

STORM DRAINAGE EASEMENT GRANT

For valuable consideration, the sufficiency of which is hereby acknowledges, Don R. Tuft, Trustee and Jane K. Tuft, Trustee, Tuft Family Trust (herein: Grantor) of Moab, County of Grand, State of Utah, hereby grants, warrants, and conveys a nonexclusive easement for municipal storm drainage improvements to the City of Moab, a Utah municipal corporation (herein: Grantee), as set forth herein.

EASEMENT GRANT

1. Easement Property. Grantor hereby conveys an easement to the City over, under, and across the lands in the County of Grand, State of Utah, more particularly described in the attached Exhibit A ("Easement Property"). Grantor warrants good and marketable title to the Easement Property, free and clear of any liens or encumbrances.
2. Purpose. The purpose of the easement shall be for the construction, maintenance, and repair of an underground storm drainage pipeline and related improvements for the conveyance and treatment of municipal storm water runoff.
3. Maintenance, Right of Entry. The storm drainage facilities shall be maintained by the City at its sole expense. City personnel or authorized representatives shall be permitted to enter upon the Easement Property for maintenance, inspection, construction, or other purposes consistent with the operation of municipal storm drainage systems at all times, and without prior notice.
4. Nonexclusive Use, No Construction Within the Easement. The City's use of the Easement Property shall be non-exclusive with respect to the use by the Grantor or any successors in title. Grantor covenants, on their own behalf and on behalf of successors, that no permanent improvements, i.e. buildings, fences, or the like, shall be constructed within the Easement Property. Any encroaching improvements are subject to removal without compensation to any other party.
5. Easement to Run with the Land. The easement granted herein shall run with and bind the lands described in perpetuity, unless terminated or abandoned as set forth below.
6. Termination. This easement shall not terminate by abandonment, non-use, or otherwise, except where removal of the pipeline and related facilities is coupled with a written and recorded instrument executed by the City indicating its relinquishment of the easement.
7. Enforcement. Prior to commencing any action to enforce this easement, the affected party shall serve upon any party alleged to be in breach a written notice providing a period of not less than thirty (30) days in which to cure or abate the offending condition, except that in case of emergency it shall not be necessary to

COURTESY RECORDING
This document is being recorded solely as courtesy and an accommodation to the parties named herein. South Eastern Utah Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

deliver notice and an opportunity to cure prior to seeking enforcement. In any judicial proceeding to enforce this easement remedies shall include injunctive/declaratory relief, damages, or both, together with reasonable attorney fees and court costs to the substantially prevailing party.

8. Venue, Controlling Law. Venue for any dispute concerning this easement shall be in the Seventh Judicial District Court, Grand County, Utah. The easement is governed by Utah law. In any enforcement proceeding trial shall be to the Court, and not to a jury.
9. Authority of Signatories. This instrument constitutes a valid and binding conveyance on behalf of the parties described below. The signatories each warrant authority to sign for and bind their respective entities.

EXHIBIT A

The Easement Property covers a 15.0 ft. wide strip of property in Section 1, T 26 S, R 21 E, SLM, Moab City, Grand County, Utah, more particularly described as follows:

BEGINNING AT A CORNER WHICH BEARS N 52°33' E 1024.5 FT FROM THE SW CORNER SECTION 1, T 26 S, R 21 E, SLM, AND PROCEEDING THENCE N 03°15'E 434.1 FT., THENCE S 89°27'E 15.0 FT., THENCE S 03°15'W 419.9 FT., THENCE S 48°21'W 21.2 FT TO THE POINT OF BEGINNING.

STORM DRAINAGE EASEMENT AGREEMENT

Approved and accepted on this 30th day of MAY, A.D. 2006

GRANTOR: Don R. Tuft, Trustee and Jane K. Tuft, Trustee, Tuft Family Trust

Don R. Tuft TRUSTEE
Don R. Tuft, Trustee

Jane K. Tuft TRUSTEE
Jane K. Tuft, Trustee

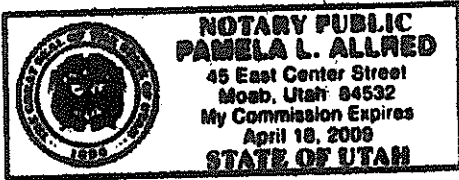
STATE OF UTAH)
County of Grand) §.

On the 30th day of May, 2006, Don R. Tuft and Jane K. Tuft, the signers of the above instrument, personally appeared before me and acknowledged that they executed same. Witness my hand and official seal.

Pamela L. Allred
Notary Public, State of Utah

Address: 45 E. Center, Moab, Grand Cnty, Utah

My commission expires: 4-18-09



GRANTEE: City of Moab, a Utah municipal corporation.

CITY of MOAB

By: David L. Sakrison
David L. Sakrison, Mayor

ATTEST:
Rachel Ellison
Rachel Ellison, City Recorder