



ENT 31356:2014 PG 1 of 8  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2014 May 09 3:17 pm FEE 0.00 BY SW  
 RECORDED FOR CENTRAL UTAH WATER CONSERVA

**When Recorded Return To:**  
 Central Utah Water Conservancy District  
 355 West University Parkway  
 Orem, Utah 84058  
 Attention: District Engineer

Above Space For Recorder's Use Only

**GRANT OF EASEMENT  
 WELL 9 SOURCE PROTECTION ZONE  
 (Geneva Gateway Subdivision, Lot 5 and  
 Vineyard Center Street Right of Way)**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, **ANDERSON GENEVA, LLC**, a Utah limited liability company, and **ICE CASTLE RETIREMENT FUND L.L.C.**, a Utah limited liability company (collectively "*Grantor*"), hereby grants and conveys to **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, ("*Grantee*") a political subdivision of the State of Utah, the well protection zone easement described herein, to be situated over, under, across and through that certain property owned by Grantor more particularly described as Lot 5, Geneva Gateway Subdivision, according to the plat thereof, and identified as Parcel No. 45:454:0005 on the tax rolls of Utah County, Utah and the parcel reserved by Grantors and the Town of Vineyard for Center Street, which parcel lies north of Lots 4 and 5 of the Geneva Gateway Subdivision (the "*Grantor Property*"). Grantor and Grantee are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

**RECITALS**

A. Grantor, pursuant to the terms of that certain agreement entitled *Amendment to Revised Purchase and Sale Agreement*, dated November 19, 2008, (the "*Amended Purchase Agreement*"), and amendments related thereto, previously granted and conveyed to Grantee a series of well sites as enumerated in the Amended Purchase Agreement, including that certain well site which is the subject of this instrument identified therein as Well Site #9 ("*Well Site 9*"), to be utilized in connection with the development by Grantee of the Central Utah Water Conservancy District Water Development Project (the "*Central Water Project*").

B. The Utah Safe Drinking Water Act, Utah Code Annotated §19-4-101 *et seq.*, and Rule R309-600 *et seq.*, Source Protection: Drinking Water Source Protection For Ground-Water Sources, promulgated thereunder (the "*Source Protection Rules*"), require that an easement or other land use agreement be obtained and recorded wherein the land surrounding a public drinking water well is protected from uncontrolled potential contamination or pollution sources, in conformance with the requirements of the Source Protection Rules. The well to be drilled by Grantee on Well Site 9 ("*Well 9*"), is to be a source of public drinking water and is subject to the requirements of the Source Protection Rules.

C. In compliance with the Source Protection Rules, Grantee is desirous of obtaining from Grantor, and Grantor is willing to grant to Grantee a well protection zone surrounding Well 9, subject to the terms and conditions of this Grant of Easement.

NOW, THEREFORE, in order to provide an area surrounding Well 9 which is restricted from certain uses as required by the Source Protection Rules, this easement is granted as follows:

### WELL 9 SOURCE PROTECTION ZONE EASEMENT

A perpetual easement and right of way for a well protection zone in conformance with the requirements of the Source Protection Rules, situated on, over, across and through the Grantor Property, which easement includes a separate and distinct area as described and depicted in EXHIBIT "A" attached hereto and made a part hereof (the "*Well Protection Zone Easement*").

This Well Protection Zone Easement is granted subject to the following terms and conditions:

