

Office of the Davis County Recorder



Recorder
Kelly A. Silvester

E 3636399 B 8844 P 532-536
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
10/1/2025 11:06 AM
FEE 40.00 Pgs: 5
DEP AJH REC'D FOR IVORY
DEVELOPMENT

RETURNED
OCT 01 2025

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSEMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Temporary Irrigation
License Agreement
(Document Type)

12-110-0383
Tax Serial Number(s)

TEMPORARY IRRIGATION LICENSE AGREEMENT

THIS TEMPORARY IRRIGATION LICENSE AGREEMENT (this "**Agreement**") is made this 30TH day of September, 2025 (the "**Effective Date**"), by and among Ivory Development, LLC a Utah limited liability company ("**Grantor**") and David D. Jenkins - Trustee ("**Grantee**"). Grantor and Grantee may be referred to collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Grantor owns certain real property located in Layton City, County of Davis, State of Utah, generally depicted on Exhibit A attached hereto and made a part hereof (the "**Grantor Property**").

B. Grantee desires to use a portion of the Grantor Property shown on Exhibit B (the "**License Area**") to preserve an existing irrigation canal to provide water to Grantee's property.

C. Grantor is willing to grant to the Grantee a temporary, non-exclusive, revocable license for access on, over and across the License Area, subject to the terms and conditions set forth herein.

TERMS, CONDITIONS, AND AGREEMENTS

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 terms and conditions set forth below, the Parties agree as follows:

1. Grant of License. Grantor hereby grants to Grantee a temporary, non-exclusive license (the "**License**") to use the License Area for the limited purpose of preserving irrigation flows to Grantee's property.

2. Term. The License will automatically terminate upon the recordation of a plat subdividing Grantee's property.

3. Access. The Grantee and its agents, employees, consultants, contractors and subcontractors (collectively, the "**Grantee's Agents**") shall have the right to enter upon the License Area for the purposes permitted by this Agreement.

4. Reservation by Grantor. Grantor hereby reserves the right to use the License Area and all Grantor Property for any use not inconsistent with the Grantee's permitted use of the License Area.

5. Use. Grantee's use shall be at no cost to Grantor and be performed so as to interfere as little as possible with the access to and use and enjoyment of the Grantor Property. To effectuate this intent, the Grantee, among other things shall provide and maintain safe

access to the Grantor Property by Grantor and its tenants, agents, employees, invitees and guests while using the License Area and shall keep the Grantor Property reasonably free and clear of equipment and materials at all times except when working within the License Area. Grantee shall promptly repair any damage to the Grantor Property or any equipment or improvements thereon.

6. Restoration. Grantee covenants to maintain the License Area in good repair and exercise reasonable caution so that no unreasonable damage will result from its use to the Grantor Property and no unreasonable risk of injury to persons or property exists at any time. If the License Area or any other portion of the Grantor Property is damaged by the Grantee or any Grantee's Agents, the Grantee shall, at its sole cost and expense, promptly repair any such damage. Upon the expiration of this Agreement, Grantee shall restore the License Area to the same or better condition that existed before such damage. The Grantee shall be responsible for any loss, damage, or injury to the License Area and the Grantor Property caused by the Grantee or the Grantee's Agents' acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by the Grantee.

7. Miscellaneous.

7.1. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

7.2. No Public Use. The Grantor Property is and shall at all times contemplated under this agreement remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by the Grantee. Neither the Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property pursuant to this Agreement.

7.3. No Recording. The Parties agree that neither this Agreement nor any memorandum, summary, or notice thereof will be recorded in the public records of Wasatch County, Utah.

7.4. Assignability. This Agreement, and the License granted hereunder, may not be assigned or sublet, whether voluntarily or by operation of law, and the Grantee shall not permit the use of the License Area, or any part hereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

[SIGNATURES TO FOLLOW]

The parties have executed this Agreement as of the Effective Date first above written.

