

1110 124 7-2, T. 26S, R. 21E, Sec. 16, Cont.

Entry No. 495366
Recorded 1-29-82 1:15 PM
Bk. 383 Pg. 184-187 of 0200
Lilly Mae Noorlander

- E A S E M E N T - Lilly Mae Noorlander
Recorder of Grand County ^{MOD}

THIS EASEMENT made and entered into this 28th day of January, A. D., 1982, by and between PAUL MAYBERRY and MARY MAYBERRY, husband and wife, of the City of Moab, County of Grand, State of Utah, GRANTORS, and the GRAND COUNTY WATER CONSERVANCY DISTRICT of Grand County, State of Utah, GRANTEE.

W I T N E S S E T H :

WHEREAS, Grantee heretofore entered upon the premises hereinafter described and drilled a water well; and

WHEREAS, Grantee is now desirous of obtaining an easement for the right to enter upon said premises for the purpose of installing pumping equipment, pumping, repairing, and doing all things necessary and incidental for the pumping and maintenance of said well; and

WHEREAS, Grantors are willing to grant said easement, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the sum of \$10.00 paid by Grantee to Grantors, the receipt of which is hereby acknowledged, Grantors hereby grant unto Grantee an easement over and under the following described real property in Grand County, State of Utah, to-wit:

Beginning at the Northwest Corner of the Mayberry Tract on the South side of Walnut Lane which bears South 1388.1 feet and West 966.9 feet from the North Quarter Corner of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian; proceeding thence South 89°47' East 25.0 feet along Walnut Lane to a corner; thence South 0°51' East 25.0 feet to a corner; thence North 89°47' West 25.0 feet to a corner; thence North 0°51' West 25.0 feet to the point of beginning. Bearings are based on the centerline of 100 West Street (North 0°17' East).

for the purpose of drilling, installing pumping equipment, pumping, repairing and maintaining a water well, and for all purposes necessary and incidental for the maintenance of said well.

This grant of easement is made upon the following terms and conditions.

1. That the motor and pump shall be submersible.

2. That all buildings and installations shall be underground and in no instance exceed three (3) feet in height from the surrounding area, except for one dead-man power pole not to exceed fifteen (15) feet in height above ground and five (5) feet in depth below ground for electric meter and electrical control panel.

3. Electric service from Utah Power and Light pole to dead-man pole may be overhead. Electric service from dead-man pole to well shall be underground. A copy of a cross section of said installation is attached hereto as Exhibit "A".

4. The term of this easement will be for so long as Grantee uses the well continuously for the purposes intended. For the purposes of this agreement, continuous use means without interruption. In the event Grantee shall cease to use the well for a period of two years, or in the event Grantee commits a breach of any of the agreements on its part to be done, kept or performed, then upon such discontinuance or default or breach of covenant, and upon written notice being given by Grantors to Grantee of the intention of Grantors to nullify this contract, all of the rights, agreements and privileges granted to Grantee under this Easement shall cease and determine and all pumps and improvements placed on the premises shall be and become the property of the Grantors without payment to Grantee.

5. That all drilling, construction, operations, pumping and maintenance by Grantee shall be conducted in a work-man-like manner at the sole cost and expense of Grantee and at no cost or expense to Grantors. Grantee agrees to keep the premises clean and free and clear of all encumbrances and liens. In addition to the foregoing, Grantee will save harmless and fully indemnify Grantors from damages arising out of injury to the persons or property of third persons by reason of the operations of Grantee, its employees, sub-contractors and their employees,

upon the subject premises.

6. It is understood and agreed between the parties that the Grantors are granting only such rights as they possess and that the easement herein granted is made without warranties of title or representations of any kind whatsoever, either expressed or implied.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

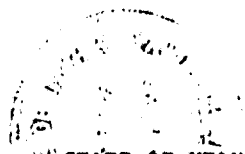
Paul Mayberry
Paul Mayberry

Mary Mayberry
Mary Mayberry

GRANTORS

GRAND COUNTY WATER CONSERVANCY DISTRICT

By [Signature]
GRANTEE



STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On this 28th day of January , A. D., 1982 , personally appeared before me Paul Mayberry and Mary Mayberry, husband and wife, the signers of the above and foregoing who each duly acknowledged to me that they executed the same.

