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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

AFTER RECORDING PLEASE RETURN TO:

David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
101 South Second East, Suite 700
Salt Lake City, Utah 84111

CT-123369-CAP

Tax Parcel Nos.: 28-12-101-007, 28-12-101-008, 28-12-101-016, 28-12-176-013 and 28-12-176-014

UTILITY EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of the 2 day of September, 2021 (the "**Effective Date**"), is entered into between QUAIL RUN DEVELOPMENT, LLC, , a Utah limited liability company, hereinafter referred to as "**Grantor**", and SUSAN DESPAIN, ERIC M. DESPAIN and SHANE P. NIELSEN, as TRUSTEES OF THE ROBERT V. DESPAIN BYPASS TRUST UAD AUGUST 30, 1994 (the "**Trust**"), ARESS CO., L.C. a Utah limited liability company ("**Aress**"), and ROLA V, LLC, a Utah limited liability company "**Rola V**" and together with the Trust and Aress, collectively referred to as "**Grantees**").

WHEREAS, the Trust was the fee owner of certain land located in Salt Lake County, Utah, more particularly described as Parcel 4 set forth on Exhibit A attached hereto and made a part hereof; and,

WHEREAS, Aress was the fee owner of certain land located in Salt Lake County, Utah, more particularly described as Parcels 2 and 3 set forth on Exhibit A; and,

WHEREAS, Rola V was the fee owner of certain land located in Salt Lake County, Utah, more particularly described as Parcels 1 and 5 set forth on Exhibit B attached hereto and made a part hereof; and,

WHEREAS, Parcels 1-5 are hereinafter referred to collectively as the Property; and,

WHEREAS, prior to Grantor's purchase of the Property from Grantees, as well as currently, there exists an undefined easement for an irrigation canal or ditch owned by the Grantees that traverses the Property, commonly known as the North Despain Ditch and hereinafter referred to as "**North Despain Ditch**" and more particularly described by a metes and bounds description and accompanying diagrammatic sketch, as set forth on Exhibit B attached hereto and made a part hereof; and

WHEREAS, the parties desire to create an easement for the existing North Despain Ditch, and agree to the terms under which Grantor can move a portion of the North Despain Ditch and grant the additional easements to move it to an as-of-yet undetermined location based on a future development;

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantors and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Existing Canal. Grantor hereby grants and conveys to Grantees, their heirs, legal representatives, successors and assigns, and to any future owner of the North Despain Ditch, a perpetual non-exclusive irrigation easement for the purposes of maintaining the North Despain Ditch used to convey irrigation water across the Property, including rights to access the property to maintain,

construct, and operate irrigation facilities that presently exist or that may exist in the future, across the Property in the current location set forth in Exhibit B (the “**Easement Area**”).

2. Relocation of Easement Area; Piping of North Despain Ditch. Grantees agree that Grantor, its heirs, legal representatives, successors and assigns as to any future owner of the Property on which the North Despain Ditch is located, the right to move that portion of the perpetual non-exclusive irrigation easement for the purposes of future development of the Property, not including the easterly approximate 259.61 feet of the canal, which parallels and borders property owned by Susan Despain to any location within the Property on the condition the ditch exits the Property in its current location in accordance with the terms of that certain Purchase and Sale Agreement dated February 24, 2020 and amended September __, 2021 (the “**Purchase Agreement**”). Such new location shall be memorialized by a new easement agreement or amendment to this Agreement as set forth in the Purchase Agreement, as amended (a “**New Easement Agreement**”), which create the new Easement Area and shall grant Grantees the right to construct, operate, repair, replace and maintain, at Grantees cost, an irrigation pipeline from the end of the aforementioned 259.61 feet to the point it currently exists the Property into the Granite Oaks subdivision.

3. Use. Grantee, and Grantee’s designees may use the Easement to install, maintain, and repair the North Despain Ditch.

4. Access. Grantee shall be permitted access to a reasonable area of the Property, to perform installation, maintenance, and repairs on the North Despain Ditch.

5. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property, all costs and expenses incurred in connection with the moving of the irrigation canal to a location to be determined by Grantee.

6. Compliance with Laws. Grantee shall perform all work permitted herein in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

7. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area.

