

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

Ent 259848 Bk 1042 Pg 592
Date 5-Mar-2008 10:11AM Fee \$0.00
LuAnn Adams - Filed By nm
Box Elder Co., UT
For WILLARD CITY

02-046-0056
0005
0021
0060
0038
0037
0057

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

CLINT M. MCCORMICK & LISA A. MCCORMICK, husband and wife as joint tenants.

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
02-046-0056	739	1309
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 25 feet in width, 12.5 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 Section 14, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°10'08" West 2619.26 feet along section line to the South quarter corner of said Section 14; thence South 37°36'34" West 1453.27 feet to the Northwest corner of the grantors parcel; thence South 78°57'30" East 12.63 feet along the North boundary of the grantors parcel to the POINT OF BEGINNING; thence South 03°07'12" West 366.68 feet parallel with and 12.50 feet Easterly of the West boundary of the grantors parcel to a point on the South boundary of the grantors parcel.

ALSO, commencing at the Southeast corner of Section 14, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°10'08" West 2619.26 feet along section line to the South quarter corner of said Section 14; thence South 37°36'34" West 1453.27 feet to the Northwest corner of the grantors parcel; thence South 78°57'30" East 12.63 feet along the North boundary of the grantors parcel; thence South 03°07'12" West 12.62 feet to the POINT OF BEGINNING; thence South 78°57'29" East 322.83 feet parallel with and 12.50 feet Southerly of the North boundary of the grantors parcel to a manhole; thence South 02°10'03" West 444.62 feet parallel with and 12.50 feet Westerly of the East boundary of the grantors parcel to a manhole.

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 install sewer service line from the house to the main line at GRANTEE's expense. GRANTOR shall disconnect service line from septic tank and make connection to service line. GRANTEE as a condition to the granting of the easement shall compensate the GRANTOR the sum of \$3,930 (three thousand nine-hundred and thirty dollars). 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 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 right-of-way 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 10 day of MAY, 2007.

Clint McCormick
Grantor(s)

Jan McCormick
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 10, 2007 (date) by

Clint & Jan McCormick (Grantor(s) Name).

Teri L. Fellenz
(Signature of Notarial officer)

11-02-08
(My commission expires: Date)

