

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

The Willard City Council of Willard City Corporation will hold a **City Council** meeting on **Thursday, March 14, 2024**. The meeting will be held at the Willard City Offices 80 W 50 S. The meeting will begin promptly at **6:30 p.m.** The agenda will be as follows:

6:30 p.m.

1. Call to Order

1. Invocation
2. Pledge of Allegiance
3. Conflict of interest declaration

6:30 p.m.

2. Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.)

3. Planning Commission Report

4. Presentations and New Business

- a. Presentation by Family Support Center
- b. Approve Resolution 2024-02 declaring vehicles listed as surplus property and allow to be sold by the bidding process.
- c. Resolution 2024-03 adopting the Willard City General Plan Update 2024.
- d. Discussion/Approval or denial of the petition for Annexation for Bob Davis. Approximately 45 Acres located approximately 7700 South 100 West (Parcel Nos. 01-041-0043 and 01-041-0044).
- e. Discussion on vacating the sewer easement on properties east of 100 west.
- f. Progress on amending subdivision Ordinance to include new water allocation.

5. Minutes

- a. Approval of the January 25, 2024, City Council Minutes.
- b. Approval of the February 8, 2024, City Council Minutes.

6. Financial

- a. Warrants, Vouchers, Reports

7. Department Reports

- a. Public Works
- b. Police Department
- c. Fire Department

- (1) Purchase of structure fire fighter boots
- (2) Jackets
- (3) Gift Cards

8. Council Member Reports

- a. Jacob Bodily
- b. Rod Mund
- c. Mike Braegger
- d. Rex Christensen
- e. Jordan Hulsey

9. Next agenda items March 28, 2024

10. Mayor's General Correspondence and Information

11. City Manager's Report

12. Consideration of Motion to Enter a Closed Session (if necessary) pursuant to UCA §52-4-205 (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation; (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares; (f) discussion regarding deployment of security personnel, devices, or systems; or (g) investigative proceedings regarding allegations of criminal misconduct.

13. Adjourn

/s/ Susan O Bray
City Recorder, Willard City
Posted March 11, 2024

RESOLUTION 2024-02

A RESOLUTION OF THE WILLARD CITY COUNCIL DECLARING VEHICLES LISTED AND OWNED BY WILLARD CITY AS SURPLUS PROPERTY AND ALLOWING THEM TO BE SOLD BY THE BIDDING PROCESS.

WHEREAS Willard City owns the following list of vehicles which have been determined by the Public Works, Police, and Fire Department to be declared as surplus.

- | | |
|--|--|
| 1. 1995 GMC K3500
Tractor/Bus
VIN:1GDJK34N7SE544020 | 2. 1999 International Dump Truck
VIN: 1HTSDADR5XH640442 |
| 3. 2001 International-Model 4900
VIN: IHTSDAAN01H367418 | |

WHEREAS the Willard City Council has determined that the above listed vehicles beneficial use for Willard City has ended and:

WHEREAS no other department within Willard City has a use for the vehicles listed,

NOW THEREFORE, be it resolved by the Mayor and the Willard City Council that the below listed vehicles be declared surplus and be sold as determined by City policy:

This Resolution shall become effective immediately upon passage and posting as required by law.

Passed this ____ day of _____ 2024 by a vote of _____ and _____ against.

ATTEST

Travis Mote
Mayor Willard City

Susan K O Bray
Willard City Recorder

Willard City RESOLUTION 2024-03

A RESOLUTION ADOPTING THE WILLARD CITY GENERAL PLAN UPDATE
2024

WHEREAS, the law of the State of Utah requires Willard City to adopt a general plan to serve as a guideline for the development and use of land within Willard City;

WHEREAS, the Willard City Council and Planning Commission have previously adopted a General Plan, and from time to time, have adopted amendments thereto, that provide a comprehensive, long-range plan for present and future needs of Willard City and the growth, development, and use of land within Willard City;

WHEREAS, the Willard City Council has caused to be conducted a review and study of the Willard City General Plan as amended, from time to time, and a corresponding “Willard City Utah General Plan, 2023” has been prepared as a result of such study;

WHEREAS, the Willard City Planning Commission have held a public hearing and public meetings to discuss the General Plan update;

WHEREAS, the Willard City Planning Commission has reviewed and recommended adoption of the “Willard City Utah General Plan, 2023” to the Willard City Council;

WHEREAS, all public hearings have been held before the Planning Commission and the City Council as required for by law for the adoption of an updated General Plan;

WHEREAS, the Willard City Council desires to amend and adopt the “Willard City General Plan, 2023” as the Willard City General Plan; and

WHEREAS, the Willard City Council finds that the proposed updates to the General Plan are in the best interests of the public and promote the public health, safety, and general welfare of the residents of Willard City and meet the goals and objectives required or authorized by law.

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE WILLARD CITY COUNCIL AS FOLLOWS:

Section 1. Amendment and Adoption. The Willard City Utah General Plan is hereby amended through the adoption and integration of the Willard City General Plan as set forth in Exhibit A, attached hereto and incorporated herein by this reference; the attached materials include the “Willard City Utah General Plan, 2023.”

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, part or provisions of this Resolution shall be severable.

Section 3. Effective Date. This resolution shall become effective upon passage and posting as required by law.

Passed and approved this 14th day of March, 2024 by a vote of ___for and ___against

ATTEST

Travis Mote,
Mayor Willard City

Susan Obray,
Willard City Recorder

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

ANNEXATION PETITION APPLICATION

Annexation Information

Proposed Name of Annexation: Davis Park

Application Date: 12/25/2023

Location of Property: 7700 S 1100 W

Total Acreage of Proposed Annexation: 45 acres

Total Number of Parcels in Proposed Annexation: 2 parcels

Current Use of Property: agricultural

Surrounding Land Uses: agricultural

Requested Zoning: agricultural

Percentage of the Private Real Property within the Proposed Annexation is Represented by the Signatures of the Owners: 100%

Percentage of the Value of Private Real Property within the Annexation Plat is Represented by the Signatures of the Owners: 100%

Sponsor Information

Sponsor Name / Authorized Agent: Bob Davis

Phone: 801-721-1535 E-mail: Chelsea.d20@gmail.com

Address, City, State, Zip: 7700 S 1100 W Willard, UT 84340

Engineer or Surveyor Information

Name of Surveyor or Engineer: Landmark Survey

Phone: 801-731-4075

Address, City, State, Zip: 4646 S 3500 West, West Haven

Annexation Petition Requirements

3-4-24 Completed Annexation Petition Application

3-4-24 File Petition with City Recorder

_____ A Statement of Proposed Intent for the properties contained within the area petitioned for annexation.

_____ A copy of notices sent to affected entities:

- Box Elder County
- Bear River Health Department
- Bear River Water Conservancy District
- Box Elder County Mosquito Abatement District
- Box Elder School District

_____ Plat: One (1) 24 x 36 and one (1) 11 x 17 plat map of the area proposed to be annexed prepared by a licensed surveyor. This map must identify each parcel, labeled with the owners' name, the tax identification number, acreage, and the proposed zoning of the annexation area.

