

Ent 585328 Page 1 of 9  
Date: 09-APR-2025 3:37:06PM  
Fee: \$40.00 Cash Filed By: DMM  
SHELLEY BRENNAN, Recorder  
DUCHESNE COUNTY CORPORATION  
For: CRYSTAL RANCH

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Kevin J Rowley  
PO Box 52  
Duchesne, UT 84001

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(Space above this line for Recorder's use only)

### INGRESS/EGRESS, UTILITY, AND IRRIGATION DITCH EASEMENT

THIS INGRESS/EGRESS, UTILITY, AND IRRIGATION DITCH EASEMENT (this "Agreement") is made to be effective 14 DAY OF MARCH, 2025 (the "Effective Date"), by and between KEVIN J. ROWLEY & MAYLENE ROWLEY, husband and wife ("Grantor"), and CRYSTAL RANCH, LC, a Utah limited liability company ("Grantee"). Grantor and Grantee are referred to herein individually as a "Party," and collectively as the "Parties."

#### RECITALS:

A. Grantor is the owner of certain real property located in Duchesne County, Utah, as more particularly described on attached Exhibit A (the "Grantor Property").

B. Grantee is the owner of certain real property located in Duchesne County, Utah, as more particularly described on attached Exhibit B (the "Grantee Property"), which is adjacent to the Grantor Property.

C. Grantee owns certain water rights to the water that runs within that certain irrigation ditch (the "Irrigation Ditch") over and across the Grantor Property on the area more particularly described on the attached Exhibit C (the "Easement Area"), for the continued operation and maintenance of the Irrigation Ditch, subject to the terms and conditions set forth below.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee and for the use of Grantee and Grantee's affiliates and their respective agents, contractors, employees and invitees, the following easements appurtenant to the Grantee Property: (a) a perpetual, non-exclusive easement on, over, under, across and through the Easement Area to maintain, use, and operate the Irrigation Ditch (the "Irrigation Easement"); and (b) a perpetual, non-exclusive access easement on, over, under, across and through the Easement Area for vehicular and pedestrian ingress and

egress for the purposes of accessing the Irrigation Easement in accordance with this Agreement (the “**Access Easement**,” and together with the Irrigation Easement, the “**Easements**”).

2. **Grantor Rights; No Interference.** Subject to the terms and conditions of this Agreement, Grantee hereby acknowledges that Grantor has the right to use, and may use, the Easement Area solely for crossing the Easement Area to access the Grantor Property and for no other use whatsoever. Grantor shall have no right to modify, alter, divert, or otherwise interfere with the Irrigation Ditch. Grantor shall not allow any activity to take place within the Easement Area or on the Grantee Property that, in Grantee’s reasonable determination, would adversely impact or interfere with the flow, maintenance, and operation of the Irrigation Ditch, the Easements, or Grantor’s use of the Grantee Property.

3. **No Barriers.** No walls, fences, or barriers of any kind shall be constructed, maintained, or placed within or on top of the Easement Area or any portion of the Grantee Property by Grantor without first obtaining Grantee’s written consent.

4. **Restoration.** If Grantor or Grantor’s agents damage or otherwise disturb the Irrigation Ditch, the Grantee Property, or any improvements located thereon by Grantee, Grantor, at its sole cost and expense, shall promptly repair any and all such damage caused thereby and shall restore the affected area(s) to the same or better condition as they existed prior to any entry onto Easement Area and/or the Grantee Property by Grantor or Grantor’s agents.

5. **Relocation of Easement Area.** In the event the Irrigation Ditch, for whatever reason, moves or shifts outside the Easement Area provided herein, the Easement Area, without any action required by either Party, shall automatically be adjusted to accommodate the new location of the Irrigation Ditch. Notwithstanding, both Parties shall have the right to request from the other Party to execute an amendment to this Agreement to reflect the updated location of the Easement Area to accommodate the relocation of the Irrigation Ditch.

6. **Removal and Replacement of Fencing and Vegetation.** Grantee shall have the right at any time, and from time to time, to trim or to cut down, remove, and clear away trees, limbs, roots, vegetation, and/or brush now or hereafter within the Easement Areas which unreasonably interfere with the use of the Irrigation Ditch.

7. **Mechanics’ Liens.** Each Party shall keep the Easement Area free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, such Party. If any such lien arises and encumbers the Easement Area, such Party shall either (a) satisfy the lien, or (b) contest the validity of any lien provided within thirty (30) days after it receives notice of the lien filing and bonds around or the lien or otherwise removes the lien from the Easement Area pursuant to applicable law.

8. **Mutual Indemnity.** Except as otherwise provided in this Agreement, Grantor and Grantee will defend and indemnify each other and hold each other harmless against liability and expenses (including legal fees, depositions, court costs and other reasonable and necessary fees and expenses) for physical damage to property and for physical injuries to any person to the extent caused by their respective operations or activities or those of their agents, contractors, subcontractors, invitees or licensees on the Easement Area, except to the extent any such liability

and expense arises from or is contributed by the negligence or intentional misconduct of the other party (or its agents, contractors, subcontractors, invitees or licensees). The provisions of this Section 8 shall survive the termination of this Agreement.

