


When Recorded, Mail To:
Spanish Fork South Irrigation Company
6278 S. 4000 W.
Spanish Fork, UT 84660

With a Copy To:
Old Mill Capital, LLC
9067 South 1300 West, suite 105
West Jordan, UT 84088


ENT 76877:2017 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Aug 08 2:49 pm FEE 26.00 BY SW
RECORDED FOR ANDERSON, NEIL

Parcels No: #25:025:0090 & #25:025:0052

EASEMENT AGREEMENT

THIS AGREEMENT is made between **Old Mill Capital, LLC**, hereinafter referred to as **"Grantor"** and **Spanish Fork South Irrigation Company**, a Utah non-profit irrigation company hereinafter referred to as **"Grantee"**.

RECITALS

- A. Grantee operates an irrigation canal, a portion of which is on land owned by Grantor. Grantee intends to construct and maintain an irrigation pipeline to convey water through its facilities to serve the area within its service area. This project includes a pipeline to be installed underground. These facilities involve the Grantor's land located in Utah County, Utah.
- B. The land is described and shown on the attached exhibits.
- C. Grantee desires permanent right-of-way for the operation and maintenance of said facilities.
- D. Grantee desires a temporary right-of-way for use during the construction of said facilities.
- E. Grantor has agreed to grant Grantee both a temporary and permanent easement as provided in this Agreement.

THEREFORE, for good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grantor warrants and represents that it has the full authority to execute this Agreement, that it has fee title to the Grantor's land, that no other person has an interest in Grantor's land or is required to execute this Agreement to make it effective with respect to the Grantor's land, and that by executing this Agreement and performing as required by this Agreement, it is not violating any other agreement. The person signing this Agreement on behalf of Grantor, or signing this Agreement on behalf of the entity which owns and/or controls Grantor, warrants and represents that he has full authority to execute this Agreement on behalf of Grantor.
2. Grantor grants to Grantee a permanent easement in, on, under, across, and through the land of Grantor for the construction, installation, operation, maintenance, repair, inspection, vehicular and pedestrian access, ingress, and egress to and from adjacent property during the lifetime of said facilities. The permanent easement is particularly described and depicted on Exhibits A and B. Grantor's land is particularly described on the attached Exhibit C. Grantee may vary the exact location of the permanent easement within Grantor's land as reasonably required to meet its construction needs so long as the variance is otherwise consistent with this Agreement and does not materially increase the burden on Grantor's land. Upon completion of construction, Grantee may cause an accurate description of the permanent easement to be recorded (showing the variance). The description, so long as it is consistent with this Agreement, shall be binding on all parties.
3. Grantor grants to Grantee a temporary easement in, on, under, across, and through the land of Grantor for vehicular and pedestrian access, ingress, and egress to and from adjacent property during the construction of said facilities. The temporary easement is particularly described and depicted on Exhibits A and B. The temporary easement shall expire by July 1, 2018 unless renewed by notice to Grantor.

4. During initial construction and installation of the said facilities, Grantee shall segregate all top soil material from other landfill material, removed or disturbed in the construction area, and keep the construction area clean of trash and blowing debris. Any trash shall be disposed of off-site. Grantee shall give reasonable notice of when construction will begin on Grantor's land and an estimate of the time required to complete construction.
5. During construction, the Grantee will ensure that the contractor applies water for dust abatement on all access roads used for construction. The contractor will also have provisions to maintain reasonable speeds on access roads.
6. Grantee shall be required, at its expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any, and all improvements on or below the surface of the ground that are damaged as a result of construction and installation of the pipeline and its appurtenances. Grantee will document pre-construction conditions using video or photography equipment. All such work shall be completed by Grantee within 30 days from the date of completion of Grantee's successful, final testing of the said facilities.
7. Within 30 days from the date of completion of Grantee's successful, final testing of the said facilities, Grantee, at its expense, shall refill or reshape all excavations made by Grantee, grade and replace top soil, and otherwise restore the land as near as reasonably possible to its pre-construction condition.
8. Any damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement and maintenance of Grantee's said facilities shall be repaired as near as reasonably possible to its pre-construction condition.
9. The Grantor shall not build or permit to be built any permanent structures on or in the permanent easement. Grantor shall not plant or cultivate trees on or in the permanent easement. Grantor may conduct normal agricultural activities within the permanent easement following initial completion of construction of the facilities as long as it does not interfere with the permanent easement.
10. At any time after construction and installation of the facilities, Grantee may enter Grantor's land and may remove soil, improvements, and anything else above, on, in, or below permanent easement for the purposes of inspection, maintenance, operations, reconstruction, repair, and replacement of the facilities. Grantee shall repair or cause to be repaired any damage to Grantor's land caused by such activities including, to the extent applicable, replacing crops, replacing topsoil removed during such activities, irrigation equipment, and any other improvements so that the Grantor's land, to the extent reasonably possible, is in the same or better condition that it would be if such damage had not occurred. All such work shall be completed by Grantee within 30 days from the date of damages or repair of facilities, whichever is later.
11. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.
12. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.
13. Any party may record this Agreement.
14. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.
15. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The rights and obligations of Grantor as the fee owner shall run with the land.

