

When Recorded Return to:
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P.O. Box 812
St. George, UT 84771

00755363 Bk 1454 Pg 0658
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2902 MAR 01 16:46 PM FEE \$16.00 BY LP
FOR: DIXIE TITLE CO

RIGHT-OF-WAY EASEMENT

Eaglebrook Corporation, a Utah corporation, and **R.C. Tolman and Arleen Ann Tolman, as Trustees of the R.C. Tolman and Arleen Tolman Revocable Family Trust under agreement dated June 19, 1996** (collectively "Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to **Ledges Land, LC**, a Utah limited liability company, and its successors and assigns, ("Grantee"), a perpetual right-of-way easement for (1) ingress and egress of vehicular and pedestrian traffic; (2) the construction, reconstruction, operation, maintenance, repair, replacement, and removal of water, electrical and communications lines and all necessary or desirable accessories and appurtenances thereto, including, without limitation, supporting manholes, vaults and cabinets; and (3) the reconstruction, operation, maintenance, repair, replacement, and removal of a water well or other water pumping facility and all necessary or desirable accessories and appurtenances thereto. The easement is on, over, under, above and across a parcel of land located in Washington County, Utah, and described on Exhibit A, which is attached hereto and incorporated herein.

Grantee shall have a reasonable right of access to the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the easement clear of all brush, trees, structures, rocks and other hazards or obstructions which might endanger Grantee's facilities or impede Grantee's activities on, or use of, the easement.

Grantee shall have no obligation to maintain or improve the easement; provided, however, Grantee shall repair all damages caused to the easement as a result of Grantee's activities on, or use of, the easement.

Grantor shall be entitled to use the easement jointly with Grantee for ingress and egress of vehicular and pedestrian traffic. However, at no time shall Grantor place, use, or permit any obstructions or buildings, structures or other improvements, equipment or material of any kind on or within the boundaries of the easement that will interfere with Grantee's use and enjoyment of the easement or engage in any activity on or within the

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boundaries of the easement that will interfere with Grantee's use and enjoyment of the easement. Specifically, and without the limiting the foregoing, Grantor shall not permit any use on the easement which will interfere with, or damage, the water well on the easement or which, because of its proximity to the water well, will constitute a violation of federal, state or local law or will cause the water well to be in violation of such law.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 1st day of March, 2002.

Eaglebrook Corporation

By: *B.C. Tolman*
President

R.C. Tolman and Arleen Ann Tolman, as Trustees of the R.C. Tolman and Arleen Tolman Revocable Family Trust under agreement dated June 19, 1996

By: *R.C. Tolman*
Trustee

By: *Arleen Ann Tolman*
Trustee

*W
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STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 1 day of March, 2002, by R.C. Tolman, President, R.C. Tolman, Trustee, and Arleen Ann Tolman, Trustee.

Kristi Zitting
NOTARY PUBLIC
Address: 205 E Tabernacle St. George UT 84770
My Commission Expires: 4/18/04



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Ret*

L. R. POPE ENGINEERING, INC.

1240 East 100 South • #15 B • St. George, Utah 84790 • (435) 628-1676 • (435) 628-1788 Fax

Easement Description

**100.00 foot Radius Protection Easement for Well #3
on Tolman Property in favor of Ledges Land L.C.
(1-28-02)
(EASMENT #3)**

A 100.00 foot radius circle being the perimeter boundary for a protection zone easement for an existing well site the center of which is described as follows: beginning at a point N 89°46'26" E 777.01 feet along the Section Line and S 00°00'00" W 44.00 feet from the East ¼ Corner of Section 23, Township 41 South, Range 16 West, Salt Lake Base and Meridian said point being the center of a 100.00 foot radius circle being the perimeter boundary of said easement.

L.R. Pope Engineering
L. Ried Pope, PE, PLS

*QW
1/27/02*