

PERMANENT IRRIGATION EASEMENT

Ent 531563 Dk 874 Pg 109-113
Date: 27-SEP-2018 10:28:00AM
Fee: \$16.00 Cash Filed By: VAR
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: MOAB DEVELOPMENT TRUST

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") upon, in, over, under, along and across, together with the right of ingress and egress, the property(s) of GRANTORS as more fully described in "Exhibit A" (the "Easement Property") and as illustrated by "Exhibit B."

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.

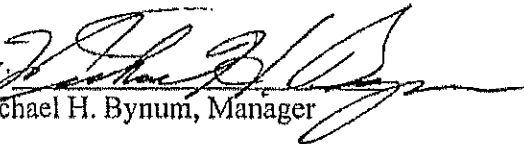
BINDING EFFECT:

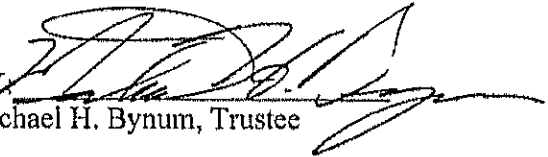
This agreement will run with the land, and will bind and inure to the benefit of the Parties hereto, and their respective successors and assigns. GRANTORS do hereby bind themselves and their successors and assigns to WARRANT AND FOREVER DEFEND title to the said Easement herein granted unto GRANTEES, 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 21 day of September, 2018.

HOTEL MOAB, LLC

MOAB DEVELOPMENT TRUST

BY: 
Michael H. Bynum, Manager

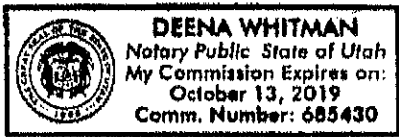
BY: 
Michael H. Bynum, Trustee

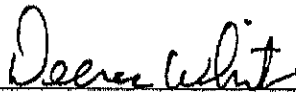
ACNOWLEDGEMENT

State of Utah)

County of Grand)

On the 21 day of September, 2018, 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.





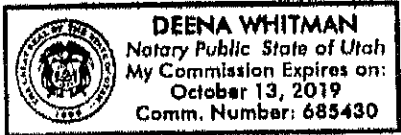
Notary Public

Residing in: Moab, UTah
My Commission Expires: October, 13 2019

State of Utah)

County of Grand)

On the 21 day of September, 2018, 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.



Deena Whit
Notary Public
Residing in: Moab, Utah
My Commission Expires: October 13, 2019

Exhibit A

A 15' Wide irrigation easement, located within the Northwest Quarter of Section 1, T26S, R21E, SLB&M, being more particularly described as:

