

IRRIGATION STUB LINES EASEMENT AGREEMENT

This document (the "**Agreement**") is entered into effective on the date of the last signature below herein, by and between GLORIA STEELE, JUDY ANN COTTLE, AND DALE C. WALL, TRUSTEES OF THE WALL FAMILY TRUST u/a/d January 11, 1994 (referred to hereinafter individually and collectively as the "**Wall Trust**"), and JUSTIN L. CARLILE ("**Carlile**"). Wall Trust and Carlile are occasionally referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. Carlile is the owner of that certain real property located at and commonly known as approximately 260 South 100 East, Wallburg, UT, and which is more particularly described in the office and records of the Wasatch County Recorder, State of Utah, as follows (the "**Carlile Property**"):

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, IN BLOCK 3, OF WALLSBURG SURVEY OF BUILDING LOTS, AND RUNNING THENCE SOUTH 10' WEST 2.89 CHAINS TO THE NORTH BANK OF MAIN CREEK; THENCE NORTH 58° WEST FOLLOWING DOWN THE NORTH BANK OF SAID MAIN CREEK 3.54 CHAINS TO THE WEST BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 10' EAST 1.0 CHAIN TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST 3.00 CHAINS TO THE PLACE OF BEGINNING, ALL SITUATE IN AND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 5 SOUTH OF RANGE 5 EAST OF THE SALT LAKE MERIDIAN.

Tax ID No. OWA-0002-0-003-055
Parcel: 00-0006-8283

B. The Wall Trust owns certain real property located adjacent and to the north of the Carlile Property, also in the City of Wallburg, Wasatch County, State of Utah, which is more particularly described as follows (the "**Wall Trust Property**"):

LOT 4, BLOCK 3 PER RECORD OF SURVEY MAP FOR THE TOWN OF WALLSBURG PREPARED BY SCHUCHERT & ASSOCIATES

Tax ID No. OWA-0002-1-003-055
Parcel: 00-0020-3126

C. There is an underground irrigation line of Main Creek Irrigation which provides irrigation water for the Wall Trust Property (the "**Irrigation Line**") running generally east-to-west along but several feet south of the northern boundary line of record of the Carlile Property as described above (the "**Boundary Line of Record**") and which Irrigation Line therefore is located on and within the Carlile Property. The Wall Trust owns four irrigation risers in and/or attached to the Irrigation Line for irrigation of the Wall Trust Property from the Irrigation Line (referred to hereinafter individually and collectively as the "**Wall Trust Irrigation Risers**"), which are located at various east-to-west points

along the Irrigation Line, and which also therefore are several feet south of the Boundary Line of Record and are therefore located on and within the Carlile Property.

D. The Wall Trust desires and intends to move the Wall Trust Irrigation Risers north by several feet, to the Wall Trust Property which is adjacent to the north of, and outside the Boundary Line of Record of, the Carlile Property.

E. To move the Wall Trust Irrigation Risers to the north of the Boundary Line of Record, underground four stub lines (the "**Stub Lines**") will need to be constructed on and from the Irrigation Line to the north of the Boundary Line of Record and into the Wall Trust Property, each to then connect to one of the four Wall Trust Irrigation Risers on and within the Wall Trust Property.

F. The Wall Trust desires a temporary easement for use by it and/or contractor(s) it may hire to perform any part of the work necessary for that installation of the Stub Lines and movement of the Wall Trust Irrigation Risers – any and/or all of whom are referred to hereinafter individually and collectively as "**its contractors**".

G. Carlile has agreed to grant the Wall Trust and its contractors a temporary easement to access, use, and disturb a certain portion of the Carlile Property for the Wall Trust and its contractors to perform the work reasonably necessary to install the Stub Lines and to move the Wall Trust Irrigation Risers subject to the terms and provisions of this Agreement.

H. Carlile also has agreed to grant the Wall Trust a permanent easement under and across the Carlile Property from the Irrigation Line to the Boundary Line of Record for the Stub Lines.

WHEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, the Parties agree as follows:

AGREEMENT

1. Carlile grants to the Wall Trust and its contractors a permanent easement in, on, under, across, and through the northern-most twelve (12) feet of the Carlile Property, from the Irrigation Line north to the northern Boundary Line of Record of the Carlile Property, which may be used for vehicular and pedestrian access, ingress, and egress to and from the Wall Trust Property which is adjacent to the north of the Carlile Property, exclusively for the purposes of construction, installation, maintenance, repair, and replacement of the four Stub Lines which shall connect to and run from the Irrigation Line north to where each of the four Wall Trust Irrigation Risers shall be relocated in and on the Wall Trust Property as set forth above, and for the purpose of the continued existence, location, and use of those four Stub Lines (the "**Easement**"), all subject to the terms, provisions, and obligations set forth below.

2. The Wall Trust and its contractors may perform such work as is reasonably necessary to excavate for, construct and install the Stub Lines for, and otherwise to move the Wall Trust Irrigation Risers from their current location(s) within that northern-most twelve (12) feet of the Carlile Property to a location(s) on and within the Wall Trust Property north of and outside of the

northernmost Boundary Line of Record of the Carlile Property, and/or to maintain, repair, and replace the Stub Lines (the "**Construction Work**" – which term shall mean, refer to, and include digging, excavating, drilling, boring, plumbing, constructing, removing fences, and all other actions reasonably necessary to access, extend, construct, install, maintain, repair, and replace the Stub Lines all through manners and means to be chosen by the Wall Trust and its contractors which are to be exclusively underground).

3. The Wall Trust and its contractors must perform such work as is reasonably necessary to fully restore the Carlile Property, including without limitation all fences, structures and/or appurtenances thereon, thereunder, and/or thereto, to the condition it/they was/were in immediately prior to the performance of any Construction Work (the "**Restoration Work**" – which term shall mean, refer to, and include filling in holes and other excavations, repairing and/or replacing any and all improvements on and/or below the surface of the ground to their preconstruction condition, and restoring the ground surface itself as near as possible to its pre-construction condition). The Parties understand and agree that performing the Restoration Work is a material part of this Agreement and a material obligation of and to be performed by the Wall Trust and its contractors.
4. The Wall Trust and its contractors must coordinate with Carlile at least three business days in advance of any Construction Work being performed on or within the Carlile Property, to coordinate on and obtain Carlile's agreement to a mutually agreeable start date for the Wall Trust and/or its contractors to commence any Construction Work on and/or within the Carlile Property.
5. All Construction Work and all Restoration Work on and/or within the Carlile Property must be completed within seven calendar days of when the agreed-upon start date for Construction Work as set forth in the immediately-preceding paragraph.
6. During the Construction Work and the Restoration Work, the Wall Trust and its contractors shall segregate all soils and other materials removed and/or in any way disturbed by them on and/or within the Carlile Property and shall use those same materials during and for the Restoration Work; provided, however, that the Wall Trust and its contractors may use or utilize other appropriate bedding materials within the excavation for and to support the Stub Lines.
7. The Wall Trust and its contractors shall keep the work area and surrounding areas clean of trash and debris, and shall dispose of all trash and debris appropriately and off-site from the Carlile Property.
8. All Construction Work will be at the sole and exclusive election and direction of, and shall be the sole and exclusive responsibility in all respects and measures of, the Wall Trust and its contractors. Without limitation of any kind upon any of the foregoing, the Wall Trust and its contractors shall indemnify Carlile and hold him harmless from and against any and all claims, allegations, damages, and liabilities whatsoever, from and/or sought by any and every person, entity, and/or governmental agency whatsoever, at any time whatsoever, which relate or pertain to and/or arise in any way from any and/or all of the Construction Work performed and/or omitted.
9. The Wall Trust and its contractors are solely and exclusively responsible for obtaining all necessary and appropriate approvals from all necessary and appropriate persons, entities, and/or government agencies relating or pertaining in any way to the Construction Work and the Restoration

