

When Recorded Return to:

Peoa South Bench Canal and Irrigation Company  
Attention: Sam Turpin  
1501 W Stevens Lane  
Oakley, UT 84055

01151176 B: 2628 P: 0521

Page 1 of 6

Rhonda Francis Summit County Recorder

12/22/2020 02:04:20 PM Fee \$40.00

By Parsons Behle & Latimer

Electronically Recorded

Parcel No. CD-119-C

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]

## **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 N.01°22'11"E. 712.28 feet along the westerly boundary line of the Grantor's property; thence S.88°37'49"E. 20.00 feet; thence S.01°22'11"W. 711.69 feet to the southerly boundary line of the Grantor's property; thence S.89°40'55"W. 20.01 along said boundary line feet to the point of beginning.

Contains 0.327 acres 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. 711.69 feet; thence N.88°37'49"W. 20.00 feet to the westerly boundary line of the Grantor's property; thence N.01°22'11"E. 20.00 feet along said boundary line; thence S.88°37'49"E. 40.00 feet; thence S.01°22'11"W. 731.10 feet to the southerly boundary line of the Grantor's property; thence S.89°40'55"W. 20.01 feet along said boundary line to the point of beginning.

Contains 0.350 acres in area, more or less.

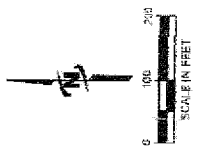


JUB ENGINEERS, INC.  
488 North 900 West  
Keywest, Utah 84057  
Phone: (435) 897-2000  
www.jubco.com

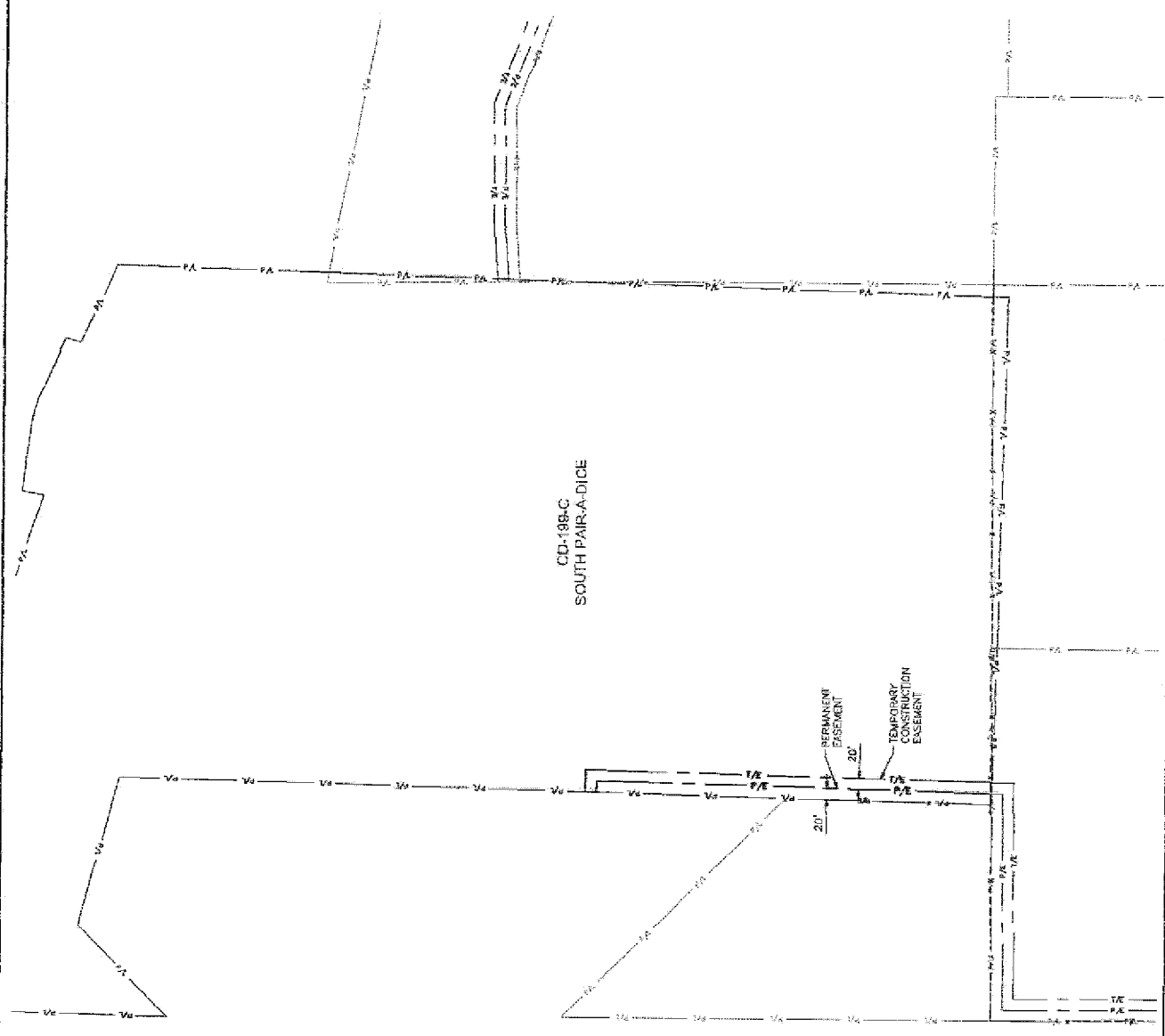
NO.	DESCRIPTION	DATE
1	DESIGNED BY	
2	CHECKED BY	
3	APPROVED BY	
4	DATE	

PECA SOUTH BENCH - DITCH PIPING PROJECT  
SOPARPO-DICE EASEMENT EXHIBIT

041  
SHEET NUMBER



- LEGEND
- PL — PROPERTY LINE
  - PA — PERMANENT EASEMENT
  - PE — PERMANENT EASEMENT
  - PR — PERMANENT EASEMENT
  - PX — PERMANENT EASEMENT
  - EX — EXISTING FENCE



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 day of October, A.D. 20 20.

STATE OF ) SO. Pair-A-Dice, LLC, a Utah

) ss. Limited Liability Company

COUNTY OF )

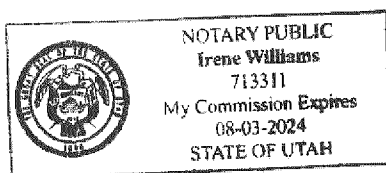
By Lorie Leavitt

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 She 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                     )  
  : ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this 13 day of November, 2020 by David Lake as President of the Peoa South Bench Canal and Irrigation Company.

Brenda Kay VanCott  
NOTARY PUBLIC

