

When recorded return to:  
Horseshoe Irrigation Company  
PO Box 319  
Spring City, Utah 84662

Ent 174464 Bk 611 Pg 542  
Date: 09-DEC-2010 5:02:04PM  
Fee: \$22.00 Check  
Filed By: TAJ  
REED D HATCH, Recorder  
SANPETE COUNTY CORPORATION  
For: HORSESHOE MOUNTAIN IRRIGATION  
CO  
9 10-4E

## WATER PIPELINE EASEMENT AGREEMENT

THIS AGREEMENT is made among CARL V. TIMM TRUSTEE, ("Grantors") and the Horseshoe Irrigation Company ("Grantee").

### AGREEMENT PURPOSES

Grantee is constructing a pipeline to replace an existing open concrete lined ditch, as generally depicted on Exhibit 1 attached. Grantors hereby grant and convey to Grantee, without warranty, a permanent, non-exclusive 25 foot wide easement for the pipeline and associated equipment over the Grantors' property described in Exhibit 2 attached. Grantors also grant and convey a wider temporary easement for construction activities. This Agreement is intended to memorialize the understanding of the parties regarding these easements.

### AGREEMENT TERMS

In consideration of the mutual covenants described here, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Permanent 25 Foot Easement for Permanent Uses.

(a) Grant of Easement. Grantors hereby grant and convey to Grantee a permanent easement of 25 feet in width on, over, under, across, and through the land of Grantors described in Exhibit 2, for the construction, use, operation, maintenance, inspection, repair, replacement and improvement of a water pipeline, not to exceed 24 inches in diameter, together with all appurtenant and/or associated vents, access ways, valves, cathodic protection devices, power and communication facilities, and other reasonable and necessary related above ground and subsurface structures, fixtures, equipment and features, and together with reasonable ingress and egress to the easement over other lands of Grantors.

(b) Non-conflicting Uses. Grantors shall have the right to occupy and use the surface for farming and livestock operations, flatwork, roadways, pavement and landscaping (species of trees and bushes shall be reasonably approved in advance by Grantee). Grantors shall not build, install, or otherwise place upon any easement described in this Agreement any permanent structure, including but not limited to masonry fences or buildings. Grantors shall not build, install, or otherwise place upon any easement described in this Agreement any power lines, large signs, large lighting poles or other structure which unreasonably interferes with, or renders more difficult or expensive, Grantee's use of any easement described in this Agreement

or that otherwise violates the terms of the Agreement. Upon demand of Grantee, any prohibited structure shall be removed within a reasonable time. The land subject to the permanent 25 foot easement may be reasonably used by Grantors, or licensees of Grantors, for buried utilities necessary for development of adjoining lands of Grantors, with the prior written reasonable approval of Grantee. Grantee shall not be responsible to replace or repair underground utilities damaged or destroyed in the course of Grantee's reasonable enjoyment or use of any easement described here, but Grantee will make efforts reasonable under the circumstances to conform to any applicable Blue Stakes or similar statutory notice requirements.

(c) **Right to Confirm Easement Location to As-Built Center of Pipeline.** Upon construction Grantee may conform the location of the center of the above-described permanent 25 foot wide easement to the center line of the as-built pipeline by recording a survey of the as-built centerline of the pipeline. Such recorded survey shall control over Exhibit 2 attached.

2. Additional Wider Temporary Easement for Construction Uses.

(a) **Grant of Easement.** Grantors hereby grant and convey to Grantee an additional temporary easement, 25 feet on each side of the 25 Foot Permanent Easement (75 foot width total) on, over, under, across, and through the land of Grantors as described in Exhibit 2, for temporary uses for excavation, staging and placement of pipe, equipment and spoils, and all other reasonable and necessary temporary uses for the initial construction and testing of the pipeline, equipment, fixtures, features and facilities to be installed in or on the 25 Foot Permanent Easement described above.