GRANTOR
IVORY DEVELOPMENT, LLC

By: 

Its: KEVIN ANGLESKY
SECRETARY

KEVIN ANGLESKY APPEARED BEFORE
ME ON SEPT 30TH 2025
AND SIGNED THIS AGREEMENT.



GRANTEE
DAVID D. JENKINS - TRUSTEE

By: 

Its:

DAVID D JENKINS APPEARED BEFORE ME ON SEPT 30TH 2025
AND SIGNED THIS AGREEMENT.



NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

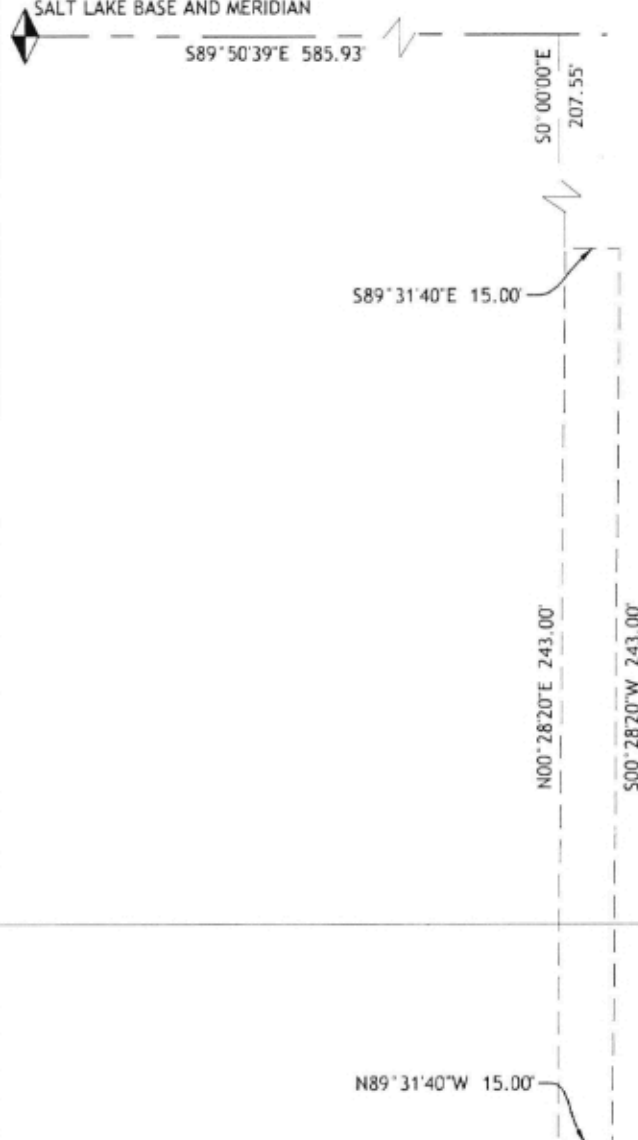


EXHIBIT A
Grantor Property

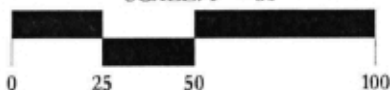
A PARCEL OF LAND BEING PART OF THE
NORTHWEST QUARTER OF SECTION 25, TOWNSHIP
4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN. MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT S89°50'39\"E 585.93 FEET
AND S00°00'00\"E 207.55 FEET FROM THE
NORTHWEST CORNER OF SAID SECTION 25 AND
RUNNING THENCE S89°31'40\"E 15.00 FEET;
THENCE S00°28'20\"W 243.00 FEET; THENCE
N89°31'40\"W 15.00 FEET; THENCE N00°28'20\"E
243.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3645 SQUARE FEET IN AREA



SCALE: 1" = 50'



JENKINS AT 3 FARMS SUBDIVISION

IRRIGATION
EASEMENT

DATE:
SEPTEMBER 2025

FIGURE:
EXHIBIT