UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the “Agreement”) is made and entered into as of the date(s) set forth below by and between Moab RV Resort, LLC, a Utah limited liability company, the owner of record, (“Grantor”), and the City of Moab, a municipal corporation (“Grantee”). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the NW ¼ of the NE ¼ of Section 35, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on an existing utility easement, said point being South 42°17'41" East 1081.86 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running with said easement thence North 42°08' East 20.0 feet; Thence South 47°54'00" East 30.32 feet to a point on Grantors’ boundary; thence with said boundary South 26.96 feet; thence North 47°54'00" West 48.40 feet to the point of beginning, having an area of 787 sq. ft., 0.02 acres.

   (the “Easement Area”).

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.

4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.
5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

8. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

    Grantee:  
    City of Moab  
    Attn: City Manager  
    217 East Center St.  
    Moab, UT 84532  

    Grantor:  
    Moab RV Resort, LLC  
    Attn: Doug Sorensen  
    1261 N HWY 191  
    Portal RV Resort  
    Moab, UT 84532  

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:
Moab RV Resort, LLC

By: Doug Sorensen, Manager

STATE OF UTAH  )
COUNTY OF GRAND  ) ss.

The foregoing Agreement was acknowledged and executed before me by Moab RV Resort, LLC, acting by and through Doug Sorensen, Manager, this 13 day of Aug., 2018.


MELISSA WIGGINS
Notary Public - State of Utah
Comm. No. 690496
My Commission Expires on Aug 30, 2020

Notary Public, State of Utah:
Address: 330 S. Main St.
Moab, UT 84532

Grantee:

By: Emily Niehaus, Mayor of the City of Moab

Attest:

Date

-End of Document-
When Recorded Mail to:
City of Moab
217 East Center Street
Moab, UT 84532

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Moab RV Resort, LLC, a Utah limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the NW ¼ of the NE ¼ of Section 35, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on an existing utility easement, said point being South 42°17'41" East 1081.86 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence South 47°54'00" East 48.40 feet to a point on Grantors' boundary; thence with said Grantors' boundary South 40.43 feet; thence North 47°54'00" West 75.53 feet to a point on said utility easement; thence with said easement North 42°08'00" East 30.00 feet to the point of beginning, having an area of 1859 sq. ft., 0.04 acres (the "Easement Area").

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, repairing, replacing, and/or enlarging sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2020. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Warranty of Title and Authority.** Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the lands subject to this Agreement.

7. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

    Grantor:
    Moab RV Resort, LLC
    Attn: Doug Sorensen
    1261 N HWY 191
    Portal RV Resort
    Moab, UT 84532

    Grantee:
    City of Moab
    Attn: City Manager
    217 East Center St.
    Moab, UT 84532

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:
Moab RV Resort, LLC

Moab RV Resort, LLC
By: Doug Sorensen, Manager

STATE OF UTAH )
COUNTY OF GRAND ) ss.

The foregoing Agreement was acknowledged and executed before me by Moab RV Resort, LLC, acting by and through Doug Sorensen, Manager, this 13 day of Aug, 2019.


MELISSA WIGGINS
Notary Public - State of Utah
Comm. No. 690496
My Commission Expires on Aug 30, 2020

Grantee:

By:

Emily Niehaus, Mayor of the City of Moab

Attest:

Rachel Stenta, Recorder

-End of Document-
UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Gardiner Properties Moab, LLC, a Utah limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement on that certain real property located in Grand County, State of Utah ("Grantor Property") in the NE 1/4 of the NW 1/4 of Section 35 and the SE 1/4 of the SW 1/4 of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   A 20 foot wide Sewer Easement, 10 feet on either side of the following described center line located in the Southeast Quarter of the Southwest Quarter of Section 26 and the Northeast Quarter of the Northwest Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, Moab City, Grand County, Utah; more particularly described as follows:

   BEGINNING at a point on the Southerly line of the Grantor’s property, said point being 86.98 feet South 89°55′28″ West along the South line of said Section 26 and 50.14 feet South 00°04′32″ East from the South Quarter corner of said Section 26; and running thence North 51°16′58″ West 224.57 feet; thence North 16°04′26″ West 181.53 feet and thence North 45°02′41″ West 304.45 feet to a point on the Northerly line of the Grantor’s property and the termination of this easement center line. Note: The sidelines of this easement should be extended to or terminated at said property lines.

   Contains 14,211 sq. ft. or 0.32 acres, more or less (the "Easement Area").

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.
3. **Non-exclusive Use: Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.

4. **Restoration.** Upon completion of any repair and maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “with all faults”, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Subject to matters of record or reasonably discoverable by an inspection of the Easement Area, Grantor warrants that it has merchantable title to the Easement Area and will defend same against claims from all persons claiming by or through the Grantor.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

8. **Sole Agreement: Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Liens.** Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred.
by, through, for, or under Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “Grantee’s Agents”).

12. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and hazardous waste laws.

13. Release. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and its employees, officers, members and affiliated entities and its and their employees, officers, members, agents, and professional consultants and its and their respective successors and assigns for any such loss, damage or injury of Grantee or Grantee’s property. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

14. Notices. Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Gardiner Properties Moab, LLC
Attn: John Gardiner
1075 East 2100 South
Salt Lake City, UT 84106

[Signature Page Follows]
This Agreement is binding and effective as of the date(s) of execution by the parties, below.

GRANTOR:

GARDINER PROPERTIES MOAB, LLC
a Utah limited liability company

[Signature]
12/24/2018
By: John Gardiner, President

STATE OF UTAH
)
)
COUNTY OF Salt Lake
)

On this ______ day of December, 2018, before me, Casey Hill, a notary public, personally appeared before me, John Gardiner, whose identity is personally known to me or personally proven on the basis of satisfactory evidence and who affirmed, to be the President of Gardiner Properties Moab, LLC, whose name is subscribed to this instrument, and acknowledged and executed the same.

Witness my hand and official seal.

[Signature]
Notary Public

[Signature Page Continued Next Page]

GRANTEE:

Ent 533264 Bk 0878 Pg 0695
CITY OF MOAB,
a municipal corporation

By: Emily Niehaus, Mayor

Attest:

By: Rachel Stenta, Recorder

STATE OF UTAH  )
COUNTY OF GRAND  ) ss.

On this 8th day of January, 2019, before me, Rachel Stenta, a notary public, personally appeared before me, Emily Niehaus, whose identity is personally known to me or personally proven on the basis of satisfactory evidence and who affirmed, to be the Mayor of City of Moab, whose name is subscribed to this instrument, and acknowledged and executed the same.

Witness my hand and official seal.

Rachel E. Stenta
Notary Public
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Gardiner Properties Moab, LLC, a Utah limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** A 30 foot wide Easement, 15 feet on either side of the following described center line located in the Southeast Quarter of the Southwest Quarter of Section 26 and the Northeast Quarter of the Northwest Quarter of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, Moab City, Grand County, Utah; and running adjacent to a perpetual sewer easement; more particularly described as follows:

   BEGINNING at a point on the Southerly line of the Grantor’s property, said point being 118.68 feet South 89°55’28” West along the South line of said Section 26 and 56.73 feet South 00°04’32” East from the South Quarter corner of said Section 26; and running thence North 51°16’28” West 211.91 feet; thence North 16°04’26” West 183.00 feet and thence North 45°02’41” West 312.83 feet to a point on the Northerly line of the Grantor’s property and the termination of this easement center line. Note: The sidelines of this easement should be extended to or terminated at said property lines.

   Contains 21,233 sq. ft. or 0.48 acres, more or less

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, repairing, replacing, and/or enlarging sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2020, at which time the easement granted herein shall automatically
terminate without the recording of any notice of such termination. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.

4. **Non-exclusive Use: Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any construction work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Subject to matters of record or reasonably discoverable by an inspection of the Easement Area, Grantor warrants that it has merchantable title to the Easement Area and that it will defend same against claims from persons claiming by or through Grantor.

7. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Liens.** Grantee shall keep the Grantor real property located in Grand County, Utah ("Grantor Property") free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee’s Agents").

11. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments,
departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and hazardous waste laws.

12. **Release.** Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and its employees, officers, members and affiliated entities and its and their employees, officers, members, agents, and professional consultants and its and their respective successors and assigns (collectively, the “Releasees”) for any such loss, damage or injury of Grantee or Grantee’s property. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

13. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

**Grantee:**
City of Moab  
Attn: City Manager  
217 East Center St.  
Moab, UT 84532

**Grantor:**
Gardiner Properties Moab, LLC  
Attn: John Gardiner  
1075 East 1200 South  
Salt Lake City, UT 84106

[Signatures Page Follows]
This Agreement is binding and effective as of the date(s) of execution by the parties, below.

GRANTOR:

Gardiner Properties Moab, LLC,
a Utah limited liability company

By: John Gardiner, President

STATE OF UTAH )

)ss.

COUNTY OF Salt Lake )

On this 24th day of December, 2018, before me, Casey Hill, a notary public, personally appeared before me, John Gardiner, whose identity is personally known to me or personally proven on the basis of satisfactory evidence and who affirmed, to be the President of Gardiner Properties Moab, LLC, whose name is subscribed to this instrument, and acknowledged and executed the same.

Witness my hand and official seal.

Notary Public

[Signature Page Continued Next Page]
GRANTEE:

CITY OF MOAB,
a municipal corporation

By: Emily Niehaus, Mayor

Attest:

Rachel Stenta, Recorder

STATE OF UTAH

COUNTY OF GRAND

On this 8th day of January, 2019, before me, a notary public, personally appeared before me, Emily Niehaus, whose identity is personally known to me or personally proven on the basis of satisfactory evidence and who affirmed, to be the Mayor of City of Moab, whose name is subscribed to this instrument, and acknowledged and executed the same.