_____ A Mylar copy of the plat of the area to be annexed must be submitted prior to the final public hearing before the City Council and shall be prepared in ink by an Engineer or Land Surveyor licensed in the State of Utah. The Mylar plat shall be of such size and material as is acceptable for filing with the Box Elder County Recorder.

a. The title block of the Mylar must contain the following verbiage above the City Council's signature block: This is to certify that we the undersigned of the Willard City Council have adopted a resolution of its intent to Annex the tract of land shown herein and have subsequently adopted an ordinance annexing said tract into Willard City, Utah and that a copy of the ordinance has been prepared for filing herewith all in accordance with Utah Code Section 10-2-418 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as part of Willard City and that said tract of land is to be known hereafter as the _____ annexation.

_____ An accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a licensed Surveyor.

_____ Application and processing fees, as specified in the current Willard City fee schedule.

_____ Affidavits of each Property Owner included in the annexation who is requesting that the City annex their property by resolution by a notary public for each.

_____ Completed Record of Petitioned Properties. In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:

- 50% of the land area included in the Petition for Annexation
- 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation.

_____ Stamped and preaddressed envelopes for each owner of record of each parcel located entirely or partly within 300 feet from any boundary of the property in unincorporated Box Elder County or adjacent

municipalities, together with a mailing list for those owners. The names and addresses shall be as shown on the most recently available Box Elder County tax assessment rolls.

_____ Supporting materials, as applicable and requested

I certify that this application and all information submitted as part of this application is true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be inaccurate, I understand that Willard City may deny or rescind any approval, or take any other legal action at equity or law. I also acknowledge that I have reviewed the application sections of the Utah State Code and the items contained in this application are the basic and minimum requirements only and that other requirements may be imposed.



Signature



Date

AFFIDAVIT

PROPERTY OWNER

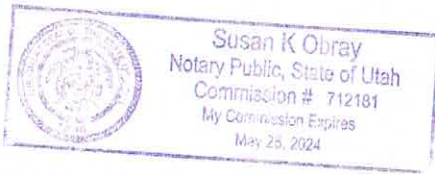
State of Utah }
County of Box Elder } ss

* I/we, Robert Davis, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects and true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying, and Willard City staff has indicated they are available to assist me in making this application.

Robert Davis
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 7 day of March, 2024



Susan K. Obray
Notary Public

Residing in Box Elder County, Utah
My Commission Expires: May 25, 24

AGENT AUTHORIZAITON

I/we, _____, being the owner(s) of the real property described in the attached application, do authorize as my/our agents(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

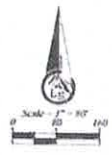
(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the agent authorization who dully acknowledged to me that they executed the same.

Notary Public

Residing in _____ County, Utah
My Commission Expires: _____

PART OF THE SE 1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
 BOY BLINDS COUNTY, UTAH - EXHIBIT DRAWING/CONCEPT PLAN



CLIENT: Sub Davis	
Project: SE 1/4 Section 3, Township 7 North, Range 2 West, Salt Lake Base and Meridian	Exhibit/Sheet: Exhibit Drawing
Date: 10/10/2017	Scale: 1" = 80'
Drawn by: [Name]	Checked by: [Name]

NORTH ↑

LARKIN JOHN JUDD TTEE (AKA ETAL) 01-041-0025

DAVIS BOB G 01-041-0043

DAVIS BOB G 01-041-0044

ORTON JOSHUA JT 01-041-0041

1500 W

7700 S

1100 W

STATE OF UTAH DIV

Mile
354

15

STATE OF UTAH DIV

JTO ESTATES

1360 W

AMMERSEN PHIL (WARD) STEVENSON

1310 W

1240 W

1180 W

1140 W

BOX ELDER COUNTY 01-041-0036

BOUNDARY DESCRIPTION

Acres 24.37

Parcel Number 01-041-0043

Owners Name DAVIS BOB C

Legal A PART OF THE WEST HALF OF SECTION 2 AND THE EAST HALF OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 01-041- 0025 AS LOCATED BY RECORD OF SURVEY NO. 1993-427 AS FOUND IN THE BOX ELDER COUNTY SURVEYOR'S OFFICE, SAID POINT BEING 3190.01 FEET NORTH 01°00'26" EAST AND 1334.31 FEET NORTH 88°59'34" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 02°13'04" WEST ALONG A FENCE LINE 276.57 FEET MORE OR LESS TO A FENCE CORNER; THENCE ALONG FENCE LINES THE FOLLOWING THREE (3) COURSES: (1) SOUTH 88°45'40" EAST 674.89 FEET, (2) SOUTH 01°49'59" WEST 545.45 FEET, AND (3) SOUTH 88°40'10" EAST 649.26 FEET MORE OR LESS TO A FENCE CORNER; THENCE SOUTH 01°57'18" WEST 48.64 FEET; THENCE SOUTH 87°43'19" EAST 402.66 FEET MORE OR LESS TO THE WEST LINE OF UDOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 02°49'47" EAST 374.37 FEET, (2) NORTH 06°42'47" EAST 439.94 FEET AND (3) NORTH 02°48'29" EAST 8.26 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL 01-041-0025; THENCE ALONG SAID PARCEL NORTH 85°43'19" WEST 1769.92 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Acres 23.56