8. Reservation of Rights. All right, title, and interest in and to the Easement Area and all rights of access which may be used and enjoyed without interfering with the rights conveyed by this Agreement Grantees are reserved to Grantors, provided, however, that Grantors shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Easement Area or unreasonably impair access to the Easement Area; or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring the Easement Area after such installation.

9. Representations and Warranties. Grantor hereby represent and warrant to Grantees that: (a) it has the full right, power, title, and interest to make enter into this Agreement and grant the rights

and easements to Grantees; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantees pursuant to the terms hereof; and (c) Grantees' easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

10. Transferability; Rights and Obligations Run with the Land. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

11. Default and Remedies. In the event of a default by Grantors or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

12. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

13. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

14. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

15. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the state of Utah. Each party hereto agrees that all actions or proceedings arising in connection with this agreement and the transactions contemplated hereby shall be tried and litigated in the Third District Court, Salt Lake District, located in the state of Utah, unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. To the extent permitted by law, each party hereto irrevocably waives any right any party hereto may have to assert the doctrine of forum non conveniens, to assert that any party hereto is not subject to the jurisdiction of the aforesaid courts, or to object to venue to the extent any proceeding is brought in accordance with this section.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than five (5) business days after the date hereof.

17. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

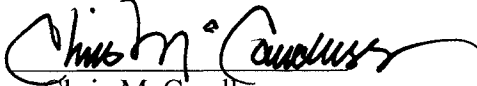
18. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

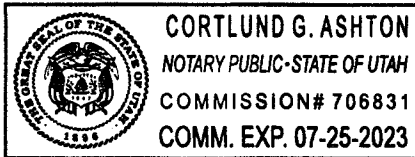
GRANTOR:
QUAL RUN DEVELOPMENT, LLC,
a Utah limited liability company

By Its Manager:
C.W. MANAGEMENT CORPORATION,
a Utah corporation

By: 
Name: Chris McCandless
Title: President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day of September, 2021 by Chris McCandless.





Notary Public

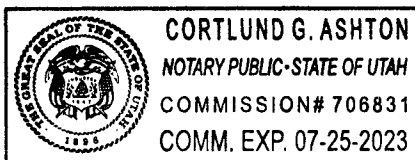
GRANTEES:

ARESS CO., L.C., a Utah limited liability company

By: Susan Despain
Name: Susan Despain
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of September, 2021 by.



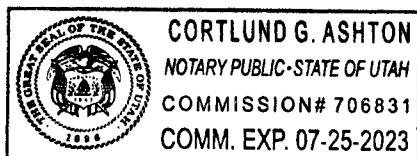
Cortlund G. Ashton
Notary Public

ROLVA V, LLC, a Utah limited liability company

By: Susan Despain
Name: Susan Despain
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of September, 2021 by.



Cortlund G. Ashton
Notary Public

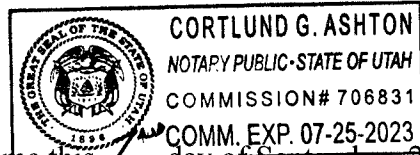
SUSAN DESPAIN, ERIC M. DESPAIN
AND SHANE P. NIELSEN, TRUSTEES
OF THE ROBERT V. DESPAIN BYPASS
TRUST UAD AUGUST 30, 1994

Susan Despain, Trustee
Susan Despain, Co-Trustee

Eric M. Despain
Eric M. Despain, Co-Trustee

Shane P. Nielsen
Shane P. Nielsen, Co-Trustee

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

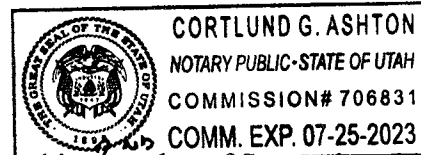


ZND

The foregoing instrument was acknowledged before me this 2 day of September, 2021 by
Susan Despain, Co-Trustee.

Cortlund G. Ashton
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

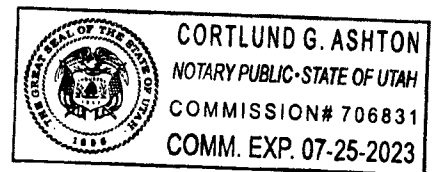


ZND

The foregoing instrument was acknowledged before me this 2 day of September, 2021 by Eric
M. Despain, Co-Trustee.

Cortlund G. Ashton
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 2 day of September, 2021 by
Shane P. Nielsen, Co-Trustee.

