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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Jones Waldo Holbrook & McDonough, PC
Attn: Marianne G. Sorensen
301 North 200 East, Suite 3-A
St. George, UT 84770

DOC # 20170045065

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Russell Shirts Washington County Recorder
11/07/2017 01:46:21 PM Fee \$ 55.00
By JONES WALDO HOLBROOK ETAL



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ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into as of the 31st day of October, 2017 (the "**Effective Date**"), by and among WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, **Grantor**, and HOWARD WENDELL JONES, BECKY C. JONES and HOWARD W. JONES AND BECKY C. JONES, TRUSTEES OF THE HOWARD W. JONES AND BECKY C. JONES FAMILY TRUST dated the 28th day of May, 1988, **Grantees** (sometimes collectively, the "**Parties**" and individually, a "**Party**").

RECITALS

A. Grantor is the owner of the real property more particularly described on Exhibit A attached hereto (the "**WCWCD Property**").

B. Grantees are the owners of the real property more particularly described on Exhibit B attached hereto (the "**Jones Property**").

C. Grantees access the Jones Property by use of a dirt road (the "**Road**") which crosses the WCWCD Property.

E. Grantor has agreed to grant to Grantees certain easement rights over a portion of the WCWCD Property, and the Parties have agreed to certain matters associated therewith, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access Easement Over the WCWCD Property. Grantor, as owner of the WCWCD Property, grants on and after the Effective Date to Grantees, as owners of the Jones Property and Grantees' successors, assigns, invitees, agents, contractors, tenants, employees or lawful occupants of the Jones Property (the "**Jones Permittees**"), for the benefit of the Jones

Property, a nonexclusive easement appurtenant to the Jones Property (the “**Easement**”), for ingress and egress by vehicular and pedestrian traffic upon, over and across the Road, as legally described on Exhibit C attached hereto and depicted on Exhibit D hereto (the “**Easement Area**”).

2. **Non-Exclusive Easement.** Grantees understand and agree that the Easement is non-exclusive, and as such, Grantor and its successors, assigns, invitees, agents, constructors, tenants, employees and lawful occupants and any other persons permitted by Grantor, may use the Easement Area for any lawful uses.

3. **No Warranties.** Grantor makes no representation or warranty, express or implied, that the Easement is adequate, suitable, or sufficient for Grantees’ use, or the use of the Jones Permitees. The Parties hereby acknowledge and agree that Grantees and the Jones Permitees use the Easement at their own risk.

4. **Relocation of Easement.** At its sole election and without Grantees’ approval, Grantor shall be entitled to relocate all or any portion of the Easement Area if such relocation is necessary due to the water level in Kolob Reservoir being raised, in which case a revised legal description and depiction of the relocated Easement Area shall be substituted in place of Exhibits C and D hereto. If the water level in Kolob Reservoir is raised so that water covers the WCWCD Property, Grantees shall have the right to raise the level of the ground on the WCWCD Property to the extent required for its continued access over the WCWCD Property. Grantees may, but shall not be obligated to, construct a new dirt road within the relocated Easement Area, at Grantees’ cost. The Easement, as relocated to the relocated Easement Area, shall continue to provide the Jones Permitees with access to and from the Jones Property. Grantees agree to cooperate and to cause each of the Jones Permitees to cooperate fully with Grantor in connection with any relocation of the Easement Area. Grantees agree to execute and deliver promptly all documents reasonably required by Grantor in connection with any relocation of the Easement Area.

5. **General Provisions.**

a. **Successors.** This Agreement shall run with the land and shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

c. **Modification and Termination.** This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of Grantees, and then only by written instrument duly executed and acknowledged by Grantees and recorded in the Office of the Washington County, Utah Recorder.

d. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the WCWCD Property or the Easement Area to the general

public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

e. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

g. Exhibits. All Exhibits referred to in this Agreement are considered an integral part of this Agreement and are hereby incorporated herein. This Agreement shall not be considered executed and/or complete until and unless such Exhibits shall be attached hereto.