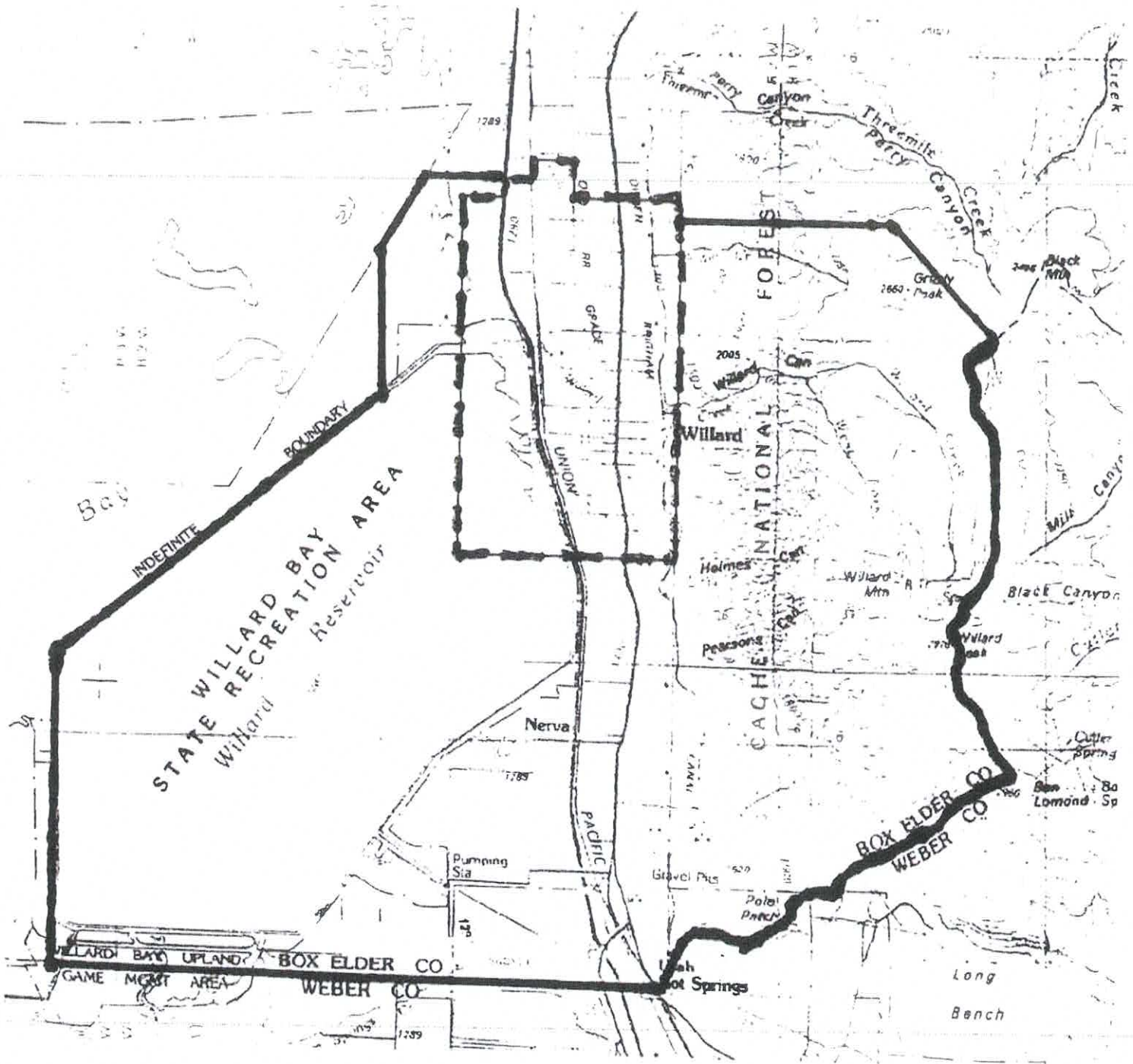
Parcel Number 01-041-0044

Owners Name DAVIS BOB C

Legal A PART OF THE WEST HALF OF SECTION 2 AND THE EAST HALF OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 AS MONUMENTED BY A B.L.M. MONUMENT DATED 1999, SAID POINT BEING 2634.31 FEET NORTH 01°00'26" EAST AND 1353.03 FEET NORTH 88°59'54" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3; RUNNING THENCE SOUTH 01°32'34" WEST ALONG A FENCE LINE 543.83 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED IN WARRANTY DEED ENTRY NO. 430021 OF BOX ELDER COUNTY RECORDS; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 88°06'10" EAST 710.75 FEET AND (2) SOUTH 01°53'49" WEST 505.23 FEET MORE OR LESS TO THE NORTH LINE OF

COUNTY ROAD; THENCE SOUTH 88°06'11" EAST ALONG SAID ROAD 60.00 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF ANDERSEN BULLAVARD SUBDIVISION, A SUBDIVISION IN BOX ELDER COUNTY, UTAH, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: (1) NORTH 01°53'49" EAST 361.00 FEET, (2) SOUTH 88°06'11" EAST 747.06 FEET AND (3) SOUTH 00°53'09" WEST 361.05 FEET MORE OR LESS TO THE SAID NORTH LINE OF COUNTY ROAD; THENCE SOUTH 88°06'11" EAST ALONG SAID ROAD 194.60 FEET MORE OR LESS TO THE WEST LINE OF UDOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 03°00'08" EAST 533.46 FEET AND (2) NORTH 02°49'47" EAST 177.14 FEET; THENCE NORTH 87°43'19" WEST 402.66 FEET; THENCE NORTH 01°57'18" EAST 48.64 FEET MORE OR LESS TO A FENCE CORNER; THENCE ALONG FENCE LINES THE FOLLOWING THREE SEVEN (7) COURSES: (1) NORTH 88°40'10" WEST 649.26 FEET, (2) NORTH 01°49'59" EAST 545.45 FEET, (3) NORTH 88°45'40" WEST 674.89 FEET, (4) SOUTH 02°28'03" WEST 212.87 FEET, (5) SOUTH 09°56'20" WEST 29.58 FEET, (6) SOUTH 18°53'16" WEST 8.41 FEET AND (7) SOUTH 01°32'34" WEST 29.15 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WILLARD CITY ANNEXATION POLICY PLAN EXPANSION AREA MAP



PRESENT CITY BOUNDARY = DASHED LINE
EXPANSION AREA BOUNDARY = SOLID LINE

NOVEMBER 1, 2002



WILLARD CITY
Planning Commission Meeting – Regular Meeting
Thursday, February 1, 2024 – 6:30 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

577 5E. RECOMMENDATION TO THE CITY COUNCIL REGARDING ZONING FOR AN ANNEXATION
578 PETITION FROM BOB DAVIS FOR APPROXIMATELY 45 ACRES LOCATED AT
579 APPROXIMATELY 7700 SOUTH 100 WEST (PARCEL NOS. 01-041-0043 AND 01-041-0044)
580