Witness my hand and official seal.

Rachel E. Stenta
Notary Public
UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between The Nature Conservancy, a District of Columbia non-profit corporation, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein and Six Thousand Dollars ($6,000.00) which is consideration for this Agreement and the Temporary Construction Easement and Agreement signed concurrently with this Agreement, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the SE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on Gardiner Properties Moab LLC north boundary said point being North 48°30'02" West 719.70 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 45°09'44" West 104.48 feet to grantor's north boundary; thence with said boundary North 72°55'00" East 22.45 feet; thence South 45°09'44" East 105.73 feet to Gardiners Properties Moab LLC north boundary; thence with said boundary South 75°39'00" West 23.11 feet to the point of beginning, having an area of 2,082 square feet, 0.05 acres (the "Easement Area").

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.
4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, Grantee shall remove all restoration equipment and restoration materials from the Easement Area.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Release.** Grantee releases Grantor and all of Grantor’s agents, officers, and directors from any and all liabilities, damages, claims, suits, and actions of any kind regarding this Agreement, and Grantor agrees not to make a claim of any kind against or sue or attach the property of such parties for, any damage, injury, illness, or death of persons or damage to or destruction of property or for any other harm arising from Grantee’s activities on, presence on, or use of the Easement Area or Grantor’s property unless caused by the negligence or willful misconduct of Grantor.

7. **Warranty of Easement Area.** Grantor makes no express or implied warranty or representation concerning: i) the safety, condition, or suitability of the Easement Area for any purpose or of Grantor’s property for any purpose; ii) the accuracy or completeness of any map or survey of the Easement Area or of Grantor’s property; or iii) the safety, condition, suitability, or location of any easement, right-of-way, road, facility, building, structure, or improvement on the Easement Area or on Grantor’s property.

8. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

9. **Liens or Encumbrances.** Grantee will promptly remove from title to Grantor’s property any liens or encumbrances that are recorded or issued as a result of Grantee’s activities under the Agreement.

10. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

11. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

12. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.
13. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

14. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

**Grantee:**
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

**Grantor:**
The Nature Conservancy
Attn: Land Protection Department
559 East South Temple
Salt Lake City, UT 84102

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
The Nature Conservancy/City of Moab Utility Easement
Signature Page, Contd.

Grantor:
The Nature Conservancy, a District of Columbia non-profit corporation

[Signature]
The Nature Conservancy
By: Dave Livermore, Utah State Director

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

The foregoing Agreement was acknowledged and executed before me by The Nature Conservancy, acting by and through, Dave Livermore, Utah State Director this 4th day of September, 2019.

Witness my hand and official seal. My commission expires: 10.3.2021

[Stamp]
KARA BUTTERFIELD
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 10/03/2021
Commission # 697490

[Signature]
Kara Butterfield
Notary Public, State of Utah
Address: 9968 Flint Dr.
Sandy, UT 84074

Grantee:

[Signature]
By: Emily Njeaus, Mayor of the City of Moab

[Stamp]
Simone Johnson, Recorder
Date 9.17.19

-End of Document-
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between The Nature Conservancy, a District of Columbia non-profit corporation, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein and Six Thousand Dollars ($6,000.00) which is consideration for this Agreement and the Utility Easement and Agreement signed concurrently with this Agreement, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the SE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on Gardiner Properties Moab LLC north boundary, said point being Ncrth 48°30'02" West 719.70 feet and North 75°39'00" East 23.11 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 45°09'44" West 105.73 feet to grantor's north boundary; thence with said boundary North 72°55'00" East 33.68 feet; thence South 45°09'44" East 107.60 feet to Gardiner Properties Moab LLC north boundary; thence with said boundary South 75°39'00" West 34.60 feet to the point of beginning, having an area of 3,170 square feet, 0.07 acres (the "Easement Area").

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, and constructing sewer sanitary lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2021. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use: Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Release.** Grantee releases Grantor and all of Grantor’s agents, officers, and directors from any and all liabilities, damages, claims, suits, and actions of any kind regarding, and Grantor agrees not to make a claim of any kind against or sue or attach the property of such parties for, any damage, injury, illness, or death of persons or damage to or destruction of property or for any other harm arising from Grantee’s activities on, presence on, or use of the Easement Area or Grantor’s property unless caused by the negligence or willful misconduct of Grantor.

7. **Warranty of Easement Area.** Grantor makes no express or implied warranty or representation concerning: 1) the safety, condition, or suitability of the Easement Area for any purpose or of Grantor’s property for any purpose; ii) the accuracy or completeness of any map or survey of the Easement Area or of Grantor’s property; or iii) the safety, condition, suitability, or location of any easement, right-of-way, road, facility, building, structure, or improvement on the Easement Area or on Grantor’s property.

