

When recorded return to:
WILLARD CITY
80 West 50 South
PO Box 593
Willard, Utah 84340-0593

02-050-0182
0655

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

KIMBALL K. HEMSLEY & LA VEE C. HEMSLEY, trustees under THE HEMSLEY-CRAIG LIVING TRUST, created by declaration and instrument dated 28 December 1982

hereinafter referred to as GRANTOR, by WILLARD CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in BOX ELDER County, State of Utah, Identified as follows:

Parcel ID

TAX ID #	Book	Page
02-050-0069	365	802
Of county records		

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the as-constructed center line of said facilities. **The perpetual easement shall be 20 feet in width, 10 feet on each side of the as-constructed center line of said facilities.** Proposed location described as follows:

Centerline Description

Commencing at the Southeast corner of Block 9, Plat B, Willard City Survey; thence North 01°22'23" East 295.88 feet along the East boundary of said Block 9 to the Northeast corner of the grantors parcel and POINT OF BEGINNING; thence North 88°11'42" West 586.67 feet along the North boundary of the grantors parcel to the Northwest corner of the grantors parcel.

Description of Easement(s)

Easement(s) shall be for pipelines, manholes, and appurtenances to be constructed as part of the Willard Wastewater Project to be constructed beginning 2007. The alignment of the pipe is shown as part of the plans for construction of the said facilities.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through

the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities. The GRANTEE as a condition to the granting of the easement will ensure that the city wide storm drain infrastructure along 200 East be made serviceable between 250 South and 200 South and that the sewer alignment running along 250 South between 200 East and 300 East will be protected from flash flooding events with appropriate precautions and maintenance.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

DATED this 1 day of JUNE, 2009.

Kimball K. Hemmley
Grantor(s)

Laverie C. Hemmley
Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on June 1, 2009 (date) by Kimball K & Laverie C. Hemmley (name(s) of person(s)) as Trustees (type of authority, e.g., officer, trustee, etc.) of The Hemmley-Craig Living Trust (name of party on behalf of whom instrument was executed)

Teri L. Fellenz
(Signature of Notarial officer)
10-23-10

(My commission expires: Date)