My commission expires:

12-5-83

Margaret A. Holloway
Notary Public
Residing at Moab, Utah 84532

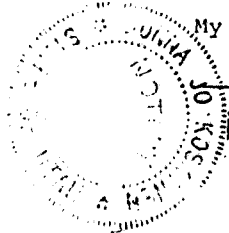
STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On the 28th day of January , A. D., 1982, personally appeared before me K.E. McDougald who being by me duly sworn did say that he is the Chairman of GRAND COUNTY WATER CONSERVANCY DISTRICT, and that the within and foregoing instrument was signed in behalf of the body politic by authority of a resolution of its Board of Directors, and said K.E. McDougald duly acknowledged to me that said body politic executed the same.

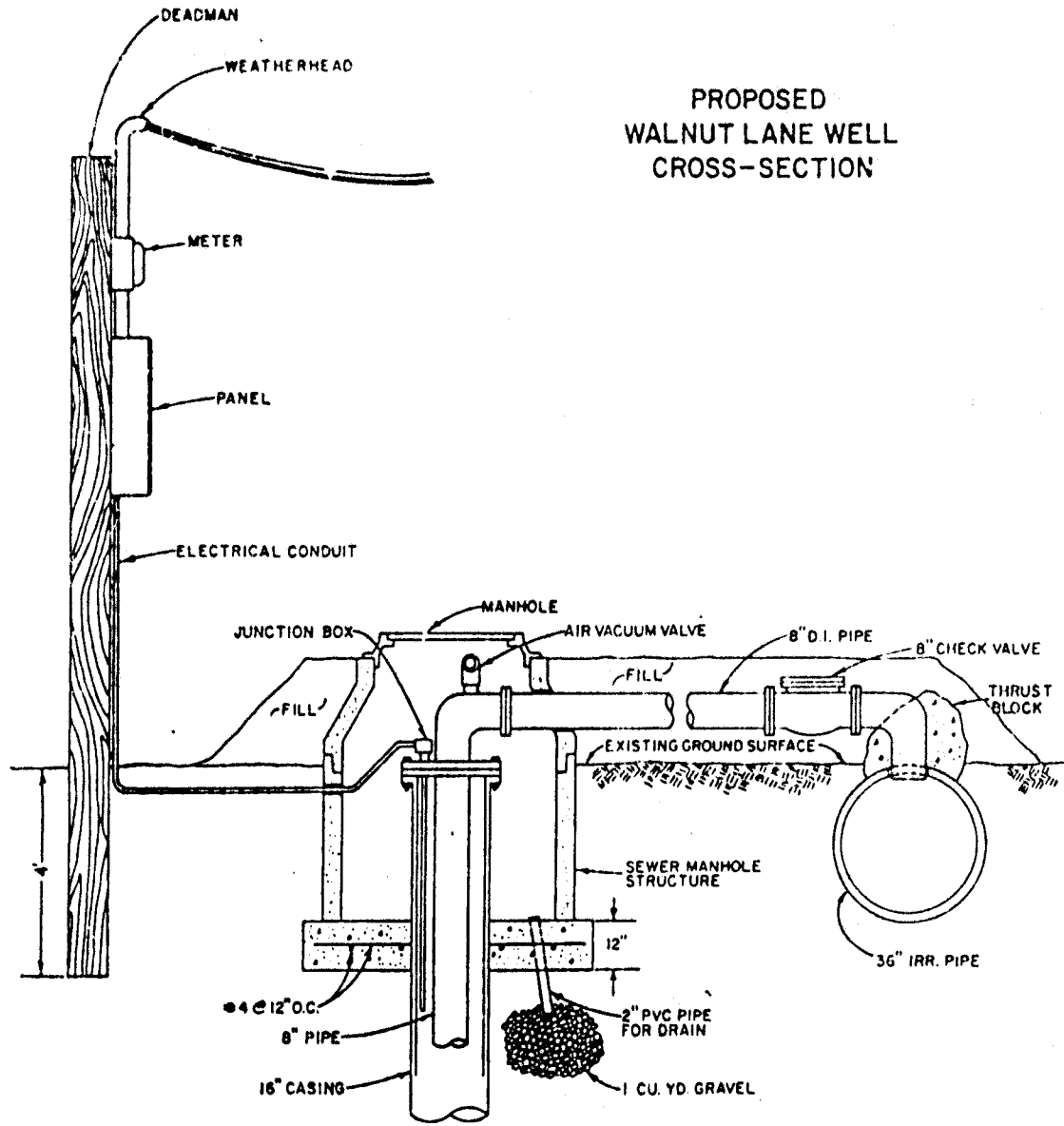
My commission expires:

11-15-85

Donna P. Kiskimen
Notary Public
Residing at Moab, Utah 84532



PROPOSED
WALNUT LANE WELL
CROSS-SECTION



4.1