3. Restoration, Worksite Maintenance.

(a) **Grantee's Duty to Repair Construction Damage.** Grantee and its contractors shall, without expense to Grantors, reasonably: (i) within a reasonable time following construction and testing, refill and reshape and compact as reasonable all excavations, remove excess materials, grade and replace soil, restore fences and gates, and otherwise restore the land and personal property as near as reasonably possible to its pre-construction condition.

(b) **Grantee Duty to Maintain Worksite during Construction.** During construction or reconstruction, the Grantee and its contractors will impose reasonable work hours and reasonable after hours restrictions on noise and light, take reasonable steps to close gates or provide temporary cattle crossings, reasonably pick up all trash, maintain reasonable speeds on access roads, take reasonable steps to provide temporary fencing for livestock, and take other steps reasonable, necessary and customary to reasonably minimize disruption to the use and enjoyment of adjoining lands.

4. General Provisions.

(a) Assignments and Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**GRANTORS:**

To CARL V. TIMM TRUSTEE  
PO BOX 452  
SPRING CITY, UT 84662

To

**GRANTEE:**

Horseshoe Irrigation Company  
PO Box 319  
Spring City, Utah 84662

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(b) Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce the provision. Waiver of any breach of any provision by either party shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

(c) Prior Agreements. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the subject matter hereof.

(d) Changes in Writing. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument executed by both parties.

(e) Authority. Those persons signing as representatives of the parties hereto represent and warrant that they have been duly authorized to sign as officers and on behalf of the party they represent, either through a vote of their board of directors or a vote of the school board.

**GRANTOR:**

[Signature] TRUSTEE

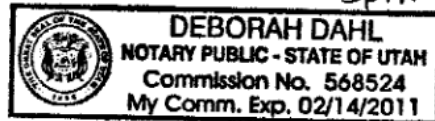
Date: 12-1-2010

STATE OF UTAH )  
 :ss.  
COUNTY OF SANPETE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2010,  
by Carl V. Timm.

[Signature]  
Notary Public 586 S. 200 W.  
Spring City, Ut.

GRANTOR:



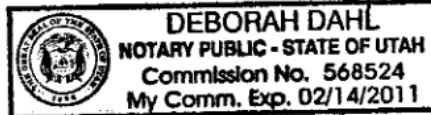
[Signature]

Date: Dec 1 2010

STATE OF UTAH )  
 :ss.  
COUNTY OF SANPETE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December  
2010, by Carl V. Timm of Spring City, Ut.

[Signature]  
Notary Public 586 S. 200 W.  
Spring City, Ut.



GRANTEE:

*Randy Strate*

By: Randy Strate, President  
Horseshoe Irrigation Company  
Date:

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF ~~SANPETE~~ )  
 SALT LAKE )

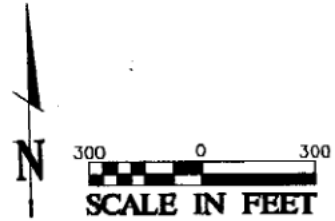
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2010, by Randy Strate, President, Horseshoe Irrigation Company.

