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Rhonda Francis Summit County Recorder

09/10/2020 12:08:55 PM Fee \$40.00

By Parsons Behle & Latimer

Electronically Recorded

When Recorded Return to:

Peoa South Bench Canal and Irrigation Company

Attention: Sam Turpin

1501 W Stevens Lane

Oakley, UT 84055

Parcel No. CD-119-C

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Space above for County Recorder's use

### GRANT OF EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, So. Pair-A-Dice, LLC, a Utah limited Liability Company (together "**Grantor**"), do hereby convey to Peoa South Bench Irrigation Company ("**Grantee**"), its successors and assigns, a perpetual right-of-way and easement (referred to herein as the "**Easement**") to construct, install, maintain, operate, repair, inspect, protect, remove and replace a water pipeline, and other water transmission and distribution structures and any related facilities (referred to herein as the "**Facilities**") over and through a parcel of real property owned by Grantor, located in Summit County, State of Utah, more particularly described as the **Permanent Easement on Attachment "A"** attached hereto and incorporated herein by this reference (the "**Easement Parcel**");

TO HAVE AND HOLD the same unto Grantee, its successors and assigns, with the right of ingress and egress for Grantee, its officers, employees, agents and assigns to enter upon the Easement Parcel with such equipment and vehicles as are necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

Grantor shall have the right to use the Easement Parcel, subject to the Easement and Grantee's rights provided such use shall not interfere with Grantee's permitted uses of the Easement Parcel, the Facilities or with the conveyance of water through the Facilities, or any other rights granted to Grantee hereunder.

The parties shall not construct any permanent structures within the Easement Parcel, nor any temporary structures that may interfere with Grantee's right to use the Easement Parcel, except that Grantee may construct Facilities incidental to the use of the Easement, provided such Facilities do not obstruct traffic along any road or driveway. Grantee shall have the right, without compensation to Grantor, to remove any structures constructed within the Easement Parcel that may, in Grantee's opinion, endanger, hinder, or conflict with the rights under the Easement granted herein. Grantee shall not be liable for any damage to any improvements made by Grantor that arises out of or in connection with Grantee's use of the Easement Parcel.

Grantor additionally confers on Grantee a **Temporary Easement** on Grantor's real property, more particular described on **Attachment "A,"** for the purpose of construction and installation of the Facilities. The Temporary Easement shall expire on the first of (1) one year following the completion of the Facilities or (2) January 1, 2022. Until it expires, Grantee shall enjoy full rights and access to the Temporary Easement on a level equivalent to Grantee's rights and permitted uses of the Easement Parcel.

Upon achieving successful delivery of water to its shareholders via the Facilities, Grantee agrees to vacate any existing prescriptive easement it might have on Grantor's property for irrigation purposes.

Grantor assumes the risk of damages caused to Grantor's property or the property of third parties, by all activities conducted by Grantor or Grantor's agents, including without limitation, damages caused by leakage, rupture, or other damage to the Facilities. Grantor shall indemnify, pay the cost of repair, and reimburse Grantee from and against all losses, claims, costs, expenses, or fees incurred by Grantee, including any legal claim or other action that may be brought or threatened against Grantee as a result of damages to property for which a Grantor assumes the risk of damages, or any repair or replacement costs resulting from damages to the Facilities that are attributable to the activities of that Grantor or that Grantor's agents.

Grantee assumes the risk of damages caused to Grantor's property or the property of third parties, by all activities conducted in connection with the exercise of powers conferred under this Grant of Easement or the use or maintenance of the Facilities by Grantee or Grantee's agents, or that may result from misuse or damage to the Facilities caused by persons not parties to this Grant of Easement, unidentified persons, or natural forces or conditions not created by Grantor. Grantee shall indemnify, assume the cost of repair, and reimburse Grantor from and against all losses, claims, costs, expenses, or fees incurred by any legal claim or other action that may be brought or threatened against that Grantor as a result of damages to property for which Grantee assumes the risk of damages, or any repair or replacement costs resulting from damages to the Facilities that are attributable to the activities of Grantee, the Grantee's agents, persons not parties to this Grant of Easement, unidentified persons, or natural forces or conditions not created by Grantor. In no way shall this provision be construed to limit the right of Grantee to pursue legal or other action against persons not parties to this Grant of Easement or unidentified persons, including without limitation actions for the recovery of costs, expenses, fees, or other losses from those persons.

The Easement and rights and interest granted herein shall constitute covenants running with the land, which shall burden the Easement Parcel and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Easement Parcel and shall inure to the benefit of Grantee and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said SO. Pair-A-Dice, LLC, a Utah Limited Liability Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this 29<sup>th</sup> day of May, A.D. 20 20.

STATE OF Utah )

SO. Pair-A-Dice, LLC, a Utah

) ss.

Limited Liability Company

COUNTY OF Summit )

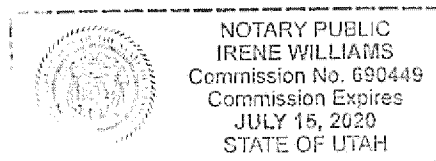
By Lorie Leavitt

Manager

On the date first above written personally appeared before me, Lorie Leavitt, who, being by me duly sworn, says that he is the Manager of SO. Pair-A-Dice, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said Lorie Leavitt acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Irene Williams  
Notary Public



GRANTEE

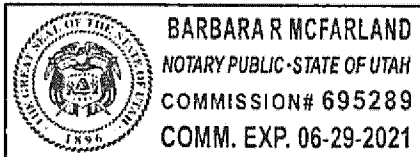
PEOA SOUTH BENCH CANAL AND IRRIGATION COMPANY

*David Lake*  
By: \_\_\_\_\_  
Its: President

STATE OF UTAH )  
                    Salt Lake : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2020 by David Lake, as President of the Peoa South Bench Canal and Irrigation Company.

*Barbara R. McFarland*  
NOTARY PUBLIC



## **Attachment A**

### **Permanent Easement:**

A 20 foot strip of land located in NW 1/4 of Section 24, T.1S., R.5E., S.L.B.&M. more particularly described as follows:

Beginning at the southwest corner of the Grantor's property, which point is 918.19 feet S.89°37'35"W. along the section line and 2,694.84 feet North from the South Quarter Corner of said Section 24; thence along the westerly boundary line of the Grantor's property N.01°22'11"E. 389.81 feet; thence East 20.01 feet; thence S.01°22'11"W. 389.70 feet, more or less, to the southerly boundary line of the Grantor's property; thence along said boundary line S.89°40'55"W. 20.01 feet, more or less, to the point of beginning.

Contains 7,795 square feet or 0.179 acre in area, more or less.

### **Temporary Easement:**

A 20 foot strip of land located in NW 1/4 of Section 24, T.1S., R.5E., S.L.B.&M. more particularly described as follows:

Beginning at a point on the southerly boundary line of the Grantor's property, which point is 898.18 feet S.89°37'35"W. along the section line and 2,694.82 feet North from the South Quarter Corner of said Section 24; thence N.01°22'11"E. 389.70 feet; thence West 20.01 feet, more or less, to the westerly boundary line of the Grantor's property; thence along said boundary line N.01°22'11"E. 20.01 feet; thence East 40.01 feet; thence S.01°22'11"W. 409.59 feet, more or less, to the southerly boundary line of the Grantor's property; thence along said boundary line S.89°40'55"W. 20.01 feet, more or less, to the point of beginning.

Contains 8,593 square feet or 0.197 acre in area, more or less.