581 Time Stamp: 1:45:10 02/01/2024
582

583 Bryce Wheelwright stated that Bob Davis had approached Willard City because of Box Elder County's new
584 policy that any land use changes be considered by the municipality with the annexation policy declaration.
585 Mr. Davis's property was located in Willard City's future annexation plan. Mr. Davis wanted to improve his
586 property and provide the Willard Flood Control District with an area for a detention pond. His goal was to
587 create a park and several building lots. Box Elder County was not interested in any parks. Bob Davis had
588 submitted a petition to annex into Willard City.
589

590 Bob Davis, 7700 South 1100 West, stated that Box Elder County did not have a Parks Department. He
591 wanted to create a park in memory of his grandfather, who built a house in Willard in 1861, and his wife.
592 He felt his proposal would be an asset to Willard. It might be premature if Willard didn't plan to go all the
593 way to the county line. He was asking for three three-acre lots, and he wanted to donate 11 acres to Willard
594 City for a park. The park would be a nature park, a habitat for wildlife. He felt the park could be a draw for
595 the community.
596

597 Chairman Bodily asked if Willard City would maintain the park. Bob Davis said it would not. He felt there
598 would be a formal organization that would maintain the park who would work hand-in-hand with Willard
599 Flood Control. He planned for the three lots to be a PUD with a private road, so Willard wouldn't have to
600 maintain the road. He had over 200-acre feet of water. He felt it might be premature to delegate the water
601 right now.
602

603 Chairman Bodily asked if this would create an island. Bob Davis said it would. Mayor Mote said that Mr.
604 Davis's property was kitty-corner to Willard, but it was across the interstate.
605

606 Commissioner Baker stated that Bob Davis had talked to Willard Flood Control. The flood board was really
607 interested in the property. Bryce Wheelwright agreed. Willard Flood Control was very interested in this
608 property. This annexation would be an advantage.
609

610 Commissioner Dubovik said it seemed like annexations had a negative connotation because of the roads and
611 emergency service demand that went along with them. This annexation seemed like a net benefit.
612

613 Colt Mund stated that technically the next step in the process was for the City Council to decide whether to
614 accept or reject the petition for annexation. Because there was zoning involved, he felt it was helpful for the
615 Planning Commission to give input.
616

617 The Planning Commission felt this annexation would benefit Willard.
618

619 5F. CONSIDERATION OF A LOT LINE ADJUSTMENT FOR MARC ANDERSON FOR PROPERTY
620 LOCATED AT APPROXIMATELY 1094 SOUTH MAIN STREET (PARCEL NOS 02-05-0010 AND
621 02-05-0011)
622

623 Time Stamp: 1:54:35 02/01/2024
624

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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JOHN DAVID BUCK & MERENE H. BUCK, his wife as joint tenants with full rights of survivorship and not as tenants in common

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:

	<u>Parcel ID</u>	
<u>TAX ID #</u>	<u>Book</u>	<u>Page</u>
<u>02-051-0094</u>	455	234
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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 35°12'23" East 2909.82 feet to the Southwest corner of the grantors parcel and the POINT OF BEGINNING; thence South 89°47'20" East 291.72 feet along the South 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 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 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 8th day of May, 2009.

David Buck
Grantor(s)

Merene Buck
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 8, 2009 (date) by

John David Buck & Merene H. Buck (Grantor(s) Name).

Teri L. Feltenz
(Signature of Notarial officer)

10-23-10
(My commission expires: Date)



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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JAREE BRAEGGER, as trustee or successor(s) in trust of THE G & L BRAEGGER FAMILY TRUST, dated August 11, 1994

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:

	<u>Parcel ID</u>	
TAX ID #	Book	Page
<u>02-051-0174</u>	857	1023
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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 40°23'57" East 2612.29 feet to the Southwest corner of the grantors parcel; thence North 02°16'47" East 233.53 feet along the West boundary of the grantors parcel to the POINT OF BEGINNING; thence South 88°41'09" East 228.88 feet to a point on the East boundary 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 install the sewer service line from the main line to the homes located at 304 S Main and 288 S Main, GRANTOR will be responsible for final hook up to the homes. 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 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 12 day of May, 2009.

Lakee Braegger
Grantor(s)

Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 12, 2009 (date) by Lakee Braegger (name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of The G.H. Braegger Family Trust (name of party on behalf of whom instrument was executed)



Teri Fellenz
(Signature of Notarial officer)

10-23-2010
(My commission expires: Date)

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

Ent 267612 Bk 1062 Pg 93
Date 22-Aug-2008 10:32AM Fee \$0.00
LuAnn Adams - Filled \$0.00
Box Elder Co., UT
For WILLARD CITY

02-052-0023
0039

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

ROBERT L. ZUNDEL & KRISTINE ZUNDEL, 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:

TAX ID #	Parcel ID	Book	Page
02-052-0023		520	102
02-052-0039		825	906
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 Northeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian; thence South 00°18'46" West 2658.99 feet along the East line of said section to the East quarter corner of Section 26; thence North 89°21'54" West 2748.60 feet to the Northeast corner of the grantors parcel and the POINT OF BEGINNING; thence North 89°08'49" West 288.51 feet along the north boundary of the grantors parcel to a manhole and the POINT OF ENDING.

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 casement; 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 easement shall pay the sum of \$4000 (four thousand dollars) and install sewer service line from main line to the house located at 488 S MAIN in Willard. The GRANTOR will be responsible for final hookup to the house. 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 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 7th day of August, 2008

[Signature]
Grantor(s)

[Signature]
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on August 5, 2008 (date) by

Robert L Zundel & Kristina Zundel (Grantor (s) Name).

[Signature]
(Signature of Notarial officer)

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



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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JOHN DAVID BUCK & MERENE H. BUCK, his wife as joint tenants with full rights of survivorship and not as tenants in common

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:

TAX ID #	Parcel ID	Book	Page
02-051-0094 Of county records		455	234

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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 35°12'23" East 2909.82 feet to the Southwest corner of the grantors parcel and the POINT OF BEGINNING; thence South 89°47'20" East 291.72 feet along the South 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 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 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 8th day of May, 2009.

David Buck
Grantor(s)

Merene Buck
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 8, 2009 (date) by

John David Buck & Merene H Buck (Grantor(s) Name).