1. The area included within the Well Protection Zone Easement may not be used for any use prohibited by existing and future provisions of the Source Protection Rules, and other related rules, laws, or ordinances and statutes applicable to the protection of wells used in providing culinary water service to the public.
2. Upon written request of Grantor or its assigns made to Grantee, which request will not be unreasonably denied, the area within the Well Protection Zone Easement may, however, be utilized for any purpose which is not expressly prohibited by the Source Protection Rules, including, but not limited to, roadways, parking areas, walkways, parks, trails, buildings (provided that no prohibited use occurs within the buildings), signs, structures, fences or other such improvements which may be constructed or installed within such area and which do not constitute a prohibited use, and so long as such use does not otherwise unreasonably interfere with the use of the Well Protection Zone Easement by Grantee for the purpose for which it is granted as set forth herein..
3. Grantor hereby specifically agrees that neither it, nor its successors-in-interest, shall locate or allow the location of any pollution source, as defined by the Source Protection Rules, within the area of the Well Protection Zone Easement that does not conform to the applicable requirements of the Source Protection Rules.
4. If at any time Grantee, in its sole discretion, shall determine to abandon Well 9, Grantee shall terminate the Well Protection Zone Easement by recording a written notice of abandonment and termination, in form and substance satisfactory to Grantor, in the official records of the Utah County Recorder.
5. This Well Protection Zone Easement, and the covenants, conditions and restrictions contained herein, (whether affirmative or negative in nature) shall create an equitable servitude on the Grantor Property burdened by the Well Protection Zone Easement in favor of Grantee, constitute a covenant running with the land, and be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and assigns.
6. Except as provided in Section 4 herein, this instrument and the Well Protection Zone Easement, covenants or restrictions contained in this instrument may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Utah County, Utah of a written document effecting the same, executed and acknowledged by Grantor and Grantee.

7. This instrument shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but if any such provision shall be determined to be invalid or prohibited, such provision shall be ineffective to the extent necessary to give effect to the remainder of this instrument.

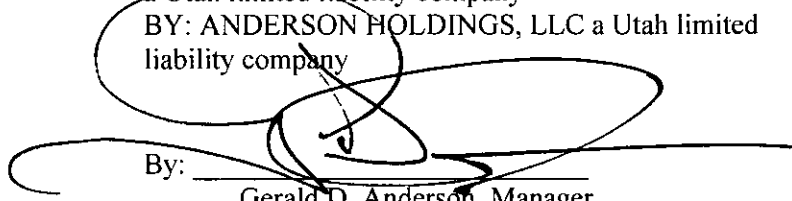
8. If any legal action or proceeding arising out of or relating to this Grant of Easement is brought by any party to this instrument, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorney fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party.

9. Grantor represents that it owns the Grantor Property and has the right and authority to execute this instrument and grant the Well Protection Zone Easement as provided herein.


WITNESS, the execution hereof by Grantor and Grantee this 6<sup>th</sup> day of May, 2014.

**GRANTOR:**

ANDERSON GENEVA, LLC,  
a Utah limited liability company  
BY: ANDERSON HOLDINGS, LLC a Utah limited liability company


  
By: \_\_\_\_\_  
Gerald D. Anderson, Manager

ICE CASTLE RETIRMENT FUND L.L.C.,  
a Utah limited liability company  
BY: PRO MANAGEMENT-UTAH, LLC  
a Utah limited liability company

  
By: \_\_\_\_\_  
Glenn R. Pettit, Manager

**GRANTEE:**

CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah

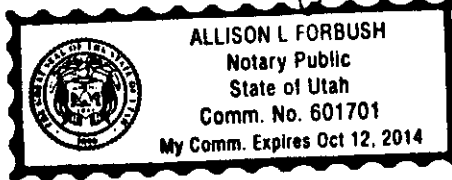
BY:  \_\_\_\_\_  
David O. Pitcher, Assistant General Manager and Chief Engineer

ACKNOWLEDGMENTS

STATE OF UTAH )  
 )  
 ) SS.  
 )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me the 6<sup>th</sup> day May, 2014, by Gerald D. Anderson, as Manager of ANDERSON HOLDINGS, LLC, a Utah limited liability company, the Manager of ANDERSON GENEVA, LLC, a Utah limited liability company, for and on behalf of said Grantor.

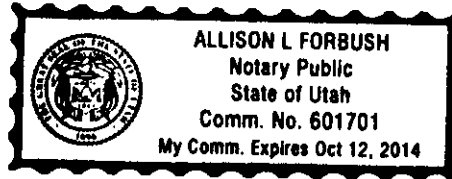
Notary Public: Allison L Forbush



STATE OF UTAH )  
 )  
 ) SS.  
 )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me the 6 day May, 2014, by Glenn R. Pettit, as Manager of PRO MANAGEMENT-UTAH, LLC, a Utah limited liability company, for and on behalf of said Grantor.

