

10038

WHEN RECORDED, MAIL TO:

Richfield City
75 East Center
Post Office Box 250
Richfield, Utah 84701

Parcel I.D. No. 4-293-31

Lot 3 HOME DEPOT
COMMERCIAL SUBDIVISION

DEED OF EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to RICHARD K. CHAMBERLAIN, TRUSTEE OF THE DERRAL W. POULSON IRREVOCABLE TRUST, a Utah family trust dated June 30, 1983 ("Grantor"), by RICHFIELD CITY, a municipal corporation of the State of Utah ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, a non-exclusive easement ("Easement") to construct, operate, inspect, repair, maintain, replace and remove a eight (8) inch sanitary sewer line and related facilities (collectively, the "Facilities"), over, across and through and across a strip of land twenty (20) feet wide more particularly described on Exhibit A, attached hereto and incorporated by this reference (herein the "Easement Area"). A depiction of the Easement Area is shown on Exhibit B, attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress within the Easement Area to maintain, operate, repair, inspect, protect, remove and replace the Facilities or any rights granted to Grantee hereunder.

Grantor reserves and retains the right for Grantor to use the Easement Area and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the Easement Area, provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curbs and gutters, sidewalks, pavement, landscaping or other improvements over and across said Easement Area that do not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder.

Grantee shall, at Grantee's sole cost and expense, promptly replace and repair and return to their prior condition any surface improvements disturbed during the course of the use, repair, maintenance, replacement or construction of the Facilities or in the exercise of any of Grantee's rights hereunder. Grantee shall not have the right to during the course of construction, operation, repair, replacement or maintenance of the Facilities to block ingress and egress to Grantor's property.

Grantor hereby reserves and retains the right, for good cause, to move and relocate the Easement and the Easement Area, so long as such relocation does not unreasonably interfere

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with the service provided by Grantee's Facilities or the system requirements for Grantee's Facilities. The location of the relocated Facilities must be approved by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Grantor's request, Grantee agrees to relocate the Facilities to any such relocated Easement and Easement Area, at Grantor's sole cost and expense. Grantor agrees to provide a substitute easement agreement, in the form of this instrument, to accommodate any such relocation, and this Deed of Easement shall be extinguished and terminated upon the execution and recording by Grantor of a substitute easement agreement.

Grantee shall indemnify, defend and hold Grantor harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to property, and including without limitation attorneys' fees and court costs, which may arise out of or in connection with or by reason of the use of the Easement Area by Grantee, its agents or employees.

If Grantor or Grantee shall bring any action for any relief against the other arising out of this Deed of Easement, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees and costs of collection, which shall be paid whether or not such action is prosecuted to judgment. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused this Deed of Easement to be executed on this 17 day of June, 2007.

GRANTOR:

GRANTOR:



RICHARD K. CHAMBERLAIN, TRUSTEE
OF THE DERRAL W. POULSON
IRREVOCABLE TRUST, a Utah family trust
dated June 30, 1983

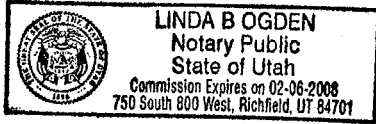
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STATE OF UTAH)
 : ss.
COUNTY OF SEVIER)

The foregoing instrument was acknowledged before me this 17th day of JANUARY, 2007, by Richard K. Chamberlain, the Trustee of the Derral W. Poulson Irrevocable Trust, a Utah family trust dated June 30, 1983.



Linda B Ogden
NOTARY PUBLIC
Residing at: Richfield, UT 84701

My Commission Expires:

2-6-08

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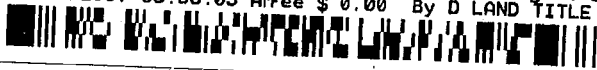
**EXHIBIT A
TO
DEED OF EASEMENT**

Legal Description of Easement Area

[See Attached.]

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SEWER LINE EASEMENT
EXHIBIT A

SANITARY SEWER EASEMENT
LOT 3 HOME DEPOT COMMERCIAL SUBDIVISION

A 20.00 foot wide easement over, across and through parcel of land located in the Northwest Quarter of Section 2, Township 24 South, Range 3 West, Salt Lake Base and Meridian, Sevier County, Utah, more particularly described as follows:

BEGINNING at which is 1325.75 feet South 89°49'06" West along the section line and 495.77 feet South 00°10'54" East from the Sevier County Survey monument found marking the North Quarter corner of said Section 2 (the basis of bearings is South 89°49'06" West 2676.93 feet measured between the North Quarter corner and the Northwest corner of said Section 2 as per the Section Corner Survey for Sevier County filed as No. B-602 in the Office of Sevier County), and running thence East 655.83 feet; thence South 39°57'07" East 26.09 feet; thence West 672.59 feet; thence North 20.00 feet to the POINT OF BEGINNING.