Jeri L. Fellenz
(Signature of Notarial officer)

10-23-10
(My commission expires: Date)



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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JOHN DAVID BUCK & MERENE H. BUCK, his wife as joint tenants with full rights of survivorship and not as tenants in common

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:

	<u>Parcel ID</u>	
<u>TAX ID #</u>	<u>Book</u>	<u>Page</u>
02-051-0094	455	234
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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 35°12'23" East 2909.82 feet to the Southwest corner of the grantors parcel and the POINT OF BEGINNING; thence South 89°47'20" East 291.72 feet along the South 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 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 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 8th day of May, 2009.

David Buck
Grantor(s)

Merene Buck
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 8, 2009 (date) by

John David Buck & Merene H. Buck (Grantor(s) Name).

Jeri L. Fellenz
(Signature of Notarial officer)

10-23-10
(My commission expires: Date)



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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

LAREE BRAEGGER, as trustee or successor(s) in trust of THE G & L BRAEGGER FAMILY TRUST, dated August 11, 1994

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:

TAX ID #	Parcel ID	Book	Page
02-051-0174 Of county records		857	1023

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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 40°23'57" East 2612.29 feet to the Southwest corner of the grantors parcel; thence North 02°16'47" East 233.53 feet along the West boundary of the grantors parcel to the POINT OF BEGINNING; thence South 88°41'09" East 228.88 feet to a point on the East boundary 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 install the sewer service line from the main line to the homes located at 304 S Main and 288 S Main, GRANTOR will be responsible for final hook up to the homes. 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 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 12 day of May, 2009.

Lakee Braegger
Grantor(s)

Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 12, 2009 (date) by Lakee Braegger (name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of The G & L Braegger Family Trust (name of party on behalf of whom instrument was executed)



Teri Fellenz
(Signature of Notarial officer)

10-23-2010
(My commission expires: Date)

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

Ent 267612 Bk 1062 Pg 93
Date 22-Aug-2008 10:32AM Fee \$0.00
LuAnn Adams - Filed By d3
Box Elder Co., UT
For WILLARD CITY

02-052-0023
0039

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

ROBERT L. ZUNDEL & KRISTINE ZUNDEL, 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:

TAX ID #	Parcel ID	Book	Page
02-052-0023		520	102
02-052-0039		825	906

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:

Centeline Description

Commencing at the Northeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian; thence South 00°18'46" West 2658.99 feet along the East line of said section to the East quarter corner of Section 26; thence North 89°21'54" West 2748.60 feet to the Northeast corner of the grantors parcel and the POINT OF BEGINNING; thence North 89°08'49" West 288.51 feet along the north boundary of the grantors parcel to a manhole and the POINT OF ENDING.

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 easement shall pay the sum of \$4000 (four thousand dollars) and install sewer service line from main line to the house located at 488 S MAIN in Willard. The GRANTOR will be responsible for final hookup to the house. 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.

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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 7th day of August, 2008.

[Signature]
Grantor(s)

[Signature]
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on August 5, 2008 (date) by

Robert Zundel & Kristine Zundel (Grantor(s) Name)

[Signature]
(Signature of Notarial officer)

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



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

Ent 267612 BK 1062 Pg 93
Date 22-Aug-2008 10:33AM Fee \$0.00
LuAnn Adams - Filled By dl
Box Elder Co., UT
For WILLARD CITY

02-052-0023
0039

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

ROBERT L. ZUNDEL & KRISTINE ZUNDEL, 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:

	<u>Parcel ID</u>		
TAX ID #		Book	Page
02-052-0023		520	102
02-052-0039		825	906
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 Northeast corner of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian; thence South 00°18'46" West 2658.99 feet along the East line of said section to the East quarter corner of Section 26; thence North 89°21'54" West 2748.60 feet to the Northeast corner of the grantors parcel and the POINT OF BEGINNING; thence North 89°08'49" West 288.51 feet along the north boundary of the grantors parcel to a manhole and the POINT OF ENDING.

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.

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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.

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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 5th day of August, 2008

[Signature]
Grantor(s)

[Signature]
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on August 5, 2008 (date) by

Robert Zundel & Kristine Zundel (Grantor (s) Name)

[Signature]
(Signature of Notarial officer)

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



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

Ent 259831 Bk 1042 Pg 554
Date E-Mar-2008 9:57AM Fee \$0.00
LuAnn Adams - Filed By am
Box Elder Co., UT
For WILLARD CITY

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JOHN DAVID BUCK & MERENE H. BUCK, his wife as joint tenants with full rights of survivorship and not as tenants in common

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:

	<u>Parcel ID</u>	
TAX ID #	Book	Page
02-051-0094	455	234
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 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 37°16'33" East 2780.71 feet to the Northwest corner of the grantors parcel; thence South 89°26'38" East 300.29 feet along the North boundary of the grantors parcel to the POINT OF BEGINNING; thence South 02°19'42" West 163.20 feet to a point on the South boundary 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 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 24th day of April, 2007.

J David Buck & Merene Buck
Grantor(s)

Merene Buck
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on April 24, 2007 (date) by

J David Buck & Merene Buck (Grantor (s) Name).

Ten L. Fellenz
(Signature of Notarial officer)

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



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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

JOHN DAVID BUCK & MERENE H. BUCK, his wife as joint tenants with full rights of survivorship and not as tenants in common

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:

	<u>Parcel ID</u>	
TAX ID #	Book	Page
02-051-0094	455	234
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:

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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.

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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 24th day of April, 2007.

J David Buck
Grantor(s)

Merene Buck
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on April 24, 2007 (date) by

David Buck & Merene Buck (Grantor (s) Name).

