

PERMANENT IRRIGATION EASEMENT

Ent 512330 Bk 831 Pg 799 - 804
Date: 28-JUN-2016 1:50:46PM
Fee: \$23.00 Cash
Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: HOTEL MOAB LLC

THE STATE OF UTAH §
 §
COUNTY OF GRAND §

GRANT OF PERMANENT IRRIGATION EASEMENT:

HOTEL MOAB, LLC and MOAB DEVELOPMENT TRUST whose address is PO Box 99, Moab UT 84532 ("GRANTORS"), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto Moab Irrigation Company whose address is PO Box 385, Moab, UT 84532 ("GRANTEES") (GRANTOR and GRANTEE are collectively referred to as the "Parties"), a permanent and non-exclusive easement ("the Permanent Easement") described as follows:

A 15.0 foot wide Irrigation line easement beginning at a point which bears South 1389.20 feet and West 667.10 feet from the North Quarter corner Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence South 00°38'00" East 89.11 feet; thence South 89°38'00" East 209.83 feet; thence North 89°33'00" East 87.80 feet; thence South 9.00 feet; thence North 89°26'00" East 103.95 feet; thence South 00°21'00" West 457.21 feet; thence North 85°27'00" West 15.04 feet; thence North 00°21'00" East 440.87 feet; thence South 89°26'00" West 103.85 feet; thence North 9.03 feet; thence South 89°33'00" West 72.79 feet; thence North 89°38'00" West 224.68 feet; thence North 00°38'00" West 104.08 feet; thence South 89°47'00" East 15.00 feet to the point of beginning. **SEE EXHIBIT B.**

("Easement Property")

Upon, in, over, under, along and across, together with the right of ingress and egress, the property(s) of GRANTORS which is more particularly described as follows:

**Parcels 1, 2, and 3
SEE EXHIBIT A**

PURPOSE OF EASEMENT:

The Property(s) may be used by GRANTEES AND OR ASSIGNS for the following purposes:

- (i) constructing, installing, maintaining, operating, inspecting, upgrading, repairing, and replacing an irrigation system, and related facilities on the Easement Property;
- (ii) constructing, installing, maintaining, operating, inspecting, upgrading, repairing, and replacing underground irrigation lines, irrigation lines, control boxes, and related facilities and equipment on the Easement Property; and

Also, GRANTEES are granted the right of ingress and egress upon, over, under, along, and across the Easement Property to accomplish the purpose described herein.

DURATION OF EASEMENT:

This Easement shall be permanent and irrevocable.

DOMINANT USE OF EASEMENT PROPERTY:

GRANTORS agrees that GRANTEES shall have the dominant right to use the Easement Property for the purposes stated above and GRANTORS shall make no use of the Easement Property that unreasonably interferes with GRANTEES use, including, but not limited to, the construction of stone walls, extensive landscaping or similar improvements that would impede GRANTEES access to the Facilities.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

WARRANTY:

GRANTORS hereby warranty the new line for a period of one (1) year from the execution of this Permanent Irrigation Easement.

MISCELLANEOUS:

GRANTORS or future landowners are responsible for all costs to remove/replace surface improvements that are placed on the easement should the company need to access the line at any time in the future.

BINDING EFFECT:

This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTORS do hereby bind themselves and their successors and assigns to WARRANT AND FOREVER DEFEND title to the said Easement herein granted unto GRANTEES, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof subject to the matters set forth herein.

WITNESS this the 28 day of June, 2016.

HOTEL MOAB, LLC

BY: 
Michael H. Bynum, Manager

MOAB DEVELOPMENT TRUST

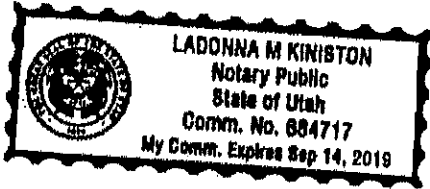
BY: 
Michael H. Bynum, Trustee

ACNOWLEDGEMENT

State of Utah)

County of Grand)

On the 20 day of June, 2016, personally appeared before me Michael H. Bynum, Manager for Hotel Moab, LLC the signer of the **PERMANENT IRRIGATION EASEMENT**, who duly acknowledged before me that he executed the same.



