

Recorded at Request of Western Land Sept 2  
at 2:45 P.M. Fee Paid \$ 8.00 Casalyne Madsen  
by Charlotte Jensen Dep. Book 0-215 Page 446 Ref.: 289782  
Mail tax notice to Heidi Kennelly Address P.O. Box 681  
Duchesne, Utah 84021

# WARRANTY DEED

Gilbert E. Gooch and Roe Ann S. Gooch  
of Salt Lake City, County of Salt Lake, State of Utah, hereby  
CONVEY and WARRANT to  
Heidi Kennelly

of Duchesne, Utah grantee  
Ten and ----- for the sum of  
and other good and valuable considerations. No/100 DOLLARS.  
the following described tract of land in Duchesne County,  
State of Utah:

All of LOTS 184 and 185 of Pinion Retreat Subdivision, also LOT 628  
of Plat 2 Pinion Ridge Sub-Division, according to the official Plat  
thereof, as recorded in the Duchesne County Court House, Duchesne, Utah.

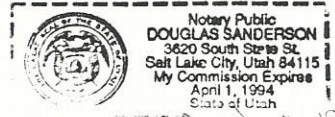
SUBJECT TO: Easements, Restrictions, Reservations of Record, and Taxes  
for 1992 and Thereafter.

WITNESS, the hand of said grantor, this 31st day of  
August, A. D. 1992

Signed in the Presence of  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ } Gilbert E. Gooch  
Roe Ann S. Gooch

STATE OF UTAH,  
County of Salt Lake ss.

On the 31st day of August, A. D. 1992  
personally appeared before me  
Gilbert E. Gooch and Roe Ann S. Gooch  
the signers of the within instrument, who duly acknowledged to me that they executed the  
same.



My commission expires April 1, 1994 Residing in Salt Lake City  
\_\_\_\_\_  
Notary Public.

thence S. 1°07'42" W. 208.74 feet; thence S. 4°16'36" E. 322.21 feet; thence S. 10°31'04" E. 132.55 feet; thence S. 13°23'06" E. 136.11 feet; thence S. 6°23'30" E. 81.16 feet to a point on the South property line of the Crystal Ranch, said point lies 1641.57 feet North and 491.20 feet East from the South 1/4 corner of Section 33, T.2N., R.4W., U.S.M.

During construction the right-of-way shall be 17 1/2 feet on each side of the foregoing described centerline.

It is agreed by the parties hereto:

1. District will, in advance of construction, adequately stake the centerline to the satisfaction of Owner. The pipeline shall be buried to a dept of six feet.
2. District will stockpile all removed material to the West side of the centerline, will refill the trench, plant grass on the disturbed area, and remove from Owner's land all surplus rocks and brush as directed by Owner.
3. District and its contractor shall endeavor to minimize the removal of trees and shrubs. Grass and other plants, not including trees and shrubs, shall be re-planted in such manner as to restore the premises to as close to pre-construction condition as is reasonably possible.

District will replace any destroyed fences with new fences and new posts with new sheep wire fencing.

District will replace and restore any ditches destroyed by construction activity.

District will replace and restore any culverts or water crossings removed or destroyed during construction.

After construction and installation of the water pipeline, District shall reconstruct the road

upon which the easement is located with road base and gravel together with all irrigation water crossings, fences and shall install not exceeding two gates across the road at locations chosen by Owner at no cost to Owner and shall place rock barriers to the side of the gates to impede trespass around the gates.

4. District shall take precautions to prevent and suppress fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a burning permit.

5. District shall exercise diligence in protecting from damage the land and property of Owner covered by and used in connection with the easement and shall pay the Owner for any damage resulting from negligence or from the violation of the terms of the easement or by any agents or employees of the District acting within or without the scope of their agency or employment. District shall fully repair all damage to Owner caused by the District in the exercise of the privilege granted by the easement.

6. District shall complete its construction operations on Owner's property within ninety (90) days from its initial entry on Owner's land, including backfilling and land restoration. Restoration of grass and other plants shall continue thereafter as appropriate. District shall carry on all operations in a skillful manner, having due regard for the safety of employees; and shall safeguard all trenches immediately upon digging with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations for the protection of both children and adults and animals or which otherwise shall imperil the life, safety or property of other persons and shall plank over any trenches to accommodate persons, vehicles and horses



in traveled areas or areas designated by Owner until filling occurs.

7. During construction, any breach of this agreement shall not entitle the Owner to terminate the easement but shall entitle the Owner to damages caused by said breach. After installation and the construction of the culinary water pipeline and the appurtenant parts thereof on the Owner's property, the easement may be terminated upon breach of any of the conditions herein.