[Remainder of page intentionally left blank. Signatures on following pages]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

GRANTOR:

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: [Signature]
Print Name: BONNIE W THOMPSON
Title: General Manager

STATE OF UTAH)
) ss.
COUNTY OF Washington)

On this 01 day of Oct., 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BONNIE W THOMPSON to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the General Manager of Washington County Water Conservancy District and that he/she executed such instrument on behalf of said district as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public: [Signature]
Printed Name: Melanie Massey
My Commission Expires: 03/24/2021

[Signatures continued on following page]

HOWARD WENDELL JONES

Howard Jones

STATE OF UTAH)

COUNTY OF Leas)

) ss.
)

On this 1 day of November, 2017, before me, the undersigned, a Notary Public, personally appeared Howard Jones, to me personally known or proved on the basis of satisfactory evidence to be the person who executed the foregoing instrument, who, being by me first duly sworn, acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: [Signature]
Printed Name: Keith J. Naylor
My Commission Expires: 6/5/21



BECKY C. JONES

Becky C. Jones

STATE OF UTAH)

COUNTY OF Leas)

) ss.
)

On this 1 day of November, 2017, before me, the undersigned, a Notary Public, personally appeared Becky Jones, to me personally known or proved on the basis of satisfactory evidence to be the person who executed the foregoing instrument, who, being by me first duly sworn, acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: [Signature]
Printed Name: Keith Naylor
My Commission Expires: 6/5/21



EXHIBIT A

Legal Description of the WCWCD Property

Land situated in the County of Washington, State of Utah, described as follows:

S: 35 T: 38S R: 11W PART NE1/4 NE1/4 SEC 35 T38S R11W

Tax Serial Number: 1019-B-HV

S: 36 T: 38S R: 11W W1/2 NE1/4; NW1/4 SE1/4; S1/2 NW1/4; E1/2 SW1/4 & SW1/4 SW1/4 SEC 36 T38S R11W.

LESS: PARCEL OF LAND LOC IN SW1/4 SE1/4 SEC 36 T38S R11W DESC AS FOL: COM AT S1/4 COR SD SEC 36; TH N00°01'49" W 649.09 FT TO POB; TH N00°01'49" W 762.18 FT TO BEG OF 117.86 FT NON-TNGT CUR RGT RAD PT LIES S05°33'02" E SD PT ALSO BEING AT HIGH WATER ELEV OF KOLOB RESERVOIR; TH ALG SD HIGH WATER ELEV FOL 8 CRSES, RN ELY 102.50 FT ALG ARC OF SD COR THRU CTL ANG OF 49°49'33"; TH S49°00'01" E 62.64 FT; TH S32°35'44" E 68.14 FT; TH S24°44'19" E 55.70 FT; TH S13°20'36" E 36.22 FT; TH S23°01'13" E 44.61 FT TO BEG OF 320.93 FT RAD NON-TNGT CUR LFT, RAD PT LIES N60°19'28" E; TH SLY 152.58 FT ALG ARC OF SD CUR THRU CTL ANG OF 27°14'22"; TH S84°17'30" E 32.77 FT; TH LEAV SD HIGH WATER ELEV, RN S00°01'49" E 313.41 FT; TH S77°59'18" W 370.91 FT TO POB.

Tax Serial Number: 1036-A-1-HV

S: 36 T: 38S R: 11W NW1/4 NW1/4 SEC 36 T38S R22W

Tax Serial Number: 1043-HV

EXHIBIT B

Legal Description of the Jones Property

Land situated in the County of Washington, State of Utah, described as follows:

PARCEL 1:

The Southeast quarter and the South 69.46 rods of the South one-half of the Northeast quarter of Section 34, Township 38 South, Range 11 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 35, Township 38 South, Range 11 West, Salt Lake Base and Meridian and running thence North 40 feet; thence Northwesterly 5700 feet, more or less, to a point South 1253 feet and West 426 feet from the Northeast corner of Section 34, Township 38 South, Range 11 West; thence Northwesterly to a point East 400 feet from the North quarter corner of Section 34; thence West 1060 feet; thence South 2640 feet to the center section line; thence East 660 feet to the center of Section 34; thence North 944.6 feet; thence East 8360 feet; thence North 375.4 feet; thence West 440 feet to the point of beginning.

PARCEL 2:

The South 69.46 rods of the North one-half of Section 35, Township 38 South, Range 11 West, Salt Lake Base and Meridian; the Southwest quarter of Section 35, Township 38 South, Range 11 West, Salt Lake Base and Meridian; the West one-half of the Southeast quarter and beginning at the Southeast corner of said Section 35 and running thence North 880 feet; thence North 60.30 West 407 feet; thence North 80 West 220 feet; thence North 383 feet; thence North 89 East 200 feet; thence South 69 East 400 feet, more or less, to a point 65.50 feet from the Southeast corner of the Northeast quarter of the Southeast quarter of Section 35; thence North along the East line of said Section 35, a distance of 1254.5 feet, more or less, to the East quarter corner; thence West 1320 feet; thence South 2640 feet; thence East 1320 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 35, Township 38 South, Range 11 West, Salt Lake Base and Meridian and running thence North 40 feet; thence Northwesterly 5700 feet, more or less, to a point South 1253 feet and West 426 feet from the Northeast corner of Section 34, Township 38 South, Range 11 West; thence Northwesterly to a point East 400 feet from the North quarter corner of Section 34; thence West 1060 feet; thence South 2640 feet to the center section line; thence East 660 feet to the center of Section 34; thence North 944.6 feet; thence East 8360 feet; thence North 375.4 feet; thence West 440 feet to the point of beginning.