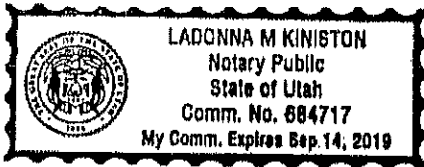
Ladonna M Kiniston
Notary Public

Residing in: Utah
My Commission Expires: Sept 14, 2019

State of Utah)

County of Grand)

On the 20 day of June, 2016, personally appeared before me Michael H. Bynum, Trustee, Moab Development Trust the signer of the **PERMANENT IRRIGATION**, who duly acknowledged before me that he executed the same.



Ladonna M Kiniston
Notary Public

Residing in: Utah
My Commission Expires: Sept 14, 2019

EXHIBIT A

PARCEL 1:

Beginning at a corner on the West right-of-way of 100 West Street, said corner bears North 169.1 feet, thence West 48.4 feet from the centerline monument at the intersection of 100 West and 100 North Streets, said point by record bears West 266.1 feet, thence South 1486.6 feet from the North ¼ corner Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence with the West right-of-way of 100 West Street South 0°21' West 457.3 feet to a corner, thence North 85°27' West 147.7 feet to a corner, thence North 80°05' West 16.9 feet to a corner, thence North 87°53' West 33.5 feet to a corner, thence South 76°45' West 4.8 feet to a corner, thence North 79°06' West 9.0 feet to a corner, thence along the arc of a 1292.5 foot radius curve to the right 57.2 feet (said curve has a chord which bears North 80°23' West 57.7 feet) to a corner, thence North 63°01' East 54.7 feet to a corner, North 22°23' East 20.5 feet to a corner, thence North 0°08' West 58.7 feet to a corner, thence along a fence line South 88°43' West 244.6 feet to a corner, thence North 52°27' East 60.6 feet to a corner, thence North 8°13' East 77.4 feet to a corner, thence North 0°34' West 229.2 feet to a corner, thence along a fence line South 89°38' East 210.1 feet, thence along a fence line North 89°33' East 87.8 feet to a corner on the West line of Manzaneres, thence south 9.0 feet to the Southwest corner of Manzaneres, thence North 89°26' East 103.9 feet to the point of beginning and containing 3.72 acres, more or less.

LESS any portion within 100 West Street and/or Williams Way.

(Parcel 01-001-0148)

PARCEL 2:

Beginning at a point which bears South 1815.2 feet and West 480.4 feet from the North ¼ corner, Section 1, T26S, R21E, SLM and proceeding thence South 0°12' East 58.9 feet; thence South 22°19' West 20.5 feet; thence South 62°57' West 54.7 feet to the North Right-of-Way of Williams Way; thence with said Right-of-Way with a curve to the left 146.53 feet, the chord of which bears North 84°59' West 146.53 feet; thence North 88°14' West 4.2 feet; thence with curve to the right 108.3 feet, the chord of which bears North 79°55' West 108.3 feet, thence North 62°06' West 28.5 feet to the South line of Davis tract; thence with said tract South 88°06' East 26 feet; thence North 52°23' East 86.8 feet; thence North 88°43' East 244.6 feet to the point of beginning.

(Parcel No. 01-001-0127)

EXHIBIT A

Parcel 3:

Beginning at a 3/8" spike which bears South 1389.2 feet and West 667.1 feet from the North Corner, Section 1, Township 26 South, Range 21 East SLM, and proceeding thence South 0 degrees 38' East 318.7 feet to a corner which bears 0.9 feet South and 0.1 feet East of a metal fence post; thence South 08 degrees 09' West 77.4 feet to a cedar post; thence South 52 degrees 23' West 147.6 feet to a double cedar post; thence North 88 degrees 06' West 58.5 feet to a cedar fence post; thence North 26 degrees 04' West 156.1 feet to a cedar fence post; thence South 89 degrees 45' West 43.2 feet to a cedar fence post; thence North 0 degrees 51' West 344.5 feet to a 3/8" spike; thence South 89 degrees 47' East 299.7 feet to the point of beginning. Bearings based on the centerline of 100 West Street (NO deg 17' E).

LESS: Beginning at a point which bears South 1872.7 feet and West 819.6 feet from the North X Corner of Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence with the South line of the Davis Tract North 88 degrees 06' West 32.5 feet; thence North 26 degrees West 25.8 feet; thence with the North Right of Way with the proposed Williams Way South 58 degrees 30' East 11.3 feet; thence with a curve to the left, the chord of which bears South 61 degrees 46' East 38.8 feet (Delta=6 degrees 33'05", Radius=339.25,

Tangent=19.42 feet, Length=38.79) to the point of beginning.

(Parcel No. 01-001-0158)

EXHIBIT B