Teri L. Feltenz
(Signature of Notarial officer)

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



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

Ent 267609 BK 1062 Pg 87
Date 22-Aug-2008 10:30AM Fee \$0.00
LAnn Adams - Filed By dl
Box Elder Co., UT
For WILLARD CITY

02-051-0174

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

LARRE BRAEGGER, as trustee or successor(s) in trust of THE G & L BRAEGGER FAMILY TRUST, dated August 11, 1994

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:

TAX ID #	Parcel ID	Book	Page
02-051-0174		857	1023
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:

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ALSO, Commencing at the Southeast corner of Section 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 40°23'57" East 2612.29 feet to the Southwest corner of the grantors parcel; thence South 88°53'18" East 179.97 feet along the South boundary of the grantors parcel to the POINT OF BEGINNING; thence North 26°44'04" West 135.74 feet 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

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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 2 day of June, 2008

[Signature] Grantor(s) [Signature] Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on June 2, 2008 (date) by Teri Braegger (name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of The Braegger Family Trust (name of party on behalf of whom instrument was executed)

[Signature]
(Signature of Notarial officer)
11-02-08
(My commission expires: Date)



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

Ent 267609 RL 1062 Pg 87
Date 22-Aug-2008 10:30AM Fee \$0.00
LAnn Adams - Filed By dl
Box Elder Co., UT
For WILLARD CITY

02-051-0174

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

LAREE BRAEGGER, as trustee or successor(s) in trust of THE G & L BRAEGGER FAMILY TRUST, dated August 11, 1994

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
02-051-0174	857	1023
Of county records		

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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 2 day of June, 2008

[Signature]
Grantor(s)

[Signature]
Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on June 2, 2008 (date) by Teri Braegger (name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of The Braegger Family Trust (name of party on behalf of whom instrument was executed)

[Signature]
(Signature of Notarial officer)
11-02-08
(My commission expires: Date)



✓ Ert 278915 Sk 1093 Pg 1400
Date 28-May-2009 3:13PM Fee \$0.00
LuAnn Adams - Filed By me
Box Elder Co., UT
For WILLARD CITY

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

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

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

THOMAS F. CHRISTENSEN & JOAN E. CHRISTENSEN, husband and wife as joint tenants and not as tenants in common with full rights of survivorship

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:

TAX ID #	Parcel ID	Book	Page
02-051-0169 Of county records		863	1375

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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 8th day of May, 2009

Thomas F. Christensen
Grantor(s)

Joan E. Christensen
Grantor(s)

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on May 8, 2009 (date) by Thomas F + Joan E Christensen (Grantor (s) Name).



Teri L. Fellenz
(Signature of Notarial officer)
10-23-10
(My commission expires: Date)

1

2 The City Council of Willard City met on January 25, 2024, at 6:30 pm in the Council Chambers
3 of the Willard City offices, located at 80 W 50 S, Willard UT 84340.

4

5 Present: Travis Mote, Mayor
6 Mike Braegger, Council Member
7 Rod Mund, Council Member
8 Jacob Bodily, Council Member
9 Jordan Hulsey, Council Member
10 Rex Christensen, Council Member

11
12 Excused:

13
14 Staff Present: Colt Mund, City Attorney
15 Jeremy Kimpton, City Manager
16 Bryce Wheelwright, City Planner
17 Susan K. Obray, City Recorder
18 Payden Vine, Public Works Director

19
20 Others present: Ruth Ormond, Ken Ormond, Chad Braegger, Mark Murphy, Lynn Murphy, Alex
21 Dubovik, Diana Baker, Lew Swain, Steve Nelson,

22

23 **1. Call to Order**

- 24 a. Mayor Travis Mote called the meeting to order at 6:30 pm.
25 b. Invocation offered by Mayor Mote.
26 c. Pledge of Allegiance led by Council Member Christensen.
27 d. Conflict of Interest Declaration.
28 i. None.

29 **2. Open Comment Period**

30 Chad Braegger, 3790 S 1200 W Perry

31 "I'm just a little concerned about the trail up there. It's been about a week since we had a
32 snowstorm and I know the guys have been busy. I talked to Payden. I was kind of
33 helping take care of things, they said they had it handled. I've just seen some people
34 walking up and down the road, the road's wet, and it's a little bit of a hazard. I just
35 wonder if we can get the trail cleaned off... I'm glad to help if I can, all it takes is a phone
36 call."

37 **3. Planning Commission Report**

38 Diana Baker stated the meeting was canceled on January 4, 2024.

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4. Presentations and New Business

a. Presentation by Family Support Center.

The representative called to reschedule this presentation.

b. Presentation by the Willard Canyon Group.

Mark Murphy (180 W 100 S) gave the presentation:

“I’m here to report to the city that since the last council meeting, a number of concerned residents and people from the surrounding communities have come together to form what is known as the Willard Canyon Access Coalition. The mission of our organization is threefold. We want the fence taken down. Second, we want the trail and trailhead improved, and third, we want a recorded easement for access into the canyon. We are going to achieve this mission. Our hope is that this mission will be achieved in collaboration with the city and those with property rights on the land of issue. However, if we do not feel like we are making progress in that area, we will eventually turn to other remedies available to us. They are legal remedies. We are currently reviewing which proposals we would like to put in front of the city. And over the next couple of weeks, we will engage with City officials to help us be clear on how you would like to see our proposals before you. This is a short report. We know you have a lot of other items to cover tonight, but we just wanted to introduce ourselves and put this information in the record. If you have any questions, please feel free to reach out to me or any of the others affiliated with our coalition, please do and we will respond as soon as possible. Again, it is with sincere desire to collaborate with any who would like to engage with us and with any other parties of interest. We invite you to reach out to us. Thank you.”

Rex asked for contact information of members of the coalition. It was stated that emails shared with individual council members will be shared with the entire council unless confidentiality is requested.

c. Open Meetings Law Training-Colt Mund.

Colt Mund, City Attorney, gave training on the Open and Public Meetings Act.

d. Consideration/Recommendation from the Planning Commission to amend Chapter 12-100 of the Willard City Zoning Ordinance by adopting the General Plan Draft.

Bryce Wheelwright stated that the Planning commission motioned to move the General Plan to the City Council with the recommendation that the overall Land Use Map be modified to include R ½ zoning throughout. Alex Dubovik (349 S 300 E) came up to the podium to present more information. It was decided that the R1/2 would be assigned across the city and allow the MPC Ordinance to dictate how they applied specific plans to each one of the parcels.

1 Mayor Mote confirmed some information with Mr. Dubovik. He said he felt like the
2 Planning Commission felt that the density was locked at the half acre density in
3 the MPC. He said it could be applied to any zone because it gives the city
4 enough discretion with the MPC ordinance to make those decisions based on
5 what's in the best interest of the city. His opinion was that they didn't need to a
6 blanket rezone of the entire city to R ½ because there was not that limitation
7 within the MPC ordinance. The MPC ordinance doesn't require a one-half acre
8 density. Mr. Dubovik said in the absence of the perceived limitations of the MPC
9 ordinance, the desired option would be to not do a blanket R1/2. Diana Baker
10 also spoke up and said it was agreed to do the half acre lots and to go back and
11 review the MPC zones. There was some concern about how the MPC zone
12 would apply.