8. **Warranty of Title and Authority.** The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

9. **Liens or Encumbrances.** Grantee will promptly remove from title to Grantor’s property any liens or encumbrances that are recorded or issued as a result of Grantee’s activities under the Agreement.

10. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

11. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

12. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In
any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

13. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:  
City of Moab  
Attn: City Manager  
217 East Center St.  
Moab, UT 84532

Grantor:  
The Nature Conservancy  
Attn: Land Protection Agency  
559 East South Temple  
Salt Lake City, UT 84102

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
The Nature Conservancy/City of Moab Temporary Utility Easement
Signature Page, Contd.

Grantor:
The Nature Conservancy, a District of Columbia non-profit corporation

[Signature]

The Nature Conservancy
By: Dave Livermore, Utah State Director

STATE OF UTAH

) ss.

COUNTY OF SALT LAKE

The foregoing Agreement was acknowledged and executed before me by The Nature Conservancy, acting by and through, Dave Livermore, Utah State Director this 9th day of September, 2019.


[Seal]

Kara Butterfield
Notary Public, State of Utah
Address: 9968 Flint Dr.
Sandy, UT 84074

Grantee:

[Signature]

By:
Emily Niehaus, Mayor of the City of Moab

[Seal]

Sommar Johnson, Recorder

9.17.19
Date

-End of Document-
When Recorded Mail to:
City of Moab
217 East Center Street
Moab, UT 84532

UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Moab Lodging, LLC, a South Dakota limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the SE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on grantor’s boundary said point being North 48°04'39" West 824.03 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 44°06'40" West 18.35 feet; thence North 44°06'40" West 161.24 feet to grantor’s north boundary; thence with said boundary North 53°35'00" East 20.18 feet; thence South 44°06'40" East 158.54 feet; thence South 44°06'40" East 28.55 feet to grantor’s south boundary; thence with said boundary South 72°55'00" West 22.45 feet to the point of beginning, having an area of 3,667 square feet, 0.08 acres

   (the "Easement Area").

2. Purpose. This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. Non-exclusive Use; Removal of Encroachments. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.
4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the lands subject to this Agreement.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties.

8. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Moab Lodging, LLC
Attn: James P. Koehler
P.O. Box 15
Aberdeen, SD 57042

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:
Moab Lodging, LLC

By: __________________________
Moab Lodging, LLC
By: James P. Koehler, Manager

STATE OF South Dakota )
COUNTY OF Brown ) ss.

The foregoing Agreement was acknowledged and executed before me by Moab Lodging, LLC, acting by and through, James P. Koehler, Manager this 7th day of October, 2019.

Witness my hand and official seal. My commission expires: __________________________

Penny Barondeau
Notary Public, State of South Dakota
Address: 1305 1st Ave SE
Aberdeen, SD 57401

Grantee:

By: __________________________
Emily Niehaus, Mayor of the City of Moab

Attest:
Sommar Johnson, Recorder

OCT. 15, 2019
Date

-End of Document-
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Moab Lodging, LLC, a South Dakota limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the SE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E, SLB&M, Moab City, Grand County, Utah:
   
   Beginning at a point on grantor’s boundary said point being North 48°38’11" West 824.03 feet and North 72°55’00" East 22.45 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 44°06’40" West 28.55 feet; thence North 44°06’40" West 158.54 feet to grantor’s north boundary; thence with said boundary North 53°55’00" East 30.27 feet; thence South 44°06’40" East 154.49 feet; thence South 44°06’40" East 43.85 feet to grantor’s south boundary; thence along said boundary South 72°55’00" West 33.68 feet to the point of beginning, having an area of 5,782 square feet, 0.13 acres

   (the "Easement Area").

2. **Purpose.** This Agreement is granted for the purpose of installing and constructing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. This includes, but is not limited to, the transport and storage of construction materials, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2021. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any construction work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Warranty of Title and Authority.** The Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:  
City of Moab  
Attn: City Manager  
217 East Center St.  
Moab, UT 84532

Grantor:  
Moab Lodging, LLC  
Attn: James P. Koehler  
P.O. Box 15  
Aberdeen, SD 57042

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Moab Lodging, LLC /City of Moab Temporary Utility Easement
Signature Page, Contd.

Grantor:
Moab Lodging, LLC

By: [Signature]
Moab Lodging, LLC
By: James P. Koecher, Manager

STATE OF South Dakota )
COUNTY OF Brown ) ss.

The foregoing Agreement was acknowledged and executed before me by Moab Lodging, LLC,
acting by and through, James P. Koecher, Manager this 7th day of October, 2019.


