

When Recorded, Mail To:

Compass Holdings Development, LLC
Attn: Christopher D. Trujillo
854 N. 240 E.
Kaysville, UT 84037

Tax Parcel Nos.: 110360051; 110360031

(Space above for Recorder's use only)

WATER LINE EASEMENT

THIS WATER LINE EASEMENT (this "**Instrument**") is entered into this 19 day of October, 2018, by and between COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company, and its successors and assigns ("**Grantor**"), and JAMES LELAND FROST, an individual ("**Grantee**").

RECITALS

A. Grantor currently owns that certain real property located in Kaysville, Utah, with a Tax Parcel No. 110360051 ("**Grantor's Property**").

B. In order to utilize its one share of water in the Kaysville Irrigation Company, Grantee desires to obtain a non-exclusive water line easement (the "**Easement**") on, over, under and across portions of Grantor's Property (the "**Easement Area**") for the purposes more particularly described below, and Grantor is willing to grant the Easement to Grantee for the purposes more particularly described herein, subject to the terms and conditions set forth herein. The Easement Area is generally depicted on Exhibit A, and more particularly described on Exhibit B, both attached hereto and incorporated herein by this reference. Should there be any discrepancy between the legal description and the depiction, the legal description shall control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive water line easement in, on, over, and across the Easement Area for the purposes of operating, repairing, and otherwise replacing a water line and associated improvements under and through the Easement Area for delivering secondary water to Grantee's property (the "**Improvements**").

2. **Access.** Grantee and its agents, servants, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the relevant portions of Grantor's Property for the purposes permitted by this Instrument. Grantee will enter upon the relevant portions of Grantor's Property at its sole risk and hazard, and Grantee and its

successors and assigns, hereby release Grantor from any claims relating to the condition of the relevant portions of the Grantor's Property and the entry thereon by Grantee and Grantee's Agents.

3. **Relocation of the Improvements and Easement Area.** Grantor reserves the right to relocate the Improvements at any time at Grantor's cost and expense, provided that (a) the functionality of the water line is maintained, (b) such relocation provides Grantee with comparable easement rights, and (c) the new location of the Easement Area is set forth in a recorded document.

4. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above,

5. **Maintenance and Restoration.** Grantee, at its sole cost and expense, will maintain and repair the Improvements and any and all related improvements installed by Grantee in good order and condition. Grantee will promptly repair any damage to Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and will restore Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents.

6. **Condition of Grantor's Property/Release.** 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. The Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

7. **Miscellaneous.** This Instrument shall run with the land. This Instrument constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between the parties are incorporated herein or superseded in their entirety by this Instrument. In the event that this Instrument or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder. Grantee's right to use the Easement Area shall be subject to the aforementioned conditions, which upon the recordation of this Instrument or use of the Easement granted herein shall be deemed to have been agreed and accepted by Grantee. No term or provision of this Agreement or the Exhibits attached hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

[signatures and acknowledgement commence on the next page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on the day and year first above written.

GRANTOR:

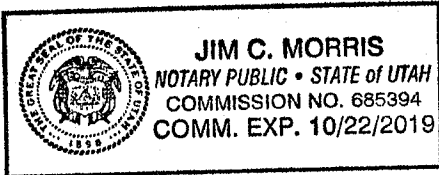
COMPASS HOLDINGS DEVELOPMENT, LLC,
a Utah limited liability company

By: Matthew J. Yeates
Name: Matthew J. Yeates
Its: member

STATE OF UTAH)
) :SS
COUNTY OF DAVIS)

On this 19 day of October, 2018, personally appeared before me MATTHEW J. YEATES the MEMBER of COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company, known or satisfactorily proved to me to be the individual identified herein, who acknowledged to me that he/she signed the foregoing instrument.

WITNESS my hand and official seal.



