

## IRRIGATION LINE EASEMENT AGREEMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **J. KEITH MERRILL** (GRANTOR) of Wasatch County, State of Utah, hereby grants an Easement for an irrigation pipe line to **MIDWAY IRRIGATION COMPANY, INC.**, a Utah non-profit corporation (GRANTEE) of Wasatch County, State of Utah, for the benefit of adjoining property.

The real property of the GRANTOR, which will be encumbered by the Easement herein granted is **PARCEL ORH-0002** located in Wasatch County, State of Utah, and more particularly described as follows:

Parcel 2, Ralph Hall Property Subdivision, as shown in the Official Plat recorded in the office of the Wasatch County Recorder.

The real property which is to be benefitted by the Easement herein granted is **PARCEL ORH-0001** located in Wasatch County, State of Utah, and more particularly described as follows:

Parcel 1, Ralph Hall Property Subdivision, as shown in the Official Plat recorded in the office of the Wasatch County Recorder.

The parties acknowledge that an irrigation line presently runs through Grantor's property that serves Parcel ORH-0001, that the line is owned by Midway Irrigation Company, and that it runs beneath the allowable building envelope on the Grantor's lot. The purpose of this agreement is to formalize an irrigation line easement, and to create a process by which the easement may be moved to a new location if future development requires it.

GRANTOR does hereby grant Grantee an easement that covers a strip of land 20.00 feet wide and centered on and following the alignment of the existing buried irrigation pipe that crosses a portion of Parcel 2 of the Ralph Hall Property Subdivision located in Midway City, Wasatch County, State of Utah. The Easement is described as follows:

A 20.00 foot wide easement, with bounds being 10.00 feet on either side of the existing irrigation pipe line, said line being located more or less as follows:

Beginning at a point on the north boundary of Parcel 2 of the Ralph Hall Property subdivision recorded as Entry #298390 in Book 837 at pages 655-664 of the Wasatch County Records, said point being North 00°43'22" West 128.74 feet and North 89°46'06" East 338.91 feet and North 00°02'18" West 289.24 feet and South 89°43'35" West 56.84 feet from the South Quarter Corner of Section 26, Township 3 South, Range 4 East, SLB&M; thence South 00°02'18" East 51.00 feet more or less along the alignment of the existing irrigation pipe; thence South 89°46'06" West 65.96 feet more or less along the alignment of the existing irrigation pipe to the east boundary of Parcel 1 of the Ralph Hall Property Subdivision, and terminating.

Said Easement is only for the installation, construction, operation, and maintenance of the existing (as of the date hereof) pipe line for pressurized irrigation water to serve the above-referenced **PARCEL ORH-0001**.

At any future time, GRANTOR, or his successors in interest, shall have the right, at his sole discretion, and at no cost to GRANTEE, to move the existing irrigation pipe to a new location on Grantor's property as it suits the needs of GRANTOR. If GRANTOR does move the pipe, the centerline and bounds of the easement shall shift and adjust to follow the new alignment. The line shall not be moved without first giving notice to Midway Irrigation Company, receiving design approval from Midway Irrigation Company, and allowing a reasonable inspection of the line before it is backfilled. Once moved, all on-going obligations to repair and maintain the line shall lie with the GRANTEE.

This Easement Agreement shall be binding upon the parties hereto, their grantees, heirs, assigns, and successors. Subject to the foregoing, the GRANTOR retains and reserves the right to use the easement property for any and all purposes not inconsistent with the easement herein granted.

Nothing contained in this Grant of Easement shall be deemed to be a gift or dedication of any portion of the property to or for the general public or for any public purpose whatsoever. If this Easement is abandoned, all rights contained herein, as well as any improvements made thereon, shall revert to the GRANTOR as the owner in fee of the real property.

The parties also acknowledge the existence of a second irrigation line that crosses the north portion of the Grantor's property, and Grantor acknowledges that it is legally placed within the scope of the public utility easement.

If a dispute arises under this Easement, the parties shall first submit to mediation with a mutually agreeable mediator. The parties shall be responsible for their own costs and attorney's fees incurred in mediation. The parties shall split the cost of the mediator unless agreed otherwise. If the dispute is not settled with mediation, the parties may then pursue other legal remedies.

**WITNESS** the hand of said **GRANTOR** this 15<sup>TH</sup> day of November, 2013.

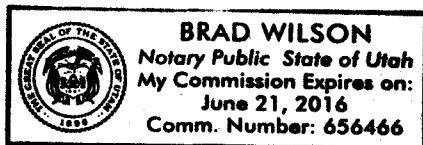
**GRANTOR:** J. Keith Merrill


  
\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT:**

State of Utah  
County of Wasatch


On the 15<sup>TH</sup> day of November, 2013, personally appeared before me J. Keith Merrill, the signer of the within instrument, who duly acknowledged to me that he executed the same.



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

WITNESS the hand of said GRANTEE this 15 day of November, 2013.

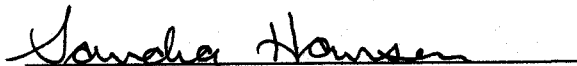
GRANTOR: MIDWAY IRRIGATION COMPANY  
Steve Farrell  
President

  
Signature

**ACKNOWLEDGMENT:**

State of Utah  
County of Wasatch

On the 15<sup>th</sup> day of November, 2013, personally appeared before me Steve Farrell, President of Midway Irrigation Company, the signer of the within instrument, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC

