

EASEMENT AND GRANT OF PIPELINE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of ONE DOLLAR & NO/100ths (\$1.00) and other good and valuable consideration, paid to RICHARD L. GLANTZ, individually and doing business as ORION DEVELOPMENT, hereinafter referred to as "GRANTOR" by TOWN OF BRIANHEAD, a municipal corporation, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, convey, and warrant unto GRANTEE, its successors and assigns the existing pipeline and a perpetual easement with the right to erect, construct, install, and thereafter, use, operate, inspect, repair, maintain, replace, and remove water lines, roads, and water storage tanks and associated equipment, over, across, and through the lands of GRANTOR, situate in Iron County, State of Utah, together with the right of ingress and egress, over the adjacent lands of GRANTOR, its successors and assigns, for the purposes of this easement.

The easement shall be two (2) rods in width, the center line being described as follows:

Beginning at a point where the Snoshoe 6" line connects onto the Town of Brianhead water system, said point also described approximately as East 910 feet and North 1220 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian and running thence along the existing pipeline described approximately as follows: North 8°30' East 110 feet; thence East 15 feet; thence North 6°30' West 60 feet; thence North 13°30' West 50 feet; thence North 23°30' West 60 feet; thence North 29° West 275 feet; thence North 16°30' East 25 feet; thence North 28°30' West 140 feet; thence South 61°10' West 95 feet to the end of the line.

The consideration herein above recited shall constitute payment in full for any damages to the lands of GRANTOR, its successors and assigns by reason of installation, operation, and maintenance of the water lines, roads, and water storage tanks and associated equipment, referred to herein. The GRANTEE covenants to maintain the easement in good repair, so that no unreasonable damage will result from its use to the adjacent lands of GRANTOR, its successors and assigns.

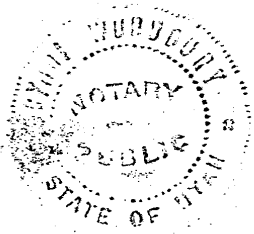
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has affixed his name  
this 18th day of July 1979.

*Richard L. Glantz*  
RICHARD L. GLANTZ, individually and  
doing business as ORION DEVELOPMENT

STATE OF UTAH     )  
                          :SS  
County of Iron    )

On the 18th day of July 1979 personally appeared before me  
RICHARD L. GLANTZ the signer of the above instrument, who duly  
acknowledged to me that he executed the same.



*Cyndi Woodbury*  
NOTARY PUBLIC  
Residing at Cedar City, Utah  
Commission Expires: September 1, 1982

210301

Recorded at Willard R. Bishop  
Request of Joan W. Wasden, Iron  
Date Jul 20 1979 5 P.M. Fee 5.00 Bk. 252 Page 599-600  
County Recorder  
By *Cora J. Fleet* Deputy  
Ord.  Ind'd  Abst'd  Proof