Jim C. Morris
Notary Public

[signatures and acknowledgements follow]

EXHIBIT A

(Depiction of Easement Area)

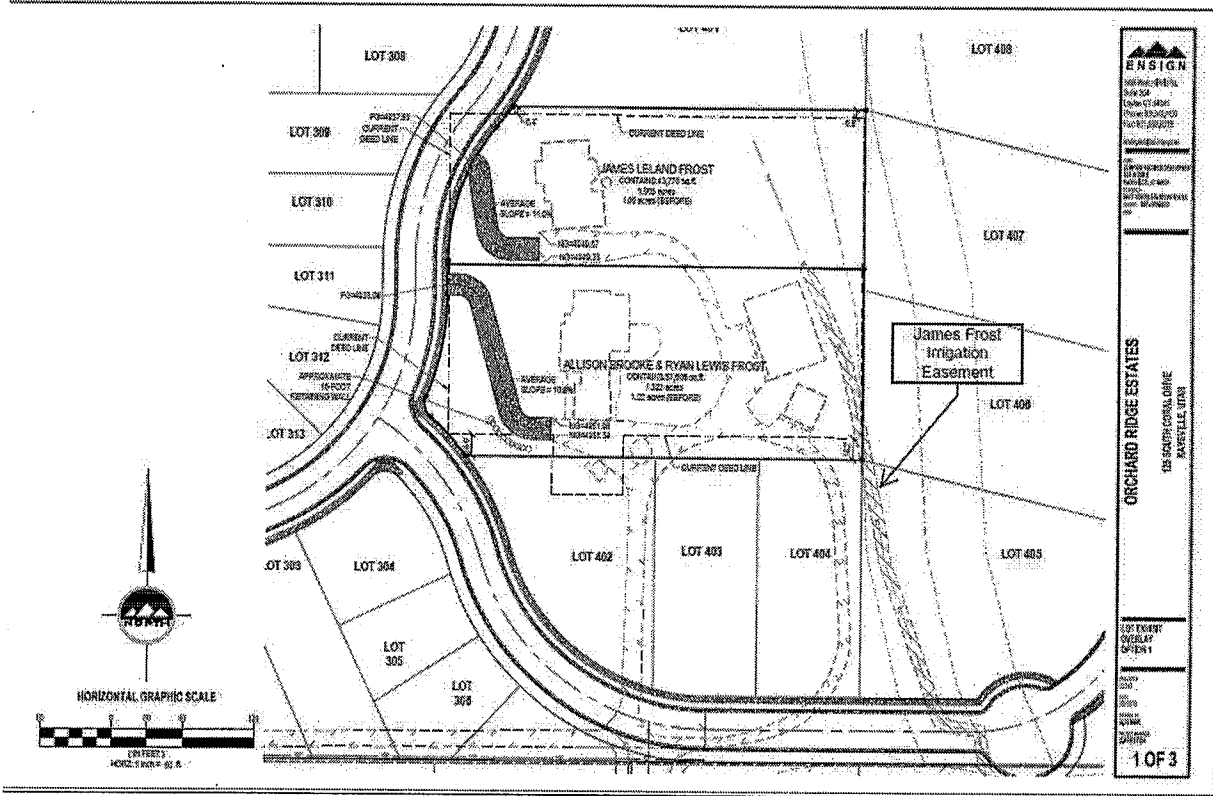


EXHIBIT B

(Legal Description of Easement Area)

James Frost Irrigation Easement

Beginning at a point South 89°50'45" East 2043.53 feet along the section line and South 929.80 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 89°50'45" West 10.14 feet;

Thence North 9°12'45" West 24.40 feet;

Thence North 82°02'16" West 22.50 feet;

Thence North 62°01'50" West 12.83 feet;

Thence North 19°25'17" West 143.04 feet;

Thence North 9°14'31" West 37.66 feet;

Thence North 11°28'50" West 60.11 feet;

Thence North 12°04'40" West 77.41 feet;

Thence North 23°17'50" West 86.95 feet;

Thence South 89°51'38" East 10.90 feet;

Thence South 23°17'50" East 83.60 feet;

Thence South 12°04'40" East 78.44 feet;

Thence South 11°28'50" East 60.36 feet;

Thence South 9°14'31" East 36.97 feet;

Thence South 19°25'17" East 138.25 feet;

Thence South 62°01'50" East 7.16 feet;

Thence South 82°02'16" East 28.11 feet;

Thence South 9°12'45" East 33.43 feet to the point of beginning.