

Salisbury Developers, Inc.  
494 W 1300 N  
Springville, UT 84663



ENT 73163:2022 PG 1 of 4  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Jun 22 12:55 pm FEE 40.00 BY CH  
RECORDED FOR LEI ENGINEERS

## TEMPORARY EASEMENT

### MONITORING WELL PIPE INFRASTRUCTURE

This Temporary Easement for Installation and Maintenance of Monitoring Well Pipe Infrastructure Agreement is entered into between The Ensign-Bickford Company, a Connecticut Corporation, 999 17<sup>th</sup> Street, 9<sup>th</sup> Floor, Denver, Colorado, 80202 (Ensign-Bickford) and Salisbury Developers, Inc, 494 West 1300 North, Springville, Utah 84663 (Salisbury) and pertains to certain real property located in the City of Mapleton, Utah County, State of Utah, more particularly described below:

See Attachment "A" attached.

WHEREAS the parties acknowledge that long-term monitoring of certain wells in the City of Mapleton is occurring by the State of Utah, specifically *Monitoring Well (MW)-1S*, which is both necessary and beneficial to the real property owned by Salisbury, and this monitoring is scheduled to continue into the future, though presumably not indefinitely, and

WHEREAS Ensign-Bickford is working with the State of Utah in performing this monitoring, and

WHEREAS it has been determined that a monitoring well pipe is necessary, specifically entitled *MW-1S Pipe Infrastructure*, until such time as *MW-1S* is no longer required, and

WHEREAS Salisbury is willing to grant a temporary easement allowing the *MW-1S Pipe Infrastructure* to be placed across its property, as described in "Exhibit A" above, under certain conditions.

THEREFORE, the parties agree and stipulate as follows:

1. Salisbury agrees to allow Ensign-Bickford an easement to construct and maintain that certain *MW-1S Pipe Infrastructure* across its real property described above in "Exhibit A" subject to the following conditions:
  - a. Ensign-Bickford shall be responsible for all costs involved in the construction of the *MW-1S Pipe Infrastructure* crossing Salisbury's real property and will work with Salisbury in obtaining its approval of installation timing as well as its

satisfaction in the completed installation as it regards to any disturbance of the easement area.

- b. Ensign-Bickford shall work with Salisbury in any future use or development of Salisbury's real property and shall be responsible for reimbursement of any associated costs incurred by Salisbury as it relates to the placement and maintenance of the *MW-1S Pipe Infrastructure*.
2. This *Temporary Easement for Installation and Maintenance of Monitoring Well Pipe Infrastructure Agreement* shall remain in force until such time as the State of Utah determines MW-1S is no longer necessary and caps or otherwise disables the well. At such time Ensign-Bickford will remove the *MW-1S Well and Pipe Infrastructure*, remediate the real property to its current condition, and record a release of *Temporary Easement for Installation and Maintenance of Monitoring Well Pipe Infrastructure Agreement* of this easement with the Utah County Recorder's Office.
  3. This agreement contains all of the terms and conditions between the parties and extinguishes any prior negotiations or oral agreements. This agreement may only be amended in writing signed by each party.
  4. This agreement runs with the land described above and the rights and obligations therein shall continue with any future owner, assign, or heir.

DATED this 17 day of ~~May~~ <sup>June</sup>, 2022

THE ENSIGN-BICKFORD COMPANY

*Haldon R Jaus*

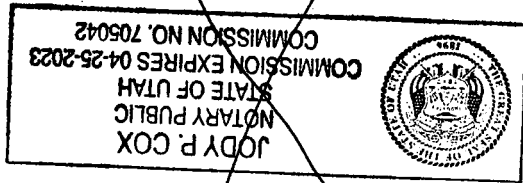
By: *Haldon R Jaus*  
Its: *Manager*

STATE OF UTAH )  
                          §  
COUNTY OF UTAH )

*Jody P. Coy*

On this 17<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2022, before me, *Haldon Jaus*, a notary public, personally appeared *Haldon Jaus*, personally known or proved on the basis of satisfactory evidence to be the agent of The Ensign-Bickford Company, that said document was signed by

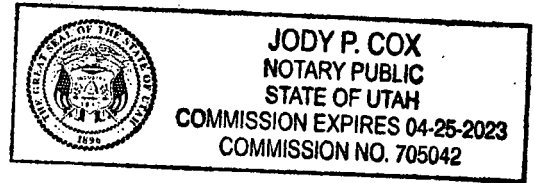
said person in behalf of said The Ensign-Bickford Company by Authority of its Bylaws. Witness my hand and official seal.



Jody P. Cox  
Notary Public

DATED this 25<sup>th</sup> day of May, 2022

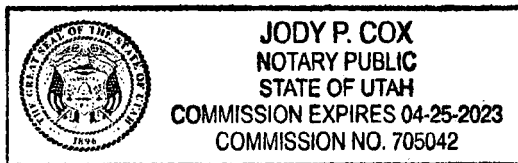
SALISBURY DEVELOPERS, INC.



Rick Salisbury  
By:  
Its:

STATE OF UTAH )  
                          §  
COUNTY OF UTAH )

On this 25<sup>th</sup> day of May, 2022, before me, Jody P. Cox, a notary public, personally appeared Rick Salisbury personally known or proved on the basis of satisfactory evidence to be the President of Salisbury Developers, Inc 494 West 1300 North, Springville, Utah 84663 and that said document was signed by said person in behalf of said Salisbury Developers, Inc by Authority of its Operating Agreement. Witness my hand and official seal.



Jody P. Cox  
Notary Public

## ATTACHMENT "A"

### TEMPORARY MONITORING WELL PIPE INFRASTRUCTURE EASEMENT

A portion of the Northeast Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the east line of that real property described at deed Entry No. 4466:2022 in the office of the Utah County Recorder, said point being located  $S0^{\circ}11'11''E$  along the quarter section line 2553.21 feet and East 1554.67 feet from the North Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing:  $S89^{\circ}29'50''E$  between the South Quarter Corner and the Southeast Corner of Section 27); thence along the arc of a non-tangent curve to the left 20.00 feet with a radius of 1462.32 feet through a central angle of  $00^{\circ}47'01''$ , chord:  $S17^{\circ}07'11''W$  20.00 feet; thence  $N72^{\circ}36'44''W$  53.95 feet; thence  $N17^{\circ}23'16''E$  20.00 feet; thence  $S72^{\circ}36'44''E$  53.86 feet to the point of beginning.

Located in Utah County Parcel# 27:037:0112.