13 Council Member Braegger said he also read the minutes and was concerned
14 about whether the rezone was for the entire city or just the portions identified as
15 residential. Mr. Dubovik confirmed that the recommendation would be to rezone
16 the entire city to R1/2 minus the commercial zoned properties. He said rezoning
17 the entire city to R1/2 would be enticing for contractors, but he would like to see a
18 solution that allows the city to be able to renew every plan and make qualitative
19 assessments.

20 Mayor Mote said in section 12.106.5 it states, "The density shall be consistent
21 with the policies of the General Plan." Variety is still possible, and lots don't have
22 to ONLY be half acre, but the area will be limited to that DENSITY.

23 Council Member Mund mentioned this was discussed at the work session. He
24 suggested leaving more open spaces. He said the idea of keeping the density
25 accomplishes what the city wants. There was discussion on mixed lot sizes to
26 maintain the density. It was discussed how SLUA can incentivize developers to
27 come up with plans with mixed lot sizes. Mayor Mote said there are three existing
28 subdivisions, plus a couple that have been annexed, that provide small lots,
29 Granite Ridge, Deer Run, Willard Land, and the South Willard development.
30 Council Member Mund said the point is there needs to be a choice for
31 developers.

32 Mr. Dubovik asked, "Does the general plan have to change to make a grid ½
33 acre across the whole community, or is it as simple as addressing any ambiguity
34 in the MPC?" Mayor Mote asked, "What is the point of a 5 acre zone if we can
35 change it to anything we want?" Mr. Dubovik said that provides more leverage to
36 the city for the MPC zone because now there is more incentive. Developers can
37 request to change the zone from A5 to R1/2 and it will be considered for approval
38 by the city if they provide a great MPC plan with varying lot sizes of houses and
39 densities.

40 Council Member Braegger mentioned that the new map indicates all land to the
41 east of highway 89 is listed as ½ acre. The only piece of Willard that is zoned as

1 Agricultural would be the land north of 750 N. He suggested making all lots within
2 the center of town ½ acre.

3 Mayor Mote was concerned there is no tie between the MPC and the underlying
4 zone. If the MPC should be bound by the general plan in some fashion, he thinks
5 the zone indications give an idea of what Willard is looking for. Mayor Mote said
6 the General Plan and the MPC should support one another.

7 Mayor Mote read the following from the MPC section of the General Plan:
8 "Recommended use or density. A variety of residential uses and housing types
9 are allowed. Density should be determined in conjunction with the project
10 neighborhood, the city benefits voluntarily provided, and comply with the intensity
11 standards of the city ordinances as adopted." He said density is tied to the
12 General Plan, but the only thing that has a density in the General Plan is the
13 map. He says the density is being tied back to the map, which probably needs to
14 be clarified.

15 Mayor Mote said he is concerned about SLUA and how SLUA needs to respond
16 to developers who want to rezone pieces of land. A discussion was held about
17 SLUA meetings and who attends. Colt Mund said there would need to be an
18 amendment made to the SLUA Board (2021) if changes were to be made.

19 Mayor Mote suggested to approve the General Plan as is and add a statement
20 above the Land Use Section that says, "When the density is referenced in the
21 General Plan and the city's Land Use Ordinance, it is in reference to the Future
22 Land Use Map." A code will need to be written for the Commercial Retail zone.
23 He also said he would like to include an amendment to include South Willard. "If
24 we blanket it half acre and then preserve from the county line on the east side of
25 the highway, all that open ground on the elk farm, and to Pettingill's, all that
26 would be commercial retail. Just include this in our general plan so that these
27 questions are answered."

28 Mayor Mote directed city staff to work with the Planning Commission to create a
29 zoning map for South Willard.

30 **Motion: Council Member Mund motioned to table this item until all the**
31 **information can be gathered together with the added amendments and the**
32 **completed map. Council Member Hulseby seconded the motion. All in favor.**
33 **Item tabled.**

- 34 e. Ratify the approval of the Contract for Jeremy Kimpton for City Manager.

35 **Motion: Council Member Braegger motioned to ratify the approval of the**
36 **employment contract for Jeremy Kimpton for City Manager. Council**
37 **Member Christensen seconded the motion. All in favor.**

- 38 f. Discussion regarding unknown location of water meters and if residents are
39 responsible to pay large utility bills.

1 A resident's water meter went unread for several years due to Public Works not
2 knowing the location of the meter. When they located the meter and finally read
3 it, the resident was left with a large balance.

4 Council Member Mund said if there is a limit set for what they need to pay, he
5 wants to see a meter read once the meters are located, to make sure there are
6 no leaks. If there is a leak, the resident will be responsible.

7 Mayor Mote said there are two situations: 1. when we find them, what is our
8 action, and 2. We've got 20 of them that are still lost, and landowners are not
9 actively trying to locate them.

10 Chad Braegger asked if it's the resident's responsibility to find the meters or the
11 city's. He said they are the city's meters, and the city installs them, so finding
12 them should be the city's responsibility. Council Member Christensen brought up
13 that residents are responsible for keeping the meter clear from debris or
14 landscaping.

15 Discussion was had about when people move out, they have to report where the
16 water meter is on their property before the account will be removed from their
17 name. It was also discussed that this issue needs to be taken to the public so
18 residents are aware that if the location of their water meter is unknown, they
19 need to locate it or the city will do so.

20 Colt Mund said this will require a Resolution. Mayor Mote said the city is probably
21 responsible for locating them. Council Member Braegger suggested informing
22 residents that the city will come to find it, but they will be responsible for the cost,
23 or they could go find it themselves. Mayor Mote suggested giving them about 30
24 days to find it on their own, and if it hasn't been located, the city will start digging
25 to find it, and the resident will be charged for the cost.

26 Council Member Braegger said the issue of the residents with large balances
27 remains. Council Member Mund said the city has a certain amount of
28 responsibility because if there were overages or a leak, the resident would have
29 no way of knowing. Council Member Braegger suggested forgiving the large
30 balances because this is the responsibility of the city and not the homeowners.
31 Mayor Mote said he likes Council Member Mund's idea that once the meter is
32 found, it is monitored for 30 days, if a leak is found, the homeowner is
33 responsible for fixing the leak before they can be forgiven of their bill balance.

34 Council Member Braegger directed the staff to write a Resolution on this issue.

- 35 g. Approve changes to the Development Agreement and Water Line
36 Reimbursement Agreement and authorize the Mayor to execute the agreements
37 for Willard Land LLC.