*Pat W Taggart*  
\_\_\_\_\_  
Notary Public



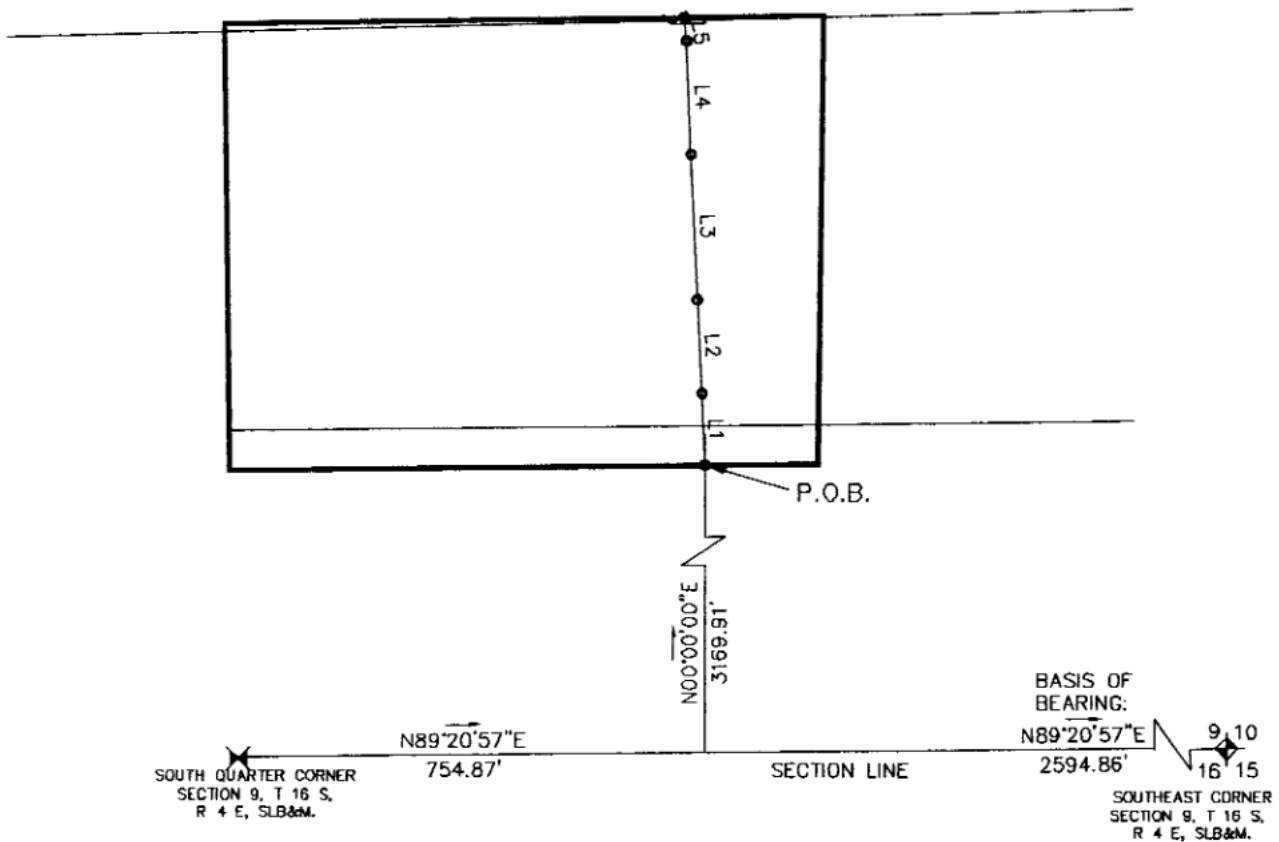
**EXHIBIT 1**

LINE TABLE		
LINE	LENGTH	BEARING
L1	127.14	N02°06'29"W
L2	163.45	N02°53'20"W
L3	258.52	N02°20'13"W
L4	199.07	N02°06'43"W
L5	41.89	N05°50'23"W



**LEGEND**

- EXISTING FENCE
- EXISTING IRRIGATION LINE
- PROPERTY LINE



PLOT SCALE: 1"=300'  
 FILE NAME: EASEMENT.DWG

**HORSESHOE IRRIGATION COMPANY**  
**HORSESHOE MOUNTAIN ESTATES**  
**TIMM EASEMENT**

SCALE: 300  
 DATE: 10-18-10  
 SHEET NO. 1 OF 1

Parcel 27349 X1

EXHIBIT 2

Timm Easement

Commencing at the South Quarter Corner of Section 9, Township 16 South, Range 4 East, Salt Lake Base and Meridian; thence North  $89^{\circ}20'57''$  East 754.87 feet and North  $00^{\circ}00'00''$  East 3169.91 feet to the Point of Beginning, being on the Grantor's South property line; thence North  $02^{\circ}06'29''$  West 127.14 feet; thence North  $02^{\circ}53'20''$  West 163.45 feet; thence North  $02^{\circ}20'13''$  West 258.52 feet; thence North  $02^{\circ}06'43''$  West 199.07 feet; thence North  $05^{\circ}50'23''$  West 41.89 feet, more or less, to the Grantor's North property line, being the Point of Ending.