W 75.14 FT, S67°03'18"W 87.90 FT, N 422.83 FT TO S/L PRIVATE RD, FOLLOWING 2 COURSES ALG S/L SD PRIVATE RD 1) E 389.51 FT PARALLEL WITH & 76 FT DIST SLY FRM N/L SEC 29, 2) N89°41'21"E 108.20 FT PARALLEL WITH & 76 FT DIST SLY FRM N/L SEC 28 TO POB.

LESS 05-033-0016: BEG AT A PT ON A FENCE/L LOC S00°30'57"W 561.86 FT ALG THE E/L OF THE NW/4 OF SD SEC & N89°29'03"W 29.30 FT FRM THE NE COR OF THE NW/4 OF SD SEC 28, N88°33'52"E 251.37 FT ALG SD FENCE/L, S00°30'57"W 359.44 FT, N89°29'03"W 268.50 FT TO SD FENCE/L, ALG SD FENCE/L THE FOLLOWING 2 COURSES 1) N03°02'34"E 198.52 FT, 2) N03°42'45"E 152.80 FT TO THE POB.

LESS [05-033-0021]: A PT OF THE NW/4 OF SEC 28 T11N R02W SLM. BEG AT NE COR OF SD NW/4, S00°30'57"W 561.86 FT ALG E/L OF SD NW/4, N89°29'03"W 29.30 W FT TO AN EXISTING FENCE/L, N03°30'05"E 562.62 FT ALG SD FENCE/L TO POB CONT 38.461 AC M/L.