[Seal]

PENNY BARONDEAU
NOTARY PUBLIC
BROWN COUNTY, SOUTH DAKOTA

[Signature]

Notary Public, State of South Dakota
Address: 1305 1st Ave SE
Antelope SD 57411

Grantee:

By: [Signature]
Emily Niehaus, Mayor of the City of Moab

Attest:

[Signature]
Sommar Johnson, Recorder

OCT. 15, 2019

Date
UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the “Agreement”) is made and entered into as of the date(s) set forth below by and between Casa De Amigos LLC, a Utah limited liability company, the owner of record, (“Grantor”), and the City of Moab, a municipal corporation (“Grantee”). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the SE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at the Southwest corner of Grantor’s tracts, said corner being North 49°38’00” West 1011.80 feet from the South 1/4 corner of Section 26, Township 25 South, Range 21 East, Salt Lake Base and Meridian and running along Grantor’s tract thence North 31°20’00” West 15.06 feet; thence North 53°35’00” East 696.26 feet to a point on Grantor’s tract; thence with said tract with a curve having a radius of 3889.00 feet, to the left with an arc length of 15.36 feet, (a chord bearing of South 48°50’39” East 15.36 feet); thence with said tract South 53°35’00” West 700.90 feet to the POINT OF BEGINNING. Contains 10,479 square feet or 0.24 acres, more or less (the “Easement Area”).

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including lift station, manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Notwithstanding, Grantor may connect directly to the sewer line within the Easement Area at Grantor’s sole cost and expense, but is subject to compliance with Grantee’s ordinances and procedures regarding connection to the public sewer lines including, but not limited to, obtaining the applicable permit outlined in Chapter 13 of the City of Moab Municipal Code. Grantee agrees to waive the connection fee required under Chapter
13.08. of the City of Moab Municipal Code, but Grantor agrees to pay all applicable impact fees and subsequent service fees required by Grantee.

4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the lands subject to this Agreement.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

8. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

   **Grantee:**
   City of Moab  
   Attn: City Manager  
   217 East Center St.  
   Moab, UT 84532

   **Grantor:**
   Casa De Amigos LLC  
   Attn: Michael Bynum

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:
Casa De Amigos LLC
By: ________________
By: Casa De Amigos LLC
By: Michael Bynum, Manager

STATE OF UTAH
) ss.
COUNTY OF GRAND

The foregoing Agreement was acknowledged and executed before me by Casa De Amigos LLC, acting by and through, Michael Bynum, Manager this 23 day of August, 2019.

Witness my hand and official seal. My commission expires: August 1, 2023

VALERIE M. GARDNER
Notary Public - State of Utah
Comm. No. 707518
My Commission Expires on Aug 1, 2023

Grantee:

By: ________________
By: Emily Nichaus, Mayor of the City of Moab

Attest:

Sommar Johnson, Recorder

Date: 8-27-19

-End of Document-
UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the “Agreement”) is made and entered into as of the date(s) set forth below by and between Casa De Amigos LLC, a Utah limited liability company, the owner of record, (“Grantor”), and the City of Moab, a municipal corporation (“Grantee”). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the SE 1/4 & NE 1/4 of the SW 1/4 of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at the Northwest corner of Grantor’s tracts, said corner being North 41°32’09" West 1793.86 feet from the South 1/4 corner of Section 26, Township 25 South, Range 21 East, Salt Lake Base and Meridian and running along Grantor’s tract thence North 53°35’00" East 20.08 feet; thence South 31°20’00" East 702.39 feet; thence South 59°11’54" East 35.99 feet; thence North 37°22’01" East 8.02 feet; thence North 82°14’26” East 30.21 feet; thence North 53°32’37” East 10.74 feet; thence South 36°22’10” East 56.65 feet to the south boundary of Grantor’s tracts; thence along said tract South 53°35’00" West 88.00 feet to the Southwest corner of Grantor’s tracts; thence along said tracts North 31°20’00” West 804.87 feet to the POINT OF BEGINNING. Contains 20,593 square feet or 0.47 acres, more or less.

   (the “Easement Area”).

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Notwithstanding, Grantor may connect directly to the sewer line within the Easement Area at Grantor’s sole cost and expense, but is subject to
4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

8. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Casa De Amigos LLC
Attn: Michael Bynum
This Agreement is binding and effective as of the date(s) of execution by the parties, below.

**Grantor:**
Casa De Amigos LLC

By:
Casa De Amigos LLC
By: Michael Bynum, Manager

STATE OF UTAH )
) ss.
COUNTY OF GRAND )

The foregoing Agreement was acknowledged and executed before me by Casa De Amigos LLC, acting by and through, Michael Bynum, Manager this **23** day of **August**, 2019.

Witness my hand and official seal. My commission expires: **August 1, 2023**.