Notary Public: Allison L Forbush

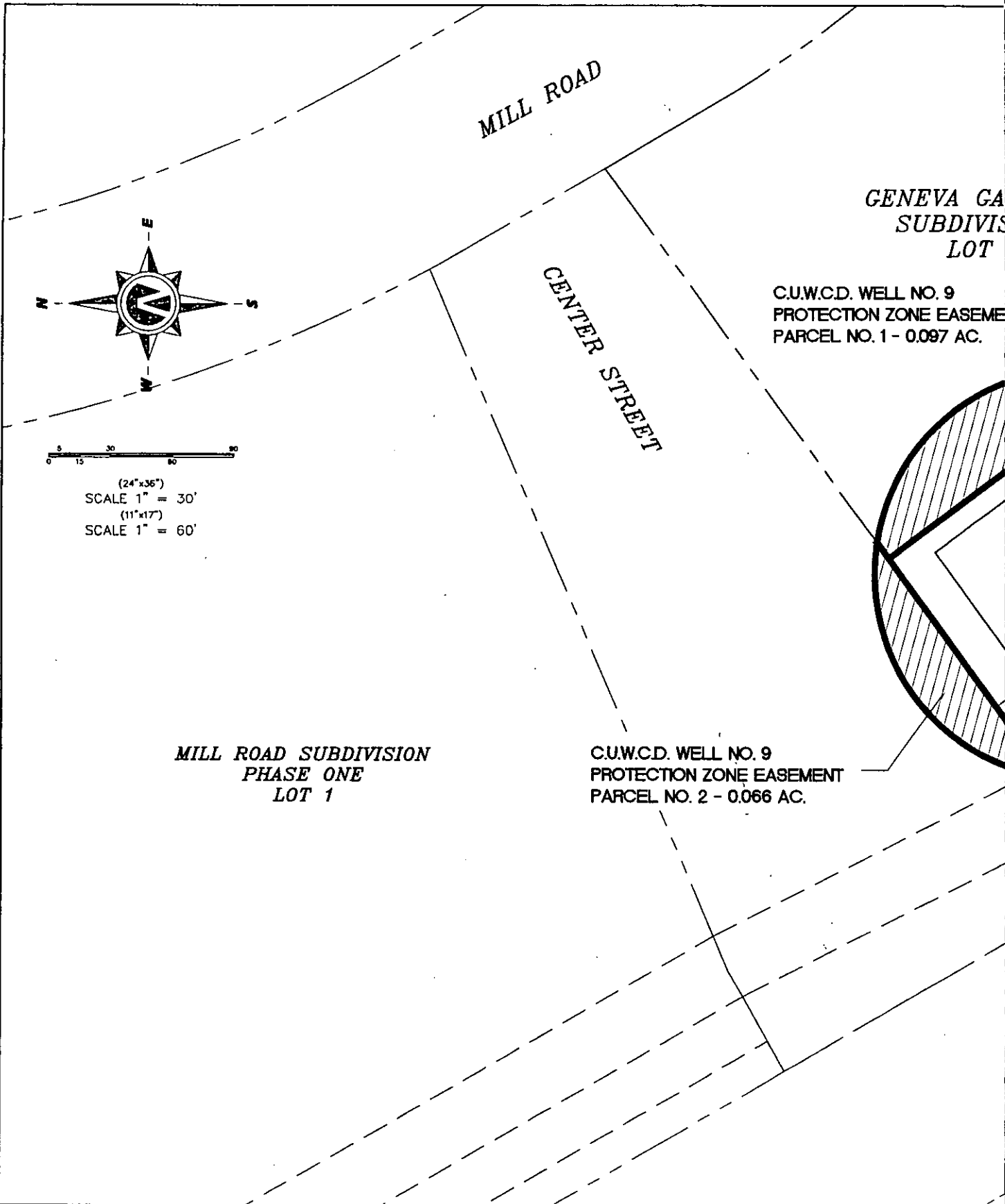


STATE OF UTAH )  
 )  
 ) SS.  
 )  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by David O. Pitcher, Assistant General Manager and Chief Engineer of the Central Utah Water Conservancy District, a political subdivision of the State of Utah, for and on behalf of said Grantee.