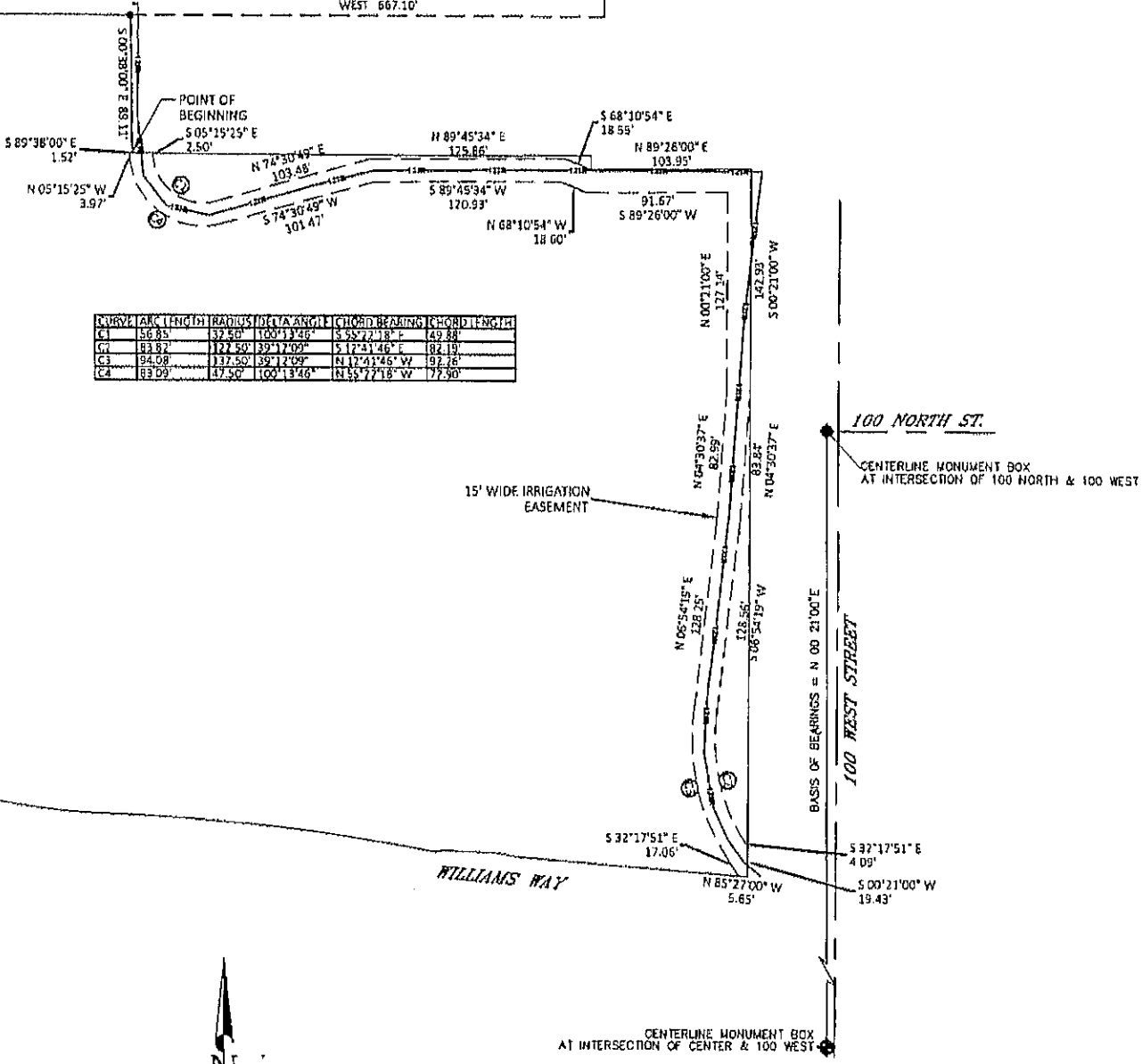
Beginning at a point on an existing irrigation easement, said point bears South 1388.07 feet and West 966.80 feet and South 00°38'00" East 89.11 feet from the North Quarter corner Section 1, Township 26 South, Range 21 East, SLM, and proceeding
thence along Grantor's parcel South 89°38'00" East 13.55 feet;
thence South 05°15'25" East 2.50 feet;
thence with a curve having a radius of 32.50 feet, to the left with an arc length of 56.85 feet, (a chord bearing of South 55°22'18" East 49.88 feet);
thence North 74°30'49" East 103.48 feet;
thence North 89°45'34" East 125.86 feet;
thence South 68°10'54" East 18.55 feet to a point on Grantor's parcel;
thence along said parcel North 89°26'00" East 103.95 feet to a point on the West right-of-way of 100 West Street;
thence along said right-of-way South 00°21'00" West 142.93 feet;
thence South 04°30'37" West 83.84 feet;
thence South 06°54'19" West 128.56 feet;
thence with a curve having a radius of 122.50 feet, to the left with an arc length of 83.82 feet, (a chord bearing of South 12°41'46" East 82.19 feet);
thence South 32°17'51" East 4.09 feet to a point on 100 West Street right of way;
thence along said right-of-way South 00°21'00" West 19.43 feet to Grantor's most Southeast parcel corner;
thence along Williams Way north right-of-way North 85°27'00" West 5.65 feet;
thence North 32°17'51" West 17.06 feet;
thence with a curve having a radius of 137.50 feet, to the right with an arc length of 94.08 feet, (a chord bearing of North 12°41'46" West 92.26 feet);
thence North 06°54'19" East 128.25 feet;
thence North 04°30'37" East 82.99 feet;
thence North 00°21'00" East 127.14 feet;
thence South 89°26'00" West 91.67 feet;
thence North 68°10'54" West 18.60 feet;
thence South 89°45'34" West 120.93 feet;
thence South 74°30'49" West 101.47 feet;
thence with a curve having a radius of 47.50 feet, to the right with an arc length of 83.09 feet, (a chord bearing of North 55°22'18" West 72.90 feet);
thence North 05°15'25" West 3.97 feet to and existing irrigation easement;
thence South 89°38'00" East 1.52 feet;
to the point of beginning, having an area of 12,982 square feet, 0.30 acres.

Ent 531563 Bk 0874 Pg 0112

WALNUT LANE

NORTH
QUARTER
CORNER
SECTION 3,
T26S, R21E,
S18&M

WEST 667.10'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	56.85	372.50'	100°13'46"	S 52°22'18" E	49.88'
C2	83.82	1122.50'	39°12'09"	S 17°41'46" E	82.10'
C3	94.08	1122.50'	39°12'09"	N 17°41'46" W	82.76'
C4	83.09	472.50'	100°13'46"	N 55°27'16" W	77.90'

15' WIDE IRRIGATION
EASEMENT

100 NORTH ST.

CENTERLINE MONUMENT BOX
AT INTERSECTION OF 100 NORTH & 100 WEST

100 WEST STREET

BASIS OF BEARINGS = N 00° 21'00"E

WILLIAMS WAY

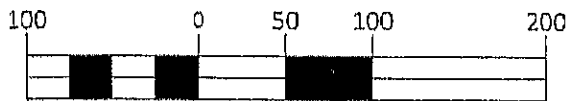
CENTERLINE MONUMENT BOX
AT INTERSECTION OF CENTER & 100 WEST

Ent 531563 Bk 0874 Pg 0113



30 South 100 East
Moab, UT 84532
435 269 8171

GRAPHIC SCALE



1" (INCH) = 100' (FEET)

EXHIBIT B

15' WIDE IRRIGATION
EASEMENT

Project 006-16

Date 9/19/18

Sheet 1 OF 1