VALERIE M GARDNER
Notary Public - State of Utah
Comm. No. 707518
My Commission Expires on Aug 1, 2023

Grantee:

By:
Emily Niehaus, Mayor of the City of Moab

Attest:

Sommar Johnson, Recorder
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Casa De Amigos LLC, a Utah limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the SE ¼ & NE ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on the North boundary of Grantor’s tracts, said point being North 41°32'09" West 1793.86 feet and North 53°35'00" East 20.08 feet from the South 1/4 corner of Section 26, Township 25 South, Range 21 East, Salt Lake Base and Meridian and running along said tract thence North 53°35'00" East 30.12 feet; thence South 31°20'00" East 697.63 feet; thence South 59°11'54" East 54.42 feet; thence South 53°32'37" West 3.47 feet; thence South 82°14'26" West 30.21 feet; thence South 37°22'01" West 8.02 feet; thence North 59°11'54" West 35.99 feet; thence North 31°20'00" West 702.39 feet to the POINT OF BEGINNING. Contains 22,295 square feet or 0.51 acres, more or less.

   (the “Easement Area”).

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, and constructing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2021. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Warranty of Title and Authority.** The Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

    Grantee:  
    City of Moab  
    Attn: City Manager  
    217 East Center St.  
    Moab, UT 84532

    Grantor:  
    Casa De Amigos LLC  
    Attn: Michael Bynum

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Casa De Amigos LLC/City of Moab Temporary Utility Easement
Signature Page, Contd.

Grantor:
Casa De Amigos LLC

By:
Casa De Amigos LLC
By: Michael Bynum, Manager

STATE OF UTAH          )
) ss.
COUNTY OF GRAND

The foregoing Agreement was acknowledged and executed before me by Casa De Amigos LLC,
acting by and through, Michael Bynum, Manager this 23 day of August, 2019.


Valerie M. Gardner
Notary Public, State of Utah
Address: 454 Andrea Ct
Moab, UT 84532

Grantee:

By:
Emily Niehaus, Mayor of the City of Moab

Sommar Johnson, Recorder

0-27-19
Date

-End of Document-
UTILITY EASEMENT AND AGREEMENT

THIS UTILITY EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Cottontree Partners Limited Partnership, an Idaho limited partnership, the owner of record ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the NE¼ of the SW¼ of Section 26, T25S, R21E SLB&M, Moab City, Grand County, Utah:

Beginning at a point on grantor’s boundary said point being North 41°32’09" West 1793.86 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence along grantor’s west boundary North 31°20’00" West 210.00 feet to a point on grantor’s north boundary; thence along said boundary North 53°35’00" East 20.08 feet; thence South 31°20’00" East 210.00 feet to grantor’s south boundary; thence along said boundary South 53°35’00" West 20.08 feet to the point of beginning, having an area of 4,200 square feet, 0.096 acres (the “Easement Area”).

2. Purpose. This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging and repairing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables and such other surface and subsurface appurtenances as may be deemed necessary for the intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. Non-exclusive Use; Removal of Encroachments. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Notwithstanding, Grantor may connect directly to the sewer line within the Easement Area at Grantor’s sole cost and expense, but is subject to compliance with Grantee’s ordinances and procedures regarding connection to the public sewer lines including, but not limited to, obtaining the applicable permit outlined in Chapter 13 of the City of Moab Municipal Code. Grantee agrees to waive the connection fee required under Chapter 13.08.050 of the City of Moab Municipal Code, but Grantor agrees to pay all
applicable impact fees and subsequent service fees required by Grantee.

4. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

6. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

8. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

9. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

10. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

11. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

   **Grantee:**
   City of Moab
   Attn: City Manager
   217 East Center St.
   Moab, UT 84532

   **Grantor:**
   Cottontree Partners Limited Partnership
   Attn: David J. Petersen
   1030 North 300 East
   P.O. Box 540533
   North Salt Lake, UT 84054

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Cottontree Partners Limited Partnership/City of Moab Utility
Easement Signature Page, Contd.

Grantor:

COTTONTREE PARTNERS LIMITED PARTNERSHIP
By: [Signature]
    David J. Petersen, President

STATE OF Utah       )
        ) ss.
County of Davis      )

The foregoing Agreement was acknowledged and executed before me by Cottontree Partners Limited Partnership, acting by and through, David J. Petersen, President, this 11th day of July, 2019.

Witness my hand and official seal.

[Signature]
Notary Public, State of Utah
Address: 5615 S. Mountain Rd.
         Fruit Heights, UT 84027
My commission expires: 6/19/22

Grantee:

CITY OF MOAB
By: [Signature]
    Emily Niehaus, Mayor

Attest: [Signature]
Sommar Johnson, Recorder

Date 8-9-19

-End of Document-
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Cottontree Partners Limited Partnership, an Idaho limited partnership, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the NE 1/4 of the SW 1/4 of Section 26, T 25 S, R 21 E

   SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on grantor’s boundary said point being North 41°32'09" West 1793.86 feet and North 53°35'00" East 20.08 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 31°20'00" West 210.00 feet to grantor’s north boundary; thence along said boundary North 53°35'00" East 30.12 feet; thence South 31°20'00" East 210.00 feet to grantor’s south boundary; thence along said boundary South 53°35'00" West 30.12 feet to the point of beginning, having an area of 6,300 square feet, 0.145 acres

   (the “Easement Area”).