Notary Public: Carolyn O. Quigley





5			DESIGNED BY:	DATE:
4			DRAWN BY:	DATE:
3			CHECKED BY:	DATE:
2			APPROVED:	DATE:
1			COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE	REV. COGO FILE:



**Northern**  
**ENGINEERING INC**  
ENGINEERING-LAND PLANNING  
CONSTRUCTION MANAGEMENT

TEWAY  
'ION  
5

GENEVA GATEWAY  
SUBDIVISION  
LOT 4

C.U.W.C.D. WELL NO. 9 TEMPORARY  
CONSTRUCTION EASEMENT

C.U.W.C.D. 100' RADIUS  
WELL PROTECTION ZONE

C.U.W.C.D. WELL  
SITE NO. 9

LAKE BOTTOM CANAL AND  
C.U.W.C.D. WATERLINE EASEMENT

C.U.W.C.D. UTILITY  
EASEMENT NO. 3

UNION PACIFIC RAILROAD

VINEYARD ROAD

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED  
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY  
AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

40 E. 800 N.  
EM, UTAH 84097  
PH) 802-8992

C.U.W.C.D. EASEMENTS  
ANDERSON GENEVA

EXHIBIT A  
C.U.W.C.D. WELL PROTECTION EASEMENTS

JOB NO.  
07-045

VINEYARD, UTAH

SHEET NO.  
1 OF 1

**BOUNDARY DESCRIPTION  
C.U.W.C.D. WELL SITE NO. 9  
WELL PROTECTION ZONE EASEMENT  
PARCELS NO. 1 AND NO. 2**

**PARCEL NO. 1**

A PARCEL OF LAND LOCATED IN SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE N.00°03'06"W. ALONG THE SECTION LINE A DISTANCE OF 179.73 FEET; THENCE WEST A DISTANCE OF 1021.59 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE GENEVA GATEWAY SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY, UTAH RECORDER'S OFFICE, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTHEASTERLY 167.50 FEET ALONG THE ARC OF A 100.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 95°58'16" AND A CHORD THAT BEARS S.33°17'55"E. A DISTANCE OF 148.60 FEET TO A POINT ON THE WESTERLY LOT LINE OF LOT 5 OF SAID GENEVA GATEWAY SUBDIVISION, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 931.08-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.14 FEET ALONG SAID WESTERLY BOUNDARY OF LOT 5, SAID CURVE HAVING A CENTRAL ANGLE OF 01°43'55" AND A CHORD THAT BEARS N.39°26'08"W. A DISTANCE OF 28.14 FEET; THENCE N.36°35'32"W. A DISTANCE OF 120.24 ALONG SAID WESTERLY BOUNDARY TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SUBDIVISION; THENCE N.53°24'27"E. A DISTANCE OF 9.93 FEET ALONG SAID SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINING 0.097 ACRES.

**PARCEL NO. 2**

A PARCEL OF LAND LOCATED IN SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE N.00°03'06"W. ALONG THE SECTION LINE A DISTANCE OF 179.73 FEET; THENCE WEST A DISTANCE OF 1021.59 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE GENEVA GATEWAY SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY, UTAH RECORDER'S OFFICE, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.53°24'27"W. A DISTANCE OF 142.18 FEET ALONG SAID NORTHERLY SUBDIVISION BOUNDARY TO A POINT OF CURVATURE OF 100.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.16 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°37'00" AND A CHORD THAT BEARS N.53°24'27"E. A DISTANCE OF 142.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.066 ACRES.