Contains 0.30 acres.

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**EXHIBIT B
TO
DEED OF EASEMENT**

Depiction of Easement Area

[See Attached.]

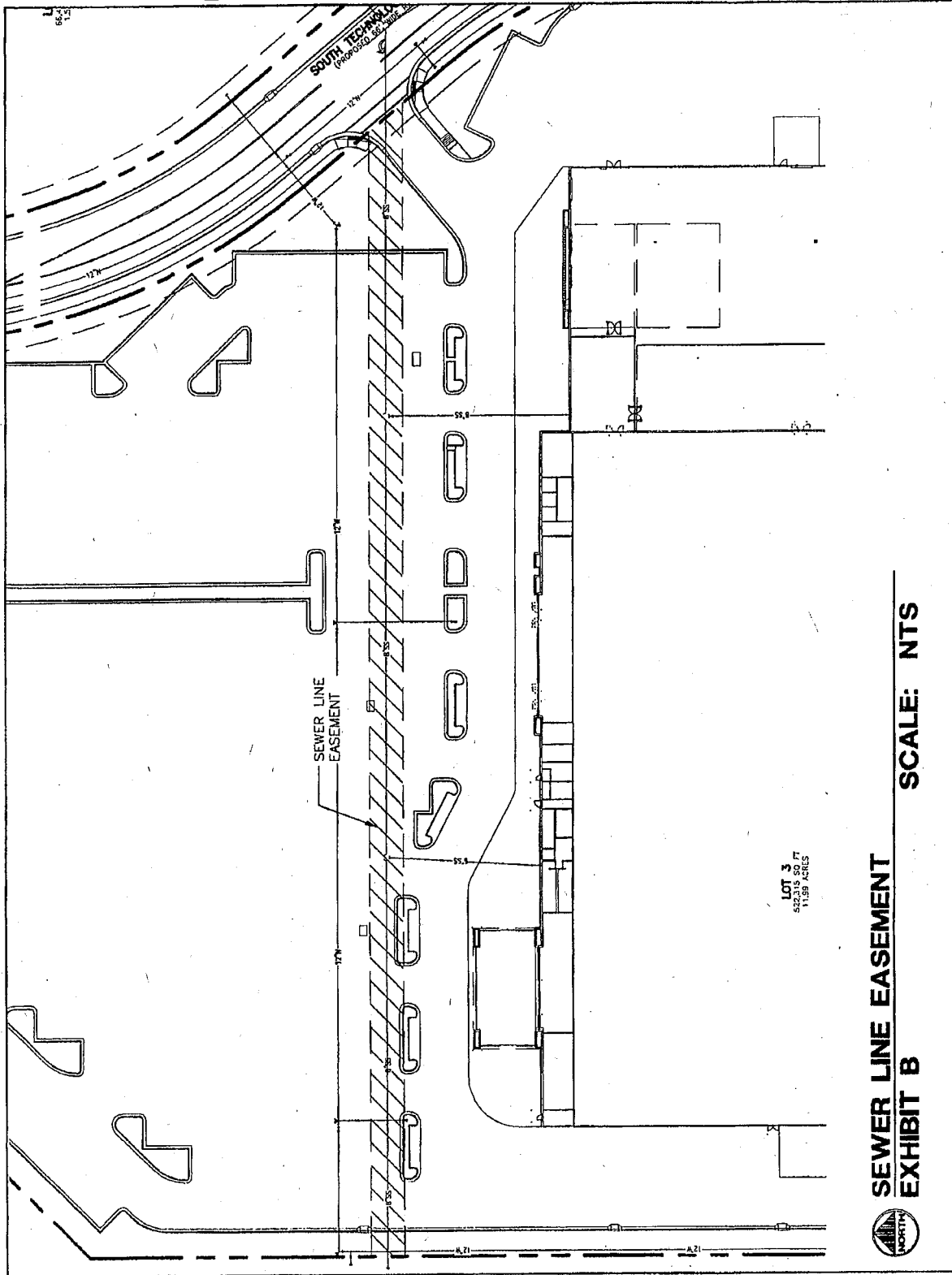
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SEWER LINE EASEMENT
EXHIBIT B

SCALE: NTS

