

Recorded at the request of:  
Central Iron County Water Conservancy District  
88 East Fiddlers Canyon Road Suite A  
Cedar City, Utah 84720

00586077

B: 1159 P: 847 Fee \$25.00  
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03/17/2009 04:21:48 PM By SO UTAH TITLE CO/CEDAR CITY

**CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT  
PUBLIC UTILITY EASEMENT AGREEMENT**

This Easement Agreement is entered into on the 16<sup>th</sup> day of March, 2009, between the Central Iron County Water Conservancy District, 88 E. Fiddlers Canyon Rd. Suite A, Cedar City, Utah, 84720, hereinafter referred to as DISTRICT; and Vanguard Properties LLC., 470 North 2150 West, Suite #1, Cedar City, UT 84721, the owners of property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as OWNER.

**WHEREAS**, DISTRICT is in the process is in the process of constructing a water transmission line in Sections 25, 26, 27 and 34 of T35S R12W, SLB&M to accommodate future growth through various private properties; and

**WHEREAS**, OWNER'S property described in Exhibit "A" is located in the projected path of said proposed easement, which is intended to service other subdivisions; and

**WHEREAS**, DISTRICT intends to provide and grant to OWNER and various other surrounding property owners the right to utilize the easement for construction and maintenance of sewer utilities, to be located and constructed within the same easement as said water line; and

**WHEREAS**, in order to install, maintain, repair, inspect, replace and/or remove utilities the DISTRICT and or assigns needs a thirty (30) foot wide permanent easement through OWNER's property; said easement are more particularly described in Exhibit "B", which is attached hereto and incorporated herein by this reference.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE DISTRICT AND OWNER AGREE TO THE FOLLOWING, TO WIT:**

**THE RECITALS ARE HEREBY INCORPORATED BY THIS REFERENCE AND EXPRESSLY MADE A PART OF THIS AGREEMENT.**

1. OWNER, Grantor, hereby grants and conveys to DISTRICT, Grantee, its successors and assigns, a permanent non-exclusive easement described in Exhibit B, in return for which DISTRICT shall construct and install a water line through said easement at the sole cost and expense of DISTRICT. OWNER further grants to DISTRICT express and irrevocable authority to assign, convey and/or grant to other private or public entities an interest in

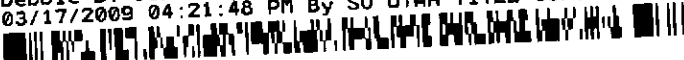
and the right to use this Easement for purposes of constructing sewer utilities on, through or under said Easement. This utility Easement grants a right of access for all activities in connection with the purposes for which this Easement has been granted; together with the present and future right to keep the right of way and adjacent lands within the Easement clear of all brush, trees, timber, structures and other hazards which might endanger the Easement or its uses. At no time shall Grantor erect or permit the erections of any permanent buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind, or place or store any flammable materials (other than agricultural crops and streets), on or within the boundaries of the easement.

2. OWNER and DISTRICT both agree that the District is only agreeing to pay for the installation costs of the water line as contemplated in paragraph 1, and said waiver shall be for the benefit of the current OWNER, his/her heirs, assigns, or subsequent purchasers of the land. Nothing in this Agreement shall be construed to waive or in any way limit the future imposition of, or the responsibility to pay for, impact fees, connection fees, or user fees to the water line or any other constructed utilities.
3. DISTRICT or any third party OWNER entity shall restore the land to the condition it was in prior to the construction, including re-seeding of any crops within the disturbed area.
4. Upon request, DISTRICT shall grant to OWNER, for the benefit of OWNER and OWNER's property, an easement over and across various property owners through which the water line is being constructed and OWNER shall have the right to utilize the easement for the construction and installation of sewer utilities, to be located and constructed within the same easement as said water line.
5. OWNER may use this Agreement as proof of a donation of land for tax purposes. OWNER will be responsible for obtaining a value for the property donated.

