

075616 ✓ Bk 0593 Pg 0233
LuAnn Adams, Box Elder County Recorder
04/05/1995 2:50pm FEE: .00 Dep: PJ
Rec'd For: JACK H MOLGARD

GRANT OF EASEMENT

WHEREAS, HONEYVILLE CITY 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 an 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 the Box Elder County, State of Utah. Such land is referred to as the "PREMISES" and such right-of-way is referred to as "EASEMENT":

A part of the NE 1/4 of Section 29 & a part of the NW 1/4 of Section 28, T11N, R2W, S.L.B. & M. Beginning at a point on the easterly line of State Highway 69, said point also being grantor's Northwest property corner, said point of beginning located North 00°00'00" West along the North line of said Section 29 a distance of 1,150.20 ft. from the NE corner of said Section 29; and running thence North 90°00'00" East along grantor's North property line 2,909.57 ft.; thence South 52°26'41" East 514.91 ft.; thence South 00°00'00" East 400.64 ft. to a point located South 00°00'00" East 714.49 ft. and North 90°00'00" West 459.61 ft. from the North 1/4 corner of said Section 28; thence North 90°00'00" West 60.0 ft.; thence North 00°00'00" West 371.09 ft.; thence North 52°26'41" West 438.70 ft.; thence North 90°00'00" West 2,892.09 ft. to the Easterly line of said State Highway 69; thence North 13°15'00" West 78.08 ft. along said Easterly line to 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 Honeyville shall, at its expense, gravel and maintain the road to be located on the access right-of-way referred to above.
2. That Honeyville shall construct and maintain, at its expense, a bridge sufficient to accommodate cement trucks and gravel trucks across the canal at the intersection of the canal and the access right-of-way referred to above.
3. That Honeyville's use of the pipeline easement and access right-of-way shall not interfere with Honeyville City's existing pipe-line and use of the easement and right-of-way.
4. That Anderson shall have use of the above-referred to road and bridge without cost to her.
5. That Anderson shall be given, at no cost, a one (1) 3/4 inch water connection (normal cost, \$1,200.00) for the purpose of watering trees for beautification purposes along the referred to access right-of-way.
6. 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.
7. 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.
8. 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.
9. The Grantee shall hold and save harmless the Grantor from any liability for acts or neglect of the Grantee in construction 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.

10. 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.

11. The Grantee agrees that should any leaks or other problems develop with the waterline, that repairs will be commenced as promptly as conditions allow after notification by Grantor or its agents and Grantee shall reimburse to Grantor all costs and damages incurred by Grantor to its lands and properties.

12. The Grantee agrees that the waterline shall be placed not more than seven feet from the South 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.

13. 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.

14. 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.

15. That in the event either party hereto shall default, the defaulting party shall pay all costs and expenses incurred by the other party in enforcing the terms, provisions and conditions of this agreement.

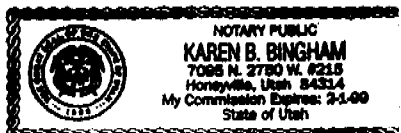
16. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 30 day of March, 1995.

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)
COUNTY OF BOX ELDER) : ss.



On the 30 day of March, 1995, personally appeared before me MARY ELIZABETH ELLIS ANDERSON and LOUIS S. ANDERSON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Karen B. Bingham
Notary Public

Residing at: Honeyville
~~Brigham City, UT~~
My Commission Expires: ~~January 14, 1998~~
February 1, 1999