

REVISED EASEMENT

This Revised Easements serves to revise that certain Easement dated April 22, 1985 between the same parties and the same property, which Easement was recorded April 23, 1985 at Book 36, page 116 and 119, Entry number 13643.

Agri-Briggs Inc., Owners and Grantors, hereby convey to Flaming Gorge Water System, A Utah Corporation, Grantee. its successors, assigns, licenses and Grantee, an easement and right-of-way for the construction and continued maintenance, repair and replacement of the culinary water distribution system of the Grantee to be constructed and maintained under, upon and across the premises of the Grantor in Daggett County, State of Utah, said easement is more particulary described as follows:

Beginning at Highway 44 right-of-way station 2234+79.6 and running thence South 89° 49' East for a distance of 1021.7 feet, thence North 48° 08' East for a distance of 99.8 feet, thence North 0° 05' West for a distance 606.3 feet.

Also beginning at a point North 3° 46' West for a distance of 187.5 feet from the Southwest corner of the Southwest 1/4 of the Northeast 1/4 Section 19. Township 3 North, Range 20 East of Salt Lake Base and meridian, and running thence North 30° 57' East for a distance of 98.3 feet, thence North 1° 52' West for a distance of 421.6 feet, thence North 5° 53' East for a distance of 347.8 feet, thence North 7° 20' West for a distance of 339.5 feet, thence North 1° 43' West for a distance of 475.0 feet, thence North 5° 42' East, 367.2 feet, thence North 89° 33' East for a distance of 1223.0 feet, thence North 0° 18' East for a distance of 443.2 feet, thence North 0° 18' East for a distance of 90.0 feet, thence East 172 feet, thence North 1211 feet, thence East 0° 2' North for a distance of 1315 feet to the Northeast corner of Section 18, thence East 2438 feet, thence North 686 feet, thence North 40° East for a distance of 430 feet, thence East 1123 feet, thence North 20 feet to where line leaves property boundary.

Also Briggs well with a restriction of a 50 feet radius from all concentrated polutants which would contaminate well. Also pipeline and 50 feet diameter area for steel water tank which begins at a point North

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Gene Briggs, Daggett Cnty Recorder  
By AW deputy Fee pd. 9.08  
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1145 feet, thence West 200 feet from the South 1/4 corner of Section 22, Township 3 North, Range 19 East of Salt Lake Base and meridian, and running with 10 feet offset and running thence Easternly parallel to North right-of-way of State highway 43 for 776 feet, thence north 36 20' East for a distance of 475 feet to steel tank.

Also beginning North 406 feet from the Southeast corner of Section 18, Township 3 North, Range 20 East of Salt Lake Base and meridian, and thence running West 1320 feet.

Also beginning at a point North 375 feet of the Southwest corner of the Southwest 1/4 of the Northeast 1/4 Section 29 Township 3 North, Range 20 East of Salt Lake Base and meridian, and thence running East 1121 feet, thence North 375 feet to South boundary of Highway 43.

Also beginning at Highway 44 Station 223+79.6 and running thence East 6470 feet to East property boundary.

In consideration of the granting of said Easement as herein above provided, Grantee Covenants and agrees as follows:

(a) That all construction and maintenance work will be done in a workmanlike manner and that all fences and ditches and other physical features on the premises will be restored as nearly as possible to their original condition at the sole expense of the Grantee.

(b) To install subject water lines at a depth sufficient to prevent interference with further development of the properties of the Grantor.

(c) It is understood that Grantee will enter Grantor's property only to maintain line on said property will not use said Easement to gain entrance to any other area of the system.

(d) To hold the Grantor harmless from all liability, including the cost of court costs and reasonable attorney fees which may arise out of the construction, continued maintenance, operation, repair and replacement of the subject water lines.



(e) It is expressly understood this easement supercedes all previous Agri-Briggs easements to Flaming Gorge water and that the granting of this Easement shall in no manner interfere with the right of the Grantor to further develop the real property across which the subject Easement is granted, including, but not limited to the installation of roads and onsite improvements.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed this 16 day of June 1985.

By William Briggs, Sr.  
Owner  
By Agnes M. Briggs, Secy.  
Owner

STATE OF UTAH

On the 16 day of June 1985, personally appeared before me, Agnes Briggs and William Briggs the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

Marshall Briggs

My commission expires

8/14/88

