

When Recorded, Mail To:
BIG HOLLOW IRRIGATION COMPANY
1034 South Main St.
Springville, UT 84663

With a Copy To:
Alan Paul Hjorth
P.O. Box 332
Payson, UT 84651-0332

Parcel No. 26:043:0008



ENT 25888:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Feb 28 11:29 am FEE 40.00 BY IP
RECORDED FOR MENLOVE CONSTRUCTION

EASEMENT AGREEMENT

THIS AGREEMENT is made between **ALAN PAUL HJORTH**, a private landowner, whose address is P.O. Box 332, Payson, UT 84651-0332 ("**Grantor**"), and **BIG HOLLOW IRRIGATION COMPANY**, an irrigation company organized under the laws of the State of Utah, whose address is 1034 South Main St., Springville, Utah 84663 ("**Grantee**").

RECITALS

A. Grantee operates an irrigation company and associated irrigation facilities, a portion of which are on land owned by Grantor. Grantee intends to continue to convey irrigation water through its facilities to serve the area within its service area. This project includes irrigation pipe network to be installed underground. These facilities involve the Grantor's land located in Utah County, Utah.

B. The land is described and shown on the attached Exhibit "A."

C. Grantee desires permanent right-of-way for the operation and maintenance of said facilities, as described and shown on the attached Exhibit "A."

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor grants to Grantee a permanent easement in, on, under, across, and through the land of Grantor, as described and shown on the attached Exhibit "A" for the construction, installation, operation, maintenance, repair, inspection, vehicular and pedestrian access, ingress and egress to and from adjacent property of said facilities.

2. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

3. Necessary Acts & Cooperation. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

4. Recordation. Any party may record this Agreement.

5. Assignment. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

6. Construction & Maintenance. All construction and maintenance done on said easement must be done in the least disruptive fashion. Grantee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. All trees, native shrubbery, and vegetation outside the immediate area of the easement or otherwise designated to remain shall be preserved and shall be protected from damage. Upon completion of any construction done on said easement, land will be restored to pre-construction conditions including but not limited to landscaping, concrete work and asphalt replacement.

When Recorded, Mail To:
BIG HOLLOW IRRIGATION COMPANY
1034 South Main St.
Springville, UT 84663

With a Copy To:
Alan Paul Hjorth
P.O. Box 332
Payson, UT 84651-0332

Parcel No. 26:043:0008

7. Facilities Inside Easement. No trees or shrubs are allowed within the irrigation easement. Grantor will be responsible for the prevention of or removal of structures (other than irrigation facilities), trees, shrubs, or any other facilities that could damage the irrigation company facilities within the easement. Any damage to the irrigation facilities must be repaired by the Grantor.

8. Authority. By executing this Agreement below, Grantor and Grantee each represent and warrant they have full capacity, right, power, and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor and Grantee related thereto.

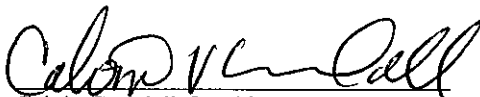
9. Hold Harmless. The parties shall indemnify, defend, and hold each other harmless from any claims of injury or damage to any persons or property, and/or claims of injury or damage made by third parties (whether or not such claims of third parties are meritorious) that result from or are claimed to result from, in whole or in part, any act, error, omission, or fault of the other party, or the exercise of any of the privileges under this Agreement. Grantor shall be strictly responsible for any damage to, obstruction of, or interference with the use, operation, maintenance, repair, or replacement of the irrigation facilities located within the easement caused in whole or in part by the Grantor, their agents, assigns, or licensees. Likewise, Grantee shall be strictly responsible for any damage to, unreasonable obstruction of, or unreasonable interference with Grantor's use of its land.

10. Attorneys' Fees. In the event an action is filed in district court as a result of a dispute arising out of this Agreement, the prevailing party shall be entitled to its attorneys' fees.

ENTERED INTO this 27 day of Jan, 20~~18~~²⁰

BIG HOLLOW IRRIGATION COMPANY

ALAN PAUL HJORTH


Calvin Crandall, President



By: _____

Its: _____

[INTENTIONALLY LEFT BLANK – SEE NEXT PAGE]

When Recorded, Mail To:
BIG HOLLOW IRRIGATION COMPANY
1034 South Main St.
Springville, UT 84663

With a Copy To:
Alan Paul Hjorth
P.O. Box 332
Payson, UT 84651-0332

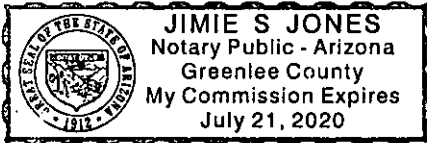
Parcel No. 26:043:0008

ACKNOWLEDGEMENTS

ARIZONA
STATE OF ~~UTAH~~)
Greenlee)ss.
COUNTY OF ~~UTAH~~)

On this 27 day of January, 2020 appeared before me Alan P. Hjorth, his/her identity and position having been satisfactorily established to me, and did duly acknowledge to me that he/she voluntarily executed the foregoing document for the purposes stated therein.

Seal:



Jimie S Jones
NOTARY PUBLIC

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 27th day of Feb, 2020, before me personally appeared CALVIN CRANDALL, President of the BIG HOLLOW IRRIGATION COMPANY, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of the BIG HOLLOW IRRIGATION COMPANY has authorized him to execute the foregoing document, and did acknowledge to me that he executed the same for the purposes stated therein.

Seal:



NOTARY PUBLIC *[Signature]*

Exhibit A

HJORTH

A 20.0-FOOT IRRIGATION LINE EASEMENT, BEING 5.0 FEET TO THE SOUTH AND 15.00 FEET TO THE NORTH OF THE FOLLOWING DESCRIBED CENTERLINE OF AN IRRIGATION PIPE:

BEGINNING AT A POINT NORTH 29.87 FEET AND EAST 2.38 FEET EAST AND NORTH 0°17'15" WEST 411.30 FEET AND NORTH 88°11'34" WEST 4.32 FEET FROM THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 88°11'34" WEST 11.48 FEET TO THE POINT OF TERMINUS