

FILED REQUEST; AUSTIN WARDLE DATED: JAN 13, 1998
@ 1:30 P.M. RECORDED: BOOK 165, PAGES 929-933
OFFICIAL RECORDS, WAYNE COUNTY UTAH RECORDS. LOMA
BLACKBURN RECORDER. **127330**

Post-it* Fax Note 7671		Date 1/13/98	# of pages 5
To Lee Wardle		From Todd Mas... [unclear]	
Co./Dept.		Co	
Phone #		Phone #	
Fax # 437-3497		Fax #	

2.39-867
2.39-869

MUTUAL EASEMENT AGREEMENT

THIS MUTUAL EASEMENT AGREEMENT is entered into by and between Austin L. Wardle and Alberta Wardle, ("Wardles"), and CMW Company, Inc., ("CMW"), adjoining land owners, as follows:

Recitals

WHEREAS, Wardles own real property located in Torrey, Wayne County, Utah, portions of which are more particularly identified and described below, and;

WHEREAS, CMW owns adjoining property, likewise located in Torrey, Wayne County, Utah, portions of which are more particularly identified and described below, and;

WHEREAS, Wardles desire to construct, install and maintain a pipeline to transport water from a spring located on other property across a portion of CMW's property to property owned and maintained by Wardles for the benefit of said property, and;

WHEREAS, CMW likewise desires to construct, install and maintain utility lines, including power and telephone lines, and an access road across a portion of Wardles' property to property owned and maintained by CMW and for the benefit of said property, and;

WHEREAS, the parties desire to enter into an agreement defining the rights, responsibilities and obligations of the parties, and granting mutual easements for the above-described purpose(s).

Easement and Agreement

NOW THEREFORE, in exchange for good and valuable consideration, including but not limited to the mutual covenants, and promises of the parties set forth herein, the sufficiency and

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Date 13-JAN-1998 8:43am
Fee: 20.00 Check
LOMA BLACKBURN, Recorder
Filed By LB
For AUSTIN WARDLE
WAYNE COUNTY CORPORATION. 929

receipt of which is hereby acknowledged the parties hereby grant and convey limited, conditional mutual easements to the other(s) and hereby expressly agree as follows:

1. CMW hereby grants and conveys to Wardles an easement for the express purpose of constructing, installing and maintaining a pipeline to transport water from sources, including but not limited to a spring located on other property across the Northerly four (4) feet of the following described property:

BEGINNING at the Northwest Corner of property identified as Wayne County Tax Serial No. 0-867, which point is 469.7 feet East of the Northwest Corner of the Southeast Quarter of the Southwest Quarter and also 850.42 feet West of the Northeast Corner of said Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 5 East, Salt Lake base and Meridian, and running thence East 417.42 feet; thence South 521.78 feet; thence West 417.42 feet to the property boundary; thence North 521.78 feet along same to the point of beginning. LESS HIGHWAY.

SUBJECT to existing, non-exclusive, overlapping easements, if any, including but not limited to highway right-of-way(s).

Said easement shall run to and for the express benefit of Wardle's property, which is more particularly described as follows:

BEGINNING at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; thence South 80 rods; thence West 80 rods; thence North 20 rods; thence East 28 rods 7 feet 7 inches; thence North 58 1/2 rods; thence East 24 rods 15 feet; thence North 1 1/2 rods; thence East 6.66 chains to beginning. 26.18 acres, more or less. EXCEPTING THEREFROM that portion lying within State Highway right-of-way.

2. Wardles hereby grant and convey to CMW access and utility easements as follows:

Utility Easement

CMW shall have a utility easement for the express purpose of constructing, installing and maintaining utility lines, including but not limited to

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power and telephone, to and for the benefit of the CMW property described below, as follows:

BEGINNING at a point approximately 312 feet West of the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 5 East, Salt Lake Base & Meridian, running thence diagonally in a Southwesterly direction four (4) feet in width to a point approximately 72 feet South of the CMW's Northerly boundary, as described below.

SUBJECT to existing, overlapping easement(s), if any, including but not limited to highway right(s)-of-way, and/or other access easements, including but not limited to the following:

Access Easement

CMW shall likewise have an access easement for ingress and egress to, from and for the benefit of the CMW property described below, from the state road right-of-way bordering the northerly boundary of the subject properties, across the Westerly 16.22 feet of the following described property, for a distance of Two Hundred (200) feet:

BEGINNING at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; thence South 80 rods; thence West 80 rods; thence North 20 rods; thence East 28 rods 7 feet 7 inches; thence North 58 1/2 rods; thence East 24 rods 15 feet; thence North 1 1/2 rods; thence East 6.66 chains to beginning. 26.18 acres, more or less. **EXCEPTING THEREFROM** that portion lying within State Highway right-of-way.

SUBJECT to existing, non-exclusive, overlapping easements, if any, including but not limited to highway right-of-way(s).

Said easement(s) shall run to and for the express use and benefit of CMW's property which is more particularly described as follows:

BEGINNING at the Northwest Corner of property identified as Wayne County Tax Serial No. 0-867, which point is 469.7 feet East of the Northwest Corner of the Southeast Quarter of the Southwest Quarter and also 850.42 feet West of the Northeast Corner of said Southeast Quarter of the Southwest Quarter of Section 7, Township 29 South, Range 5 East, Salt Lake base and Meridian, and running thence East 417.42 feet; thence South 521.78 feet; thence West 417.42 feet to the property boundary; thence North 521.78 feet along same to the point of beginning. **LESS HIGHWAY.**

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3. The easement(s) hereby granted are for the sole purposes stated herein, and only those acts reasonably necessary for and associated with such purpose(s). The respective properties shall be both subject to and benefit from the easement(s), and said easements shall run with the land and inure to the benefit of the land and the owners thereof, and shall be binding upon the parties, their heirs, successors and assigns.

4. The scope, extent and burden of such easement(s) are expressly limited to the stated purpose(s), and shall not be expanded, used or construed as general easement(s), except as expressly set forth herein, or agreed between the parties in writing.

5. The parties waive, release, disclaim and shall hold the other(s) harmless from any and all injuries, claims, or causes of action, if any, which may arise from the other(s)' use of the above-referenced property and premises as described herein.

IN WITNESS WHEREOF, the parties have executed this Mutual Easement Agreement this 17 day of Dec, 1997.

Austin L. Wardle
AUSTIN L. WARDLE

Alberta Wardle
ALBERTA WARDLE

CMW COMPANY, INC.

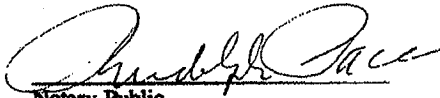
By: Austin L. Wardle

Its: President

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STATE OF UTAH)
)
) :ss.
COUNTY OF Wayne)

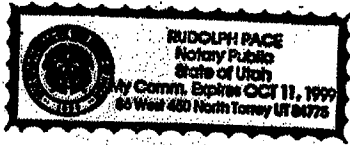
SUBSCRIBED AND SWORN TO before me by AUSTIN L. WARDLE and ALBERTA
WARDLE on this 17th day of December, 1997.


Notary Public

STATE OF UTAH)
)
) : ss.
COUNTY OF Wayne)

On the 17th day of December, 1997, personally appeared before me
Austin L. & Alberta Wardle, who being by me duly sworn, did say that he is the
President of CMW COMPANY, INC., a Utah Corporation, and that said
instrument was signed in behalf of said corporation by authority of its Bylaws (or a resolution
of its Directors) and said Corporation acknowledged to me that said
Corporation executed the same.


Notary Public



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