

When Recorded Return to:
Gene Bateman
Manor Lands Water District No. 1
4030 Liberty Avenue
Ogden, Utah 84403

00612639 Bk01437 Pg01388-01390

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 MAR 04 14:17 PM FEE \$15.00 BY MAT
REQUEST: MANOR LANDS WATER DIST #1

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this ___ day of _____, 2001, by and between Manor Lands Water District No. 1 Company (the "District"), a Utah non-profit corporation in good standing, and Uinta Lands Property Owners Association, ("Uinta Lands"), a Utah non-profit corporation in good standing. This Easement Agreement fulfills certain terms and obligations contained in the Settlement Agreement and Mutual Release executed between the District and Uinta Lands in April 2001.

In consideration of the Settlement Agreement mentioned above and the mutual promises and covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgment of Easement. Uinta Lands does hereby acknowledge and recognize that the District or its predecessors have maintained a water well and a pump house surrounded by a fenced enclosure and a waterline on Uinta Lands' property since 1976. Further, Uinta Lands recognizes and acknowledges that the District has continuously exercised an easement on, over and across Uinta Lands' property to maintain and operate the well, pump house, fenced enclosure and waterline.

2. Property Subject to Easement. Uinta Lands and the District formerly acknowledge that Uinta Lands' property, as described below, has, since 1976, been subject to an easement utilized by the District for the purpose of operating, maintaining, repairing and replacing the District's well, pump house, fenced enclosure and waterline as they existed prior to 1995.

WELL/WATERLINE

COMMENCING AT A POINT LOCATED SOUTH 89°54'00" EAST ALONG THE SECTION LINE 1700.04 FEET AND SOUTH 2720.31 FEET FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE APPROXIMATE CENTER LINE OF A WATERLINE SOUTH 20°15'23" WEST 6.02 FEET; THENCE SOUTH 37°19'42" EAST 54.09 FEET; THENCE SOUTH 62°29'30" EAST 195.04 FEET; THENCE SOUTH 67°48'55" EAST 9.70 FEET TO A POINT LOCATED 212.68 FEET AND SOUTH 142.41 FEET FROM THE WELL/THE POINT OF BEGINNING.

FENCED ENCLOSURE

COMMENCING AT A POINT LOCATED SOUTH 89°54'00" EAST ALONG THE SECTION LINE 1697.50 FEET AND SOUTH 2701.58 FEET FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 63°13'10" EAST ALONG A CHAIN LINK FENCE 20.31 FEET; THENCE SOUTH 26°03'12" WEST ALONG A CHAIN LINK FENCE 29.62 FEET; THENCE NORTH 63°00'23" WEST ALONG A CHAIN LINK FENCE 20.39 FEET; THENCE NORTH 29°11'55" EAST ALONG A CHAIN LINK FENCE 29.55 FEET TO THE POINT OF BEGINNING

3. Easement for Ingress/Egress. Uinta Lands hereby grants the District a general easement for ingress and egress over and across Uinta Lands' property for the purpose of operating, maintaining, repairing and replacing the well, pump house, fenced enclosure and waterline as they existed prior to 1995. The District shall utilize the easement only in a manner that does not unreasonably interfere with Uinta Lands property owner's use of their property. Further, such access shall, whenever possible, be limited to the use of gates and roads across the property.

4. Easement for Well, Pump House and Fenced Enclosure. Uinta Lands grants the District an easement to maintain the District's well, pump house and fenced enclosure as described above on Uinta Lands' property. This easement is specifically limited to the property contained in the fenced enclosure described above. The District shall not attempt to expand the area of the fenced enclosure. However, the District shall have exclusive use, benefit and possession of the area inside the fenced enclosure, so long as it is used for the operation, maintenance, repair and replacement of the District's well, pump house and waterline.

5. Easement for Pipeline. Uinta Lands grants the District an easement over the length of the District's pipeline, as described above and five feet on each side thereof for the sole purpose of maintaining the buried waterline. Uinta Lands reserves the right to install or maintain its own underground water and utility lines across portions of the easement. Uinta Lands shall maintain a map of its waterlines and utility lines which cross the District's ~~waterline easement, with the location of the same identified as accurately as possible and will~~ provide the map to the District on request. Further, Uinta Lands reserves the right to relocate the District's waterline and the easement on which it is located with the consent of the District, which consent shall not be unreasonably withheld. Uinta Lands' authority to relocate the District's waterline and easement is specifically conditioned upon (1) Not interfering with the rights of the District and the property owners of Manor Lands to receive water from the well; (2) Uinta Lands being responsible for all costs associated with moving the waterline; (3) Uinta Lands bearing the cost of a new survey to identify the location of the pipeline and easement on which it is located; and (4) The cost of amending this Easement Agreement to reflect any such changes.

6. Easement for Conveyance of Water. Uinta Lands grants the District an easement to carry and transmit the District's water through its waterline across Uinta Lands' property for the exclusive benefit of the District's members.

7. Easement to Run with the Land. The easements granted above shall be perpetual and shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors or assigns so long as the District's well exists on the property.

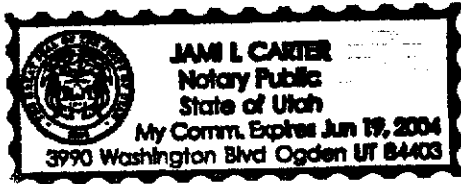
8. Authority. The undersigned do hereby verify that they are duly elected or appointed officials of Uinta Lands and the District, respectively, and that they are authorized to and do execute this Easement Agreement for and on behalf of Uinta Lands and the District, respectively, binding the entities, their heirs, successors and assigns.

DATED this 13th day of February, 2002

MANOR LANDS WATER DISTRICT
NO. 1 COMPANY

Eugene H. Bateman
By Eugene H. Bateman
Its: President

SUBSCRIBED and SWORN to before me this 13th day of February, 2002



Jami L. Carter
Notary Public

00612639 Bk01437 Pg01390

DATED this ___ day of _____, 2001.

UINTA LANDS PROPERTY OWNERS
ASSOCIATION

Lynn W. Benjamin
By: Lynn W. Benjamin
Its: President

SUBSCRIBED and SWORN to before me this 13 day of January, 2002

Michelle Gallagher
Notary Public