Work. By way of example only, and without limitation of any kind upon the foregoing, the Wall Trust and its contractors shall be solely and exclusively responsible for obtaining all necessary permits, for obtaining all necessary permissions of the irrigation and/or ditch and/or water company or collective which owns and/or controls the Irrigation Line and any and all other parts of the pipes and other systems to which the Wall Trust Irrigation Risers are connected, shall pay for and otherwise remediate any and all damages which may be caused to and/or claimed by any person, entity, and/or agency whatsoever, which in any way results from, arises from, and/or relates or pertains in any way to the Construction Work and/or the Restoration Work; the Wall Trust and its contractors shall fully and timely pay, at no cost or expense to Carlile, any and all fines or other assessments which may be levied due to any failure of the Wall Trust and/or its contractors to obtain any necessary or appropriate approvals, permits, and/or permissions for any part of the Construction Work and/or Restoration Work.

10. All costs and expenses of any and every type, nature, and description whatsoever, relating or pertaining in any way to and/or arising in any way from the Construction Work and/or the Restoration Work is, are, and shall be the sole and exclusive obligation and/or responsibility of the Wall Trust to fully and timely pay (and in any event shall not be chargeable to, lienable on, payable by, nor in any way any obligation of and/or attributable to Carlile and/or the Carlile Property). The Wall Trust and each of its trustees individually and personally agree to and shall indemnify Carlile and the Carlile Property, and agree to and shall hold Carlile and the Carlile Property harmless from and against any and every cost, expense, obligation, lien, fine, levy, charge, fine, and other claim of any and every type, nature, description, and/or amount relating or pertaining to and/or arising from the Construction Work and/or the Restoration Work.

11. Neither the Wall Trust nor any of its contractors has, can have, and/or can acquire any lien upon the Carlile Property for any amount as a result of or relating or pertaining in any way to any Construction Work nor any Restoration Work performed on the Carlile Property. The Wall Trust shall provide a copy of this Agreement to each of its contractors prior to any work being performed by each of its contractors on the Carlile Property. The Wall Trust and each of its contractors agree that all payments and amounts are due exclusively from and are the sole and exclusive obligation of the Wall Trust (and in any event are not due from and are not any obligation of Carlile), that all rights to any lien upon the Carlile Property are waived, and that any real property lien relating or pertaining to any Construction Work and/or Restoration Work may be asserted, if at all, only against the Wall Trust Property to which the Wall Trust Irrigation Risers are to be moved and which is the only property benefitted by this Agreement and/or by any of the work contemplated hereby.

12. This Agreement, the Easement, and all covenants, conditions, restrictions, rights, and obligations relating to this Agreement and/or the Easement, shall run with, and shall bind and benefit all future owners of, the Carlile Property, the Wall Trust Property, and each of them.

13. This Agreement shall become effective only when signed by all signers noted below, with each signature properly notarized. This Agreement may, however, be signed in any number of counterparts, and each counterpart shall have the same force and effect as though the signatures were contained in a single document.

14. Any Party may record this Agreement.

GRANTOR:

Justin L. Carlile _____ DATE _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing *Irrigation Stub Lines Easement Agreement* was acknowledged before me this _____ day of _____, 2021, by Justin L. Carlile.

NOTARY PUBLIC

GRANTEE:

Gloria Steele 5-4-21

Gloria Steele, personally and as Trustee DATE _____
THE WALL FAMILY TRUST
U/A/D JANUARY 11, 1994

Judy Ann Cottle, personally and as Trustee DATE _____
THE WALL FAMILY TRUST
U/A/D JANUARY 11, 1994

Dale C. Wall, personally and as Trustee DATE _____
THE WALL FAMILY TRUST
U/A/D JANUARY 11, 1994

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing *Irrigation Stub Lines Easement Agreement* was acknowledged before me this 4th day of May, 2021, by Gloria Steele as Trustee of and for THE WALL FAMILY TRUST u/a/d January 11, 1994.



Christina Olson
NOTARY PUBLIC