PARCEL 3:

The South 944.6 feet of the West 440.00 feet of the Southwest quarter of the Northwest quarter of Section 36, Township 38 South, Range 11 West, Salt Lake Base and Meridian.

PARCEL 4:

Beginning at the West quarter corner of Section 36, Township 38 South, Range 11 West, Salt Lake Base and Meridian and running thence East 766.5 feet; thence Southeasterly to a point

150.0 feet West of the Southeast corner of the Northwest quarter of the Southwest quarter of Section 36; thence West 1045.0 feet, more or less, from a point 125.0 feet East of the Southwest corner of said Northwest quarter of the Southwest quarter; thence Northwesterly to a point 65.5 feet North of said Southwest corner of said Northwest quarter of the Southwest quarter; thence North 1254.5 feet, more or less, to the point of beginning.

PARCEL 5:

The Northwest quarter; the North one-half of the Northeast quarter; the West one-half of the Southwest quarter of Section 2, Township 39 South, Range 11 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following described property:

Beginning at the West 1/16 corner between Sections 2 and 11, Township 39 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°46'18" West 759.07 feet; thence North 16°39'17" East 2732.49 feet to the center West 1/16 corner of said Section 2; thence South 00°31'39" West 2614.95 feet to the point of beginning.

PARCEL 6:

All of sectional Lots 1, 2 and 3; the Southwest quarter of the Northeast quarter; the West one-half of the Southeast quarter; the Southeast quarter of the Southeast quarter, also beginning at a point East 30 rods from the Northwest corner of the Southwest quarter of the Southwest quarter of Section 3, Township 39 South, Range 11 West, Salt Lake Base and Meridian and running thence East 130 rods; thence South 80 rods; thence West 58 rods; thence Northwesterly to the point of beginning.

PARCEL 7:

All of sectional Lot 4; the Southeast quarter of the Northwest quarter and the North one-half of the Southwest quarter of Section 3, Township 39 South, Range 11 West, Salt Lake Base and Meridian.

PARCEL 8:

Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 10, Township 39 South, Range 11 West, Salt Lake Base and Meridian and running thence Southwesterly 92.19 rods to a point 60 rods West of a point 10 rods North of the quarter corner between Sections 10 and 11; thence Northwesterly 214.4 rods to a point which lies East 22 rods from the Northwest corner of the Northeast quarter of the Northwest quarter; thence East 218 rods to the Northeast corner of Section 10; thence South 80 rods to the point of beginning.

Tax Serial Numbers: 1033-HV, 1034-A-HV, 1036-B-HV, 1037-A-HV, 1049-A-HV, 1050-HV, 1051-HV and 1055-HV

EXHIBIT C

Legal Description of the Easement Area

A 60.00 FOOT INGRESS AND EGRESS EASEMENT, DESCRIBED AS 30.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT S89°36'16"E ALONG THE 1/4 SECTION LINE 440.00 FEET AND N00°15'35"W 32.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 36, T38S-R11W, S.L.B.&M. RUNNING THENCE N90°00'00"E 40.00 FEET; THENCE N53°00'00"E 135.00 FEET; THENCE N20°00'00"E 195.00 FEET; THENCE N17°00'00"W 125.00 FEET; THENCE N08°00'00"E 85.00 FEET; THENCE N45°00'00"E 255.00 FEET; THENCE N11°00'00"E 110.00 FEET; THENCE N08°00'00"W 110.00 FEET; THENCE N36°00'00"W 360.00 FEET; THENCE N44°00'00"W 310.00 FEET; THENCE N59°00'00"W 320.00 FEET; THENCE N52°00'00"W 450.00 FEET; THENCE N05°30'00"W 495.00 FEET; THENCE N16°00'00"E 105.00 FEET; THENCE S57°00'00"E 445.00 FEET; THENCE S52°00'00"E 625.00 FEET; THENCE N64°00'00"E 145.00 FEET MORE OR LESS TO THE CENTERLINE OF AN EXISTING COUNTY ROAD.

Tax Serial Numbers: 1019-B-HV, 1043-HV AND 1036-A-1-HV