38 Mayor Mote read off the changes that have been made by Colt Mund:

1. Updated the agreement to show the annexation that has already occurred.
2. The property has already been zoned and UDOT has already approved the new accesses.
3. Updated the agreement to reflect the current status of discussions with the Department of Water Resources regarding the trail.
4. Added legal descriptions for Willard Land's parcel east of Hwy 89 as part of the developer's land.
5. Water Line Development Agreement: The property owned by South Willard; the former adjoining owner of the property was purchased by Granite Construction.
6. Removed South Willard from being a co-participant in the Water Line Agreement. We anticipate the new owner, or its successor may want to participate in the agreement in the future. Therefore, we formed Willard Partners LLC and added it to the agreement. This new LLC is wholly owned by our client, Willard Land. Any future co-participants can be added as members to Willard Partners without having to amend this agreement.
7. Made updates based on the city having obtained the UTA license, that is for the sewer line going out to South Willard.
8. Added a legal description, for a Willard Land parcel east of Hwy 89 as part of the developer's land.

Mayor Mote said Willard Land has written a check for \$15,000 to Willard City. He wanted to discuss where that value came from and what the contingencies on the money are.

Lew Swain spoke briefly with the Council. Discussion was had that properties whose developments have been previously approved are not subject to reimbursement. Mr. Swain also explained that a 55' strip of land has been proposed to be sold to the Department of Water Resources for the installation of a water conduit. The strip will be considered 'open space.' Further details will be determined with time and development.

There was further discussion about the secondary water system for the subdivision. Water must be provided through the secondary system by the developer.

Motion: Council Member Braegger motioned to approve the agreement with the discussed changes. Council Member Mund seconded the motion. All in favor. Motion carried.

- h. Set a date for a work session to discuss the water plan.

A work session was scheduled for Tuesday, February 1, 2024, at 4:30 pm.

- i. Confirm Planning Commission recommendations from the Mayor.

1 Blake Harrop and Zack Hulsey offered to step down from the Planning
2 Commission. Chad Braegger and Brian Gilbert have been asked to fill their
3 permanent seats. Blake Harrop has taken one alternate seat.

4 **Motion: Council Member Christensen motioned to confirm Mayor's**
5 **selections for Planning Commission. Council Member Bodily seconded the**
6 **motion. All in favor.**

7 j. Motion to approve funds for the Tribes plaques on rocks.

8 Discussion on the plaque was had and costs were evaluated. The bid from Bott
9 Monument was \$7,600. The Council has a limited amount of time to confirm to
10 lock in this price with Bott. Further discussion was also had about what the
11 plaque will be mounted on and the expense of that as well. The Council agreed
12 to move forward with this project and expressed confidence that they can receive
13 donations and help to complete the project.

14 **Motion: Council Member Braegger motioned to set aside \$10,000 in**
15 **discretionary funds to complete this project. Council Member Mund**
16 **seconded the motion. All in favor. Motion carried.**

17
18 **5. Minutes & Information**

19 a. Approval of the December 14, 2023, City Council Meeting minutes.
20

21 **Motion: Council Member Braegger motioned to approve the December 14,**
22 **2023, City Council meeting minutes. Council Member Bodily seconded the**
23 **motion. All in favor. Minutes approved.**

24 b. Approval of the January 11, 2024, City Council Minutes.

25 Moved for approval at the February 8, 2024 City Council meeting.

26 **6. Financial**

27 a. Warrants, Vouchers, Reports

28 **7. Department Reports**

29 a. Public Works

30 b. Police Department

31 The annual report was provided to the Council for review. Having four full-time
32 officers has increased the number of cases handled in Willard City.

33 c. Fire Department

34 Lights were installed on the side-by-side vehicle. Stacy Younger is interested in
35 one of the surplus vehicles in exchange for his work on the lights. Colt Mund will
36 investigate this and determine how this exchange can take place.

1 **8. Council Member Reports**

2 a. Jacob Bodily

3 No comment.

4 b. Rod Mund

5 No comment.

6 c. Mike Braegger

7 Discussion was had on the name of the South Willard subdivision. Mike Bastien
8 has changed the name of the subdivision to Suncrest Grove to avoid confusion.

9 Phil Barlow spoke with Mike and said he is the president of the Willard Historic
10 Society and has renewed the charter every year. Sue Anderson approached the
11 mayor about collecting historical information. It was recommended that Phil
12 Barlow be connected to Sue Anderson so they can work together.

13 The county rezoning permit on the Willard property in the canyon was brought
14 up. This item was tabled at the previous county commission meeting and will be
15 brought up when Willard City asks it to be on the agenda again.

16 Mike addressed the many comments regarding the canyon and mining within. He
17 wants the public to know that the gravel that Willard City wants to sell is not in the
18 canyon, but on the face of the mountain. He asked if the trail could go up the
19 south side of the canyon as a compromise. He wanted it to be clear that the
20 mining will not take place up the canyon, but it is a safety concern, hence the
21 fence.

22 A closed session was recommended to discuss the negotiations about the
23 canyon and mining. It was decided there will be a closed work session on
24 February 13, 2024, at 4:00 pm.

25 d. Rex Christensen

26 Rex requested getting information as early as possible and getting everyone's
27 contact information. There was discussion about the Willard City Facebook page
28 and how it is no longer used. Any updates are posted to the Willard Resident's
29 page and willardcity.com.

30 Rex encouraged a youth council to be set up and utilized in Willard.

31 e. Jordan Hulsey

32 Hulsey brought up the unsafe nature of walking to the elementary school. She is
33 worried about the children's safety. She was asked to put together a proposal
34 and work with Chief Fielding.

35 **9. Next agenda items (February 8, 2024)**

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10. Mayor’s General Correspondence and Information

Mayor Mote mentioned he would like to amend the City Code so that developers are responsible for reimbursing the city for legal fees the city accrues. The Council agreed. This will need to be added to the Subdivision Code and reviewed.

It was stated that nothing can be done to prohibit ice fishing on the fishing pond at the Nature Park without creating an ordinance banning it. Payden Vine was directed to get a “No Ice Fishing” sign, and it was suggested it also be written in the newsletter.

11. City Manager’s Report

No comment.

12. Consideration of Motion to Enter a Closed Session (if necessary)

13. Adjourn

Motion: Council Member Mund motioned to adjourn the January 25, 2024, City Council meeting. Council Member Bodily seconded the motion. All in favor. Meeting adjourned.