2. **Purpose.** This Agreement is granted for the purpose of installing and constructing sanitary sewer lines, along with associated surface structures including manholes, control boxes, cables, and such other surface and sub-surface appurtenances as may be deemed necessary for the intended use. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2021. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Warranty of Title and Authority.** The Grantor warrants that it has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

7. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Cottontree Partners Limited Partnership
Attn: David J. Petersen
1030 North 300 East
P.O. Box 540533
North Salt Lake, UT 84054

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:

COTTONTREE PARTNERS LIMITED PARTNERSHIP

By: [Signature]

David J. Petersen, President

STATE OF UTAH )

) ss.

COUNTY OF Davis )

The foregoing Agreement was acknowledged and executed before me by Cottontree Partners Limited Partnership, acting by and through, David J. Petersen, President, this 11th day of July, 2019.

Witness my hand and official seal.

Notary Public, State of Utah
Address: 541 S. Mountain Rd
Fruit Heights UT 84037
My commission expires: 06/19/2022

Grantee:

CITY OF MOAB

By: [Signature]

Emily Niehaus, Mayor

Attest:

[Signature]

Sommar Johnson, Recorder

Date: 8.19.19

-End of Document-
GIAMMATTEO INVESTMENTS LLC
01-128-0010

N 53°35'00" E
30.12'

COTTON TREE PARTNERS
01-128-0009

N 31°20'00" W 20.08'

POE
TEMPORARY EASEMENT

S 53°35'00" W
20.08'

POE
SEWER EASEMENT

S 51°22'00" W 20.00'

30' TEMPORARY CONSTRUCTION
EASEMENT

NO. 7540504
LUCAS
BLAKE
2/16/19

STATE OF UTAH

RED DESERT
Land Surveying
30 South 100 East
Moab, UT 84532
435-259-8175

EXHIBIT C
20' SEWER EASEMENT,
30' TEMPORARY CONSTRUCTION
EASEMENT

Project 067-18
Date 2/16/19
Sheet 1 OF 1

Ent 535182 Bk 0886 Pg 0413

GRAPHIC SCALE

1" (INCH) = 80' (FEET)
UTILITY EASEMENT AND AGREEMENT

This UTILITY EASEMENT AND AGREEMENT (the “Agreement”) is made and entered into as of the date(s) set forth below by and between Giammatteo Investments LLC, a Utah limited liability company, the owner of record, (“Grantor”), and the City of Moab, a municipal corporation (“Grantee”). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a permanent easement in the NE ¼ & NW ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on grantor’s boundary said point being North 40°28’15” West 2000.89 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence along grantor’s west boundary North 31°20’00” West 321.70 feet; thence with said boundary North 31°42’42” West 98.30 feet to grantor’s north boundary; thence with said boundary North 53°35’00” East 20.07 feet; thence South 31°42’42” East 100.01 feet; thence South 31°20’00” East 319.99 feet to grantor’s south boundary; thence with said boundary South 53°35’00” West 20.08 feet to the point of beginning, having an area of 8,400 sq. ft., 0.19 acres

   (the “Easement Area”). A map outlining the Easement Area is attached as Exhibit C.

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing sanitary sewer lines, along with associated surface structures, including manholes, as may be deemed necessary for the intended use; provided, however, that Grantee shall: a) not install a lift station in the Easement Area; and b) make a good faith effort to i) install improvements underground and ii) consolidate necessary surface structures together to minimize surface disturbance in the Easement Area. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Non-exclusive Use; Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.
4. **Restoration.** Upon completion of any installation, construction, repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

5. **Connection Fees.** In consideration of the easement granted herein, the City shall waive all City of Moab sewer connection fees (but not water connection fees) for future development of any type on real property owned by Grantor and known as 1691 N. Riverview Drive (Parcel No. 01-0126-0010), which real property is comprised of 4.22 acres. This Section shall not be construed as waiving water and sewer impact fees due to the City of Moab under Chapter 13.25 of the City of Moab Municipal Code.

6. **Abandonment.** This Agreement shall only be deemed abandoned upon lawful execution and recording of a written grant by Grantee conveying and abandoning this Agreement.

7. **Warranty of Title and Authority.** Grantor warrants that it has full right and lawful authority to make the grant contained herein and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the lands subject to this Agreement.

8. **Binding in Perpetuity.** This Agreement is irrevocable and shall bind the subject property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

9. **Sole Agreement; Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

10. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

11. **Remedies and Attorney Fees.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

12. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:
Grantee:
City of Moab
Attn: City Manager
217 East Center St.
Moab, UT 84532

Grantor:
Giammatteo Investments LLC
Attn: J. J. Wang
168 East Center St.
Moab, UT 84532

This Agreement is binding and effective as of the date(s) of execution by the parties, below.