9. Default. In the event of any alleged failure to perform any obligation under this Agreement (“**Default**”), the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include a description of the acts required to cure the same with reasonable specificity. The defaulting Party shall have a period of thirty (30) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence (not to exceed ninety (90) days). Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable.

10. Termination. No act or failure to act on the part of Grantee or the holder of any interest in the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by Grantee or such holder of a quitclaim deed specifically conveying the Easements back to Grantor.

11. Quiet Enjoyment. As long as Grantee observes the terms and conditions of this Agreement, Grantee or its successors and/or assigns shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by Grantor or any person lawfully or equitably claiming by, through or under Grantor, or as Grantor’s successor(s) in interest.

12. Easements Run with the Land. This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee, and each of their respective heirs, transferees, successors, and permitted assigns of the same, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Grantor Property for the benefit of the Grantee Property.

13. Taxes. Grantor shall pay all real property taxes applicable to the Grantor Property, including, without limitation, the Easement Area.

14. Enforcement; Attorneys’ Fees. In the event that any Party is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the substantially prevailing Party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys’ fees.

15. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this

Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

17. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

18. Governing Law. The terms and conditions of this Agreement shall be governed and construed under the laws of the State of Utah.

19. Entire Agreement. This Agreement and the exhibits hereto contain all of the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the Parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement. The exhibits and recitals are incorporated herein by this reference.

20. No Dedication. The Easements granted herein shall not be deemed to be a gift or dedication of any portion of the Grantor Property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

21. Captions. The headings and captions used in this Agreement are included for convenience only and shall be irrelevant to the construction of any provision of this Agreement.

22. Amendment. The provisions of this Agreement may not be modified, rescinded, terminated or amended in whole or in part only by the Parties hereto by a written instrument duly executed by the Parties hereto, and recorded in the real property records of Duchesne County, Utah.

23. Further Cooperation. Each Party agrees, on the demand of the other, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Agreement to be effective as of the date first written above.

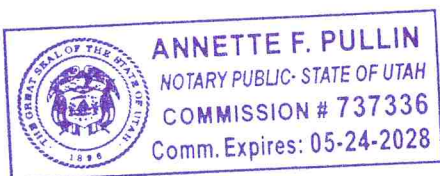
**GRANTOR:**

By: \_\_\_\_\_

Kevin J. Rowley

STATE OF Utah )  
COUNTY OF Cachero : ss

The foregoing instrument was acknowledged before me on April 9, 2025, by Kevin J. Rowley.



\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

Roosevelt LIT 84066



**GRANTOR:**

By: Maylene Rowley  
Maylene Rowley

STATE OF Utah )  
: ss  
COUNTY OF Duchesne

The foregoing instrument was acknowledged before me on April 9, 2025, by  
Maylene Rowley.



Annette F. Pullin  
NOTARY PUBLIC  
Residing at: Roosevelt, UT 84006

IN WITNESS WHEREOF, Grantee has executed this Agreement to be effective as of the date first written above.

**GRANTEE:**

CRYSTAL RANCH, LC,  
a Utah limited liability company

By: David J. Ludlow  
Name: David J. Ludlow  
Title: Managing Member

STATE OF Utah )  
COUNTY OF Salt Lake : ss )

The foregoing instrument was acknowledged before me on March 14, 2021, by David J. Ludlow as Managing Member of CRYSTAL RANCH, LC, LC, a Utah limited liability company.



Scott Rasmussen  
NOTARY PUBLIC  
Residing at: 3071 So 900 E Sec 17 N 84106

**GRANTEE:**

CRYSTAL RANCH, LC,  
a Utah limited liability company

By: \_\_\_\_\_

Name: Mark Kevin Ludlow

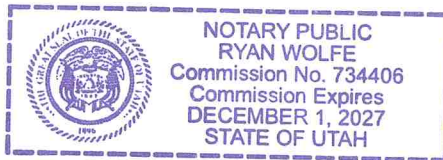
Title: Managing Member

STATE OF Utah )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2025, by Mark Kevin Ludlow as Managing Member of Crystal Ranch, LC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public

(Seal)





## **EXHIBIT C**

### **DESCRIPTION OF EASEMENT AREA**

The land referred to herein is situated in the Duchesne County, Utah, and is described as follows:

Township 2 North Range 4 West, Uintah Special Base and Meridian Section 28:

Commencing at said Northeast Corner of the S1/2 of the SW1/4 of the NE1/4 of said Section 28;  
Thence South 00°01'55" West 233.67 feet along the East line of said aliquot part to the TRUE POINT OF BEGINNING;

Thence South 00°01'55" West 427.91 feet along said East line to the Southeast Corner of said aliquot part;

Thence North 89°37'59" East 515.00 feet along the North line of the SE1/4;

Thence South 00°22'01" East 50.00 feet;

Thence South 71°53'25" West 164.07 feet;

Thence North 00°00'00" West 50.00 feet;

Thence South 89°37'59" West 409.41 feet parallel with said North line;

Thence North 00°01'55" East 499.11 feet parallel with said East line to the South line of the County Road right-of-way;

Thence South 67°19'56" East 54.17 feet along said right-of-way to the TRUE POINT OF BEGINNING, containing 1.242 acres.