--- Execution Pages Follow ---

GRANTOR:

Old Mill Capital, LLC


C.W. Management Corporation, Manager

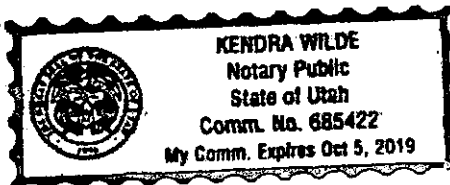
Date: Aug 8, 2017

By: Wayne Niederhauser, Vice President
C.W. Management Corporation

STATE OF UTAH)
 : §
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of AUGUST, 2017, by Wayne Niederhauser, Vice President of C.W. Management Corporation, which is the manager of and authorized to sign for Old Mill Capital, LLC, who is the owner of the above described real property.


Seal:




Notary Public

GRANTEE:

Spanish Fork South Irrigation Company


By: Neil Anderson, President

Date: 8/8/2017

STATE OF UTAH)

COUNTY OF UTAH

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The foregoing instrument was acknowledged before me this 8 day of Aug, 2017, by
Neil Anderson, the President of the Spanish Fork South Irrigation Company.

Seal:




Notary Public

Exhibit B-1

Legal Description of a Spanish Fork South Irrigation Company Easement, located in the southwest quarter of Section 25, Township 8 South, Range 2 East Salt Lake Base and Meridian in Utah County, Utah on property owned by Old Mill Capital LLC. Parcel # 25:025:0090. A 25-foot permanent easement being 12.5 feet on each side of described centerline, and a 25-foot temporary construction easement being 25 feet on the west side of the permanent easement. Said centerline more particularly described as follows:

Centerline:

Beginning at a point on the parcel line, said point being located N 89°50'36" E along the section line 9.75 feet and north 1934.21 feet from the south quarter corner of section 25, T8S, R2E, SLB&M; thence N 20°36'49" W 78.77 feet to a point on the parcel line. Permanent easement contains 0.04 acres. Temporary construction easement contains 0.09 acres.

Exhibit B-2

Description of a Spanish Fork South Irrigation Company Easement, located in the southwest quarter of Section 25, Township 8 South, Range 2 East Salt Lake Base and Meridian in Utah County, Utah on property owned by Old Mill Capital INC. Parcel # 25:025:0052. A temporary construction easement covering the entire parcel, containing 0.01 acres.

EXHIBIT C

Utah County Parcel No. 25:025:0090 & 25:025:0052

Parcel No. 25:025:0090

COM S 635.89 FT & E 2507.54 FT FR W 1/4 COR. SEC. 25, T8S, R2E, SLB&M.; N 82 DEG 17' 20" E 87.99 FT; S 20 DEG 41' 7" E 54.9 FT; S 135.37 FT; S 21 DEG 0' 1" E 148.5 FT; S 27 DEG 0' 0" E 99.69 FT; S 37 DEG 50' 40" W 101.43 FT; S 27 DEG 21' 23" W 77.98 FT; S 16 DEG 2' 20" W 110.14 FT; S 70 DEG 57' 40" E 45.41 FT; W 319.53 FT; N 18.39 FT; N 84 DEG 24' 44" W 44.85 FT; N 46 DEG 35' 29" E 48.26 FT; N 14 DEG 25' 20" W 112.44 FT; N 88 DEG 44' 45" E 32.68 FT; N 1 DEG 15' 15" W 60 FT; N 1 DEG 15' 15" W 121.38 FT; N 80 DEG 51' 2" W 43.28 FT; N 28 DEG 36' 41" E 150.68 FT; S 57 DEG 6' 50" E 49.54 FT; N 32 DEG 53' 10" E 60 FT; N 32 DEG 53' 10" E 193.96 FT TO BEG. AREA 4.636 AC.

Parcel No. 25:025:0052

COM S 675.47 FT & E 2614.24 FT FR W 1/4 COR. SEC. 25, T8S, R3E, SLB&M.; N 20 DEG 41' 11" W 53.86 FT; N 82 DEG 17' 21" E 19.2 FT; S 52.96 FT TO BEG. AREA 0.012 AC.