[SIGNATURES ON FOLLOWING PAGES]

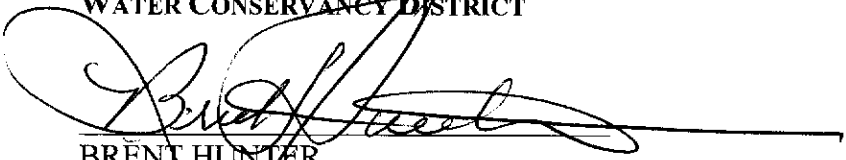
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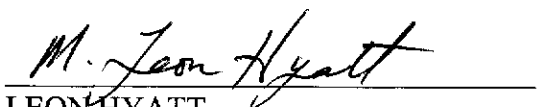


Dated this the 12<sup>th</sup> day of March, 2009.

CENTRAL IRON COUNTY  
WATER CONSERVANCY DISTRICT

  
BRENT HUNTER  
CHAIRMAN

[SEAL]

  
LEON HYATT  
SECRETARY / TREASURER

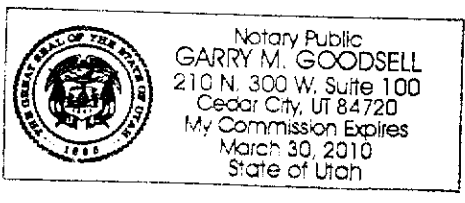
STATE OF UTAH )  
 ) ss.  
COUNTY OF IRON )

This is to certify that on the 13<sup>th</sup> day of March, 2009, before me, the undersigned, a Notary Public, in the State of Utah, duly commissioned and sworn as such, personally appeared Brent Hunter, known to me to be Chairman of the DISTRICT, and Leon Hyatt, known to be the Secretary of the DISTRICT, and acknowledged to me that the foregoing instrument as a free and voluntary act and deed of said DISTRICT, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said DISTRICT.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


Seal:

  
NOTARY PUBLIC



Dated this the 16TH day of March, 2009.

VANGUARD PROPERTIES, LLC



By: Mark Meisner

Its: Manager



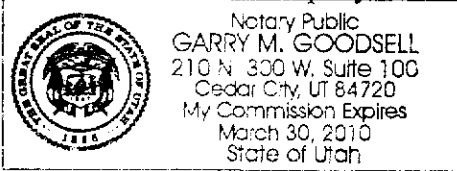
By: Brian Peterson

Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF IRON )

On this 16TH day of March, 2009, before me personally appeared Mark Meisner, personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of VANGUARD PROPERTIES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that company and the document was the act of the company for its stated purpose.

Seal:

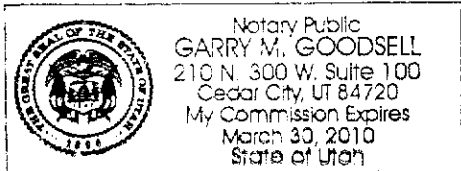


  
NOTARY PUBLIC

STATE OF UTAH )  
 ) ss.  
COUNTY OF IRON )

On this 16TH day of March, 2009, before me personally appeared Brian Peterson personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of VANGUARD PROPERTIES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that company and the document was the act of the company for its stated purpose.

Seal:



  
NOTARY PUBLIC

**00586077**



CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT  
PUBLIC UTILITY EASEMENT AGREEMENT

Exhibit "A"

PROPERTY DESCRIPTION

Vanguard Properties LLC.  
Iron County Record #148046

[Legal Description]

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EXHIBIT "A"

PARCEL 1:

BEGINNING at the Northwest corner of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian; and running thence South 88°48'38" East along the North line of said Section 34, 1359.65 feet; thence South 0°34'53" West 3230.07 feet to the P.C. of a curve to the left; Curve Data: Delta = 89°47'55" Radius = 20.0 feet Tangent = 19.93 feet; thence along the arc of said curve 31.35 feet to the P.T.; thence South 89°13'02" East 643.07 feet; thence South 0°32'02" West 1318.58 feet; thence South 89°22'00" East 670.02 feet; thence South 0°29'11" West 740.00 feet to the South line of said Section 34, said point also being on the Township line; thence North 89°30'15" West along said South line of Section 34, 33.00 feet to the South Quarter corner of Section 34, Township 35 South, Range 12 West; thence North 89°26'28" West along said South line of Section 34, 1117.39 feet to a point on the Northeasterly Right-of-Way of a County Road and a point on a curve to the right; Curve Data: Delta = 19°54'42" Radius = 5679.70 feet Tangent = 996.97 feet; thence along the arc of said curve to the right 1973.83 feet to the P.T. of said curve; thence North 20°13'22" West along said right of way 329.47 feet to the P.C. of a curve to the left; Curve Data: Delta = 10°00'15" Range = 2914.90 feet Tangent = 255.13 feet; thence along the arc of said curve to the left 508.96 feet; thence North 30°07'06" West along said Right of Way line 347.20 feet to the P.C. of a non-tangent curve to the right with a radius of 1382.39 feet, a distance of 57.42 feet (chord bearing North 29°23'30" West 57.42 feet) to a point on the West line of said Section 34; thence North 0°40'32" East along said West Section line 2524.92 feet to the point of beginning.