Grantor:
Giammatteo Investments LLC

By:
Giammatteo Investments LLC
By: J. J. Wang, Manager/Member

STATE OF UTAH

) ss.
COUNTY OF GRAND

The foregoing Agreement was acknowledged and executed before me by Giammatteo Investments LLC, acting by and through J. J. Wang, Manager/Member this 6th day of November, 2019.


RACHELLE PIERCE
Notary Public
State of Utah
COMMISSION # 703203
My Commission Expires November 06, 2022

Notary Public, State of Utah
Address: 230 E 100 N.
Moab, UT 84532

-Continued Below-
Giannatteo/City of Moab Utility Easement and Agreement
Signature Page, Contd.

Grantee:

By:  
Emily Niehaus, Mayor of the City of Moab

Attest:  
Sommár Johnson, Recorder  
NOV. 9, 2019  
Date  

-End of Document-
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (the "Agreement") is made and entered into as of the date(s) set forth below by and between Giammatteo Investments LLC, a Utah limited liability company, the owner of record, ("Grantor"), and the City of Moab, a municipal corporation ("Grantee"). In consideration of the mutual promises and obligations contained herein, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement in the NE ¼ & NW ¼ of the SW ¼ of Section 26, T 25 S, R 21 E SLB&M, Moab City, Grand County, Utah:

   Beginning at a point on grantor’s boundary said point being North 40°28'15" West 2000.89 feet and North 53°35'00" East 20.08 feet from the North Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 31°20'00" West 319.99 feet; thence North 31°42'42" West 100.01 feet to grantor’s north boundary; thence with said boundary North 53°35'00" East 30.10 feet; thence South 31°42'42" East 102.58 feet; thence South 31°20'00" East 317.43 feet to grantor’s south boundary; thence with said boundary South 53°35'00" West 30.12 feet to the point of beginning, having an area of 12,600 sq. ft., 0.29 acres.

   (the "Easement Area"). A map outlining the Easement Area is attached as Exhibit A.

2. **Purpose.** This Agreement is granted for the purpose of establishing, installing, and constructing sanitary sewer lines, along with associated surface structures including manholes, and such other surface and sub-surface appurtenances as may be provided in the permanent easement executed contemporaneously with this Agreement. This includes but is not limited to, the transport and storage of construction material, soil, equipment, and vehicles. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purposes of this Agreement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

3. **Temporary Easement.** This Agreement shall be temporary in duration, commencing upon the date of execution of this Agreement and continuing for the duration of the construction project, but not to exceed January 1, 2021. After construction and restoration is complete, Grantee covenants and agrees that it shall have no further right or interest as to the real property comprising the same.
4. **Non-exclusive Use: Removal of Encroachments.** Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee.

5. **Restoration.** Upon completion of any installation, construction, repair or maintenance work contemplated by this Agreement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance. All restoration work within or upon the Easement Area shall be undertaken at the sole cost of Grantee. Upon completion of the restoration, the Grantee shall remove all equipment and materials from the Easement Area.

6. **Warranty of Title and Authority.** The Grantor warrants that it has full right and lawful authority to make the grant contained herein and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the lands subject to this Agreement.

7. **Sole Agreement: Modifications.** This Agreement constitutes the sole and complete agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. No modification to this Agreement shall be binding unless it is in writing and duly executed by both parties.

8. **Governing Law and Venue.** This Agreement is governed by Utah law; the sole venue for any dispute arising from this Agreement shall be the courts of Grand County, Utah.

9. **Remedies and Attorney Fees.** In the event of any breach of the provisions of this Agreement, the non-breaching party may enforce same in an action for damages, specific performance, or both. In any such proceeding arising under this Agreement the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other remedies or relief.

10. **Notices.** Any notice shall be sent by first class mail, postage prepaid, or delivered by courier, to the addresses for the parties as specified below:

    Grantee: Grantor:
    City of Moab     Giannmateo Investments LLC
    Attn: City Manager    Attn: J. J. Wang
    217 East Center St.    168 East Center St.
    Moab, UT 84532     Moab, UT 84532

This Agreement is binding and effective as of the date(s) of execution by the parties, below.
Grantor:
Giammatteo Investments LLC

By: _____________________________
Giammatteo Investments LLC
By: J. J. Wang, Member/Manager

STATE OF UTAH

COUNTY OF GRAND

The foregoing Agreement was acknowledged and executed before me by Giammatteo Investments LLC, acting by and through J. J. Wang, Member/Manager this 6th day of November, 2019.


Grantee:

By: _____________________________
Emily Niehaus, Mayor of the City of Moab

Attest:

Sommar Johnson, Recorder

Date: Nov. 8, 2019

-End of Document-