8. The easement is not exclusive; that is, Owner reserves the right to use or permit others to use any part of the easement area for any purpose, provided such use does not interfere with the rights and privileges granted to the District by the easement.

The easement described in the Deed of Easement limits the use of the easement area, and nothing contained herein shall be construed to grant to the District the right to explore for water or to drill a well or to construct a building in the easement area.

9. District by acceptance hereof agrees to indemnify and save Owner, employees, or any other person harmless from any and all liability or cause of action resulting directly or indirectly from District's construction, operation or maintenance of said pipeline caused directly or indirectly by District, its employees, agents, contractors or subcontractors whether they be independent or not and whether or not said actions are authorized or unauthorized by District.

10. As further consideration for the easement, District shall install one (1) water connection on Owner's premises at a location on District's pipeline as designated by Owner, and a water line to within 50' of the residence on the ranch.

11. District shall protect the scenic aesthetic values of the area of the easement, and

the adjacent land, as far as possible in the authorized use, during construction, operation, and maintenance of the improvements including the ponderosa pines.

12. District shall be responsible for prevention and control of soil erosion and gulying on lands covered by the easement and those adjacent thereto, resulting from construction, operation, maintenance, use, and termination of the easement.

13. District agrees and covenants that it has no right to any of Owner's water or water rights and in further consideration of premises by acceptance hereof covenants that it will not make or file application for any water rising on or flowing over Owner's lands under any water certificate granted by state or Federal authority now held by Owner. District further agrees that it will not attempt to acquire any of Owner's water rights by right of eminent domain.

14. The easement is not transferable except to a successor in interest who maintains and operates the culinary water system for which the easement is granted. If the District through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the Owner situated on the land described in the easement and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, the easement shall be subject to cancellation.

15. If either party to this agreement shall change address, such party shall notify the other in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this *27th*  
day of August, 1992.

CRYSTAL RANCH

By Mark Crystal  
Mark Crystal

DUCHESNE COUNTY UPPER  
COUNTRY WATER IMPROVEMENT  
DISTRICT

By Ted Kappen  
Its \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF Utah ) :ss.

On the 27<sup>th</sup> day of August, 1992, personally appeared before me, Mark Crystal, who being by me duly sworn did say that he the said authorized agent of the owner of Crystal Ranch and that the within and foregoing instrument was signed in behalf of said owners by authority of its owner and said Mark Crystal duly acknowledged to me that he executed the same.



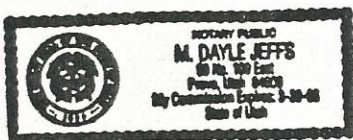
M Doyle Jeffs  
Notary Public  
Residing at Provo, Utah

STATE OF UTAH )  
COUNTY OF Duchesne ) :ss.

On the 28<sup>th</sup> day of August, 1992, personally appeared before me, Ted Kappen, who being by me duly sworn did say that he the said Ted Kappen is chairman of Duchesne County Upper Country Water Improvement District, and that the within and foregoing instrument was signed in behalf



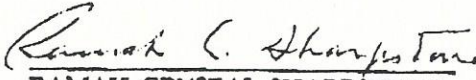
of said corporation by authority of a resolution of its Board of Directors, and said  
Ted Kappen duly acknowledged to me that said corporation executed the  
same.



M. Dayle Jeffs  
Notary Public  
Residing at Provo, Utah

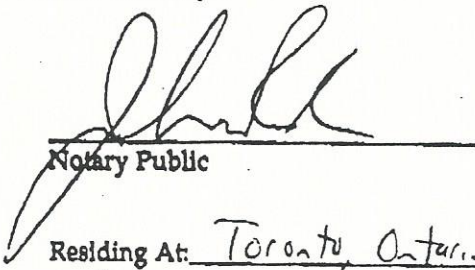
SPECIAL POWER OF ATTORNEY

I, RAMAH CRYSTAL SHARPSTONE, do hereby appoint my brother, MARK H. CRYSTAL, as my attorney-in-fact to represent me in all matters concerning the granting of an easement for a buried water pipeline and control facilities along a private roadway on the Crystal Ranch as more particularly described in Schedule "A" attached hereto to Duchesne County Upper Country Water Improvement District, including and limited to the negotiating of a deed of easement and related agreement and the signing of such instruments on my behalf.

  
RAMAH CRYSTAL SHARPSTONE

PROVINCE OF ONTARIO )  
                                  )  
                                  )

On the 25<sup>th</sup> day of August, 1992, personally appeared before me, Ramah Crystal Sharpstone, who being duly sworn did acknowledge that she executed the foregoing Special Power of Attorney.

  
Notary Public

Residing At: Toronto, Ontario,  
Canada