SUBJECT TO an easement for ingress, egress and utilities purposes over the South 66 feet of said property and 33 feet on each side of a centerline beginning at the South Quarter Corner of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian and running thence North 0°29'11" East along the Quarter Section line 740 feet to end.

Tax Serial No. E-144-4.

Account No. 344389.

PARCEL 2:

At a point of beginning South 88°48'38" East 1359.65 feet from the Northwest corner of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian and running thence South 0°34'53" West 3230.07 feet to the P.C. Of a curve to the left; CURVE DATA: DELTA= 89°47'55" RADIUS= 20.0 feet Tangent= 19.93 feet; thence along the arc of said curve 31.35 feet to the P.T.; thence South 89°13'02" East 643.07 feet; thence South 0°32'02" West 1318.58 feet; thence South 89°22'00" East 670.02 feet; thence South 0°29' 11" West 740.00 feet to the South line of said Section 34; thence South 89°41'12" East 1336.2 feet ; more or less, to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 34; thence North 0°23'24" East to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 34; thence North 88°48'38" West to the point of beginning.

EXCEPTING THEREFROM the following described property: Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian, and running thence South 0°23'24" West along the East line of said Northwest Quarter of the Northeast Quarter 958.97 feet to the North line of existing railroad right of way; thence North 43°32'22" West along said North right of way line 1349.68 feet to a point of the North line of said Northwest Quarter Northeast Quarter of said Section 34; thence South 88°48'38" East along said North line 936.47 feet to the point of beginning.

EXCEPTING THEREFROM the following described property deeded to Los Angeles and Salt Lake Railroad Company: A strip of land 100 feet wide, being 50 feet on each side of and measured at right angles to, the following described center line, and prolongation thereof, of the Los Angeles & Salt Lake Railroad (Cedar City Branch): Beginning at a point on the Northerly line of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian, said point being 2322 feet, more or less, Westerly from the Northeast corner of said Section; thence South 43°08' East 1451.0 feet more or less to a point on the Easterly line of the West half of the Northeast Quarter of said Section, said point being 1022.4 feet, more of less, Southerly from the Northeast corner of said West half of Northeast Quarter of Section 34.

Tax Serial No. E-144.

Account No. 148046.

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**CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT  
PUBLIC UTILITY EASEMENT AGREEMENT**

**Exhibit "B"**

**EASEMENT**

A THIRTY (30) FOOT WIDE PERPETUAL PUBLIC WATER AND SEWER UTILITY EASEMENT FOR CONSTRUCTION AND MAINTENANCE, SAID EASEMENT BEING THIRTY (30) FEET WIDE TO THE RIGHT SIDE OF THE DESCRIBED CONTROL LINE:

BEGINNING S88°49'06"E, 1326.49 FEET ALONG THE SECTION LINE AND S0°23'03"W, 1090.50 FEET ALONG THE 1/16TH SECTION LINE FROM THE NORTH ¼ CORNER OF SECTION 34, T35S, R12W, SLM; THENCE ALONG SAID 1/16TH SECTION LINE S0°23'03"W, 4191.28 FEET; THENCE ALONG THE SECTION LINE N89°30'36"W, 1335.54 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 34; THENCE ALONG THE SECTION LINE N89°26'03"W, 1117.59 FEET TO THE COUNTY ROAD AND POINT OF ENDING.

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