Cortlund G. Ashton
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Beginning at a point South 89°53'04" West 1468.28 feet and South 434.07 feet from the North quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 63°46'41" East 150 feet; thence South 22°50'14" West 205 feet; thence North 63°46'41" West 150 feet; thence North 22°50'14" East 204.99 feet to the point of beginning.

PARCEL 2:

Beginning at a point South 89°53'04" West 1290.82 feet and South 421.09 feet from the North quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 38°07'42" East 558.95 feet; thence South 15°23'42" West 222.14 feet; thence North 87°55'18" West 276.83 feet; thence North 78°28'17" West 300.55 feet; thence South 21°01'43" West 310.01 feet to center of Little Cottonwood Creek; thence North 74°35'01" West 114 feet; thence North 28°55'38" East 686.25 feet; thence South 63°46'41" East 58 feet; thence North 22°50'14" East 205 feet; thence North 63°46'41" West 150 feet; thence North 85°41'58" East 177.95 feet to the point of beginning.

PARCEL 3:

Beginning at a point 1528.45 feet North and 1254.35 feet East of the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North fence boundary of Stanley E. Smith; thence North 78°28'17" West, 310.10 feet along the North boundary fence; thence North 21°01'43" East 97.01 feet; thence South 78°28'17" East 300.55 feet; thence South 15°23'42" West, 95.90 feet to the point of beginning.

PARCEL 4:

Commencing North 45°53'30" East 2117.9 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Meridian; thence North 78°20' West, 270 feet; thence North 15°24' East 95.9 feet; thence South 87°55' East 276.6 feet; thence South 38°25' East 397.5 feet; thence South 18°38' West 220.1 feet to creek; thence North 84°24' West 154 feet; thence South 69°54' West 113.6 feet; thence North 74°45' West 64.4 feet; thence North 15°24' East 404.4 feet, more or less, to the beginning.

LESS AND EXCEPTING THEREFROM: Beginning at a point North 89°52'27" East 1519.45 feet and North 00°07'33" West 1079.06 feet of the West quarter corner of Section 12, Township 3 South, Range 1 East of the Salt Lake Base and Meridian; thence South 69°49'14" West 43.69 feet; thence North 74°49'46" West 64.40 feet; thence North 15°19'14" East 274.24 feet; thence

South 74°40'46" East 318.68 feet; thence South 18°30'56" West 183.07 feet along the West line of Lot 1 of said subdivision; thence North 84°09'44" West 153.69 feet along the centerline of Little Cottonwood Creek; thence South 69°49'14" West 69.91 feet along the centerline of said Little Cottonwood Creek to the point of beginning.

PARCEL 5:

Beginning North 1610.87 feet and East 1556.46 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Meridian; thence North 15°23'42" East 222.14 feet to the Southwest line of North Little Cottonwood Road; thence South 38°07'42" East 278.781 feet; thence Southeasterly along a 1106.61 foot radius curve to the left 430.09 feet, more or less; thence South 30°24'14" West 115.64 feet; thence North 74°01'35" West 259.66 feet; thence North 38°25'18" West 397.85 feet, more or less, to the beginning.

EXHIBIT B

NORTH DESPAIN DITCH LEGAL DESCRIPTION

Irrigation Easement

A parcel of land situate in the Northwest Quarter of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southerly boundary line of GRANITE OAKS SUBDIVISION AMENDED, said point being South 00°39'15" East 437.67 feet along the West Section line and North 89°48'44" East 1,101.53 from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 85°41'58" East 29.81 feet along said Southerly boundary line;

thence South 64°05'17" East 152.69 feet;

thence South 40°54'27" East 333.23 feet;

thence South 18°31'18" East 268.07 feet;

thence South 37°57'04" East 466.03 feet;

thence South 74°01'35" East 240.22 feet;

thence South 30°24'14" West 20.00 feet;

thence North 74°01'35" West 259.61 feet;

thence North 37°57'04" West 462.88 feet;

thence North 18°31'18" West 267.27 feet;

thence North 40°54'27" West 321.14 feet;

thence North 64°05'17" West 172.37 feet to a point on said Easterly Boundary line of GRANITE OAKS SUBDIVISION AMENDED;

thence North 26°13'19" East 15.00 feet along said Easterly boundary line to the point of beginning.

Contains 41,688 Square Feet or 0.957 Acres