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Gary W. Ott
Recorder, Salt Lake County, UT
TITLE GUARANTEE
BY: eCASH, DEPUTY - EF 9 P.

When recorded, return to:

Kyle Drechsel
3198 North 2200 West
Salt Lake City, Utah 84116

EASEMENT AGREEMENT

(Easement for Access & Irrigation Purposes)

This Easement Agreement (“**Easement Agreement**”) is made and entered into this 25th day of March 2015 (the “**Effective Date**”), by and between Rudy House, LLC, a Utah limited liability company, and Kyle’s LLC, a Utah limited liability company (collectively “**Grantor**”), as owner of the “**Servient Estate**” (defined below), and Kyle’s, LLC, a Utah limited liability company (“**Grantee**”), as owner of the “**Dominant Estate**” (defined below).

RECITALS

A. Grantor collectively owns that certain real property located in Salt Lake City, Salt Lake County, State of Utah 84116 with parcel identification numbers **08-09-476-030** (owned by Rudy House, LLC) and **08-09-476-029** (owned by Kyle’s LLC) (collectively the “**Servient Estate**”).

B. Grantee owns that certain real property located in Salt Lake City, Salt Lake County, State of Utah with parcel identification number **08-09-276-016** (the “**Dominant Estate**”).

C. Grantee, as owner of the Dominant Estate desires to obtain and establish an easement for access and irrigation purposes over a portion of the Servient Estate in order to benefit of the Dominant Estate, and Grantor, as owner of the Servient Estate desires to grant and establish such an easement for the benefit of the Dominant Estate, subject to the terms and conditions set forth in this Easement Agreement

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

1. GRANT OF EASEMENT

Grantor, as owner of the Servient Parcel, hereby grants, declares, creates, establishes and transfers to Grantee, as owner of the Dominant Parcel, and to all of Grantee’s successors and assigns as owner or tenant of the Dominant Parcel, the following perpetual, nonexclusive access and irrigation easements (the “**Easements**”):

Access and Irrigation Easement #1 (“**Easement #1**”):

A non-exclusive, perpetual easement for ingress, egress and access for vehicular and pedestrian traffic, together with an irrigation easement to operate, maintain and repair pipes, ditches, headgates, culvert boxes, ditch banks and related improvements used to draw water from the canal within which water is supplied by the North Point Consolidated Irrigation Company, and to use and maintain the irrigation ditch, such easement being depicted on the drawing attached hereto as Exhibit "A" and being twenty (20) feet in width, the centerline of which is described as follows:

Beginning at a point on the centerline of 2200 West Street, said point also being South 89°59'47" West 1320.275 along the Section line and North 00°03'34" East 1332.68 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°00'00" East 791.45 feet along the centerline of a gravel road; thence North 63°17'40" East 170.90 feet; thence North 86°33'47" East 152.27 feet; thence South 72°54'38" East 57.47 feet; thence North 16°06'36" East 278.21 feet to an irrigation control structure and point of ending of this easement; and with both sides of this easement extended to said structure.

The location of Easement #1 may be moved by the mutual written agreement of the parties.

Access and Irrigation Easement #2 ("Easement #2):

A non-exclusive, perpetual easement for ingress, egress and access for vehicular and pedestrian traffic to operate, maintain and repair a pump, pipes and other irrigation improvements as necessary to extract water from the Jordan River to the existing through irrigation ditch and to use and maintain the irrigation ditch, such easement being depicted on the drawing attached hereto as Exhibit "A" and being twenty (20) feet in width, the centerline of which is described as follows:

Beginning at a point on the centerline of 2200 West Street, said point also being South 89°59'47" West 1320.275 along the Section line and North 00°03'34" East 1332.68 feet and North 89°00'00" East 791.45 feet along the centerline of a gravel road from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 86°49'45" East 214.30 feet along a gravel road; thence South 60°17'24" East 176.23 feet along a gravel road to and across a bridge; thence along a gravel road on the easterly bank of a canal for the following three courses: North 23°43'48" East 296.73 feet, North 19°22'37" East 163.89 feet and North 26°56'44" East 138.62 feet; thence North 86°38'36" East 994.57 feet to an irrigation pump and gate facility on the westerly bank of the Jordan River, and with both sides of this easement extended to said facility.

The location of Easement #2 may be moved by the mutual written agreement of the parties.

2. RIGHTS OF THE GRANTOR

The Grantor shall have the right to undertake all actions reasonably necessary to maintain, protect and use irrigation works within the foregoing easements (Easement #1 and Easement #2 being referred to herein, collectively, as the "Easements") including, without limitation, the right to excavate ditches and other works, to construct banks or berms, to install, maintain and remove headgates, to apply herbicides and to remove and/or burn weeds and other vegetation within the easements, and to operate heavy equipment along and within the Easements.

3. RESTRICTIONS ON USE

(a) Structures. No building or other structure may be placed within the Easements or across any ditch within the easements, and no bushes, trees or other vegetation may be planted in Easements which might interfere with the use of the Easements.

(b) Debris and Drainage. The Grantor shall not place or permit to be placed or disposed of, any trash, debris, waste or other materials of any kind, solid or liquid, in any of the ditches or within any of the Easements. No grading or construction shall be permitted on part of the Servient Estate affected by the Easements which might cause drainage therefrom to enter any of the ditches.

(c) Fences and Gates. No fence may be constructed across any of the Easements unless a gate is provided no less than 12 feet in width to permit ready access by construction equipment along the easement at all hours and seasons. No gate post or other fence post shall be closer than 3 feet to the bank (as defined above) of any ditch. No such gate shall be locked unless a key to such lock is provided to the Grantee prior to the placement of the lock. The Grantor reserves the right to cut any lock for which it has not been provided with a key.

(d) No Blockage or Diversion. The Grantor shall not block, impede or divert the flow of water in the ditches or otherwise interfere with the Grantee's use of the Easements.

4. BINDING EFFECT

This Easement Agreement and all of the provisions, benefits, and obligations hereof will run with the land and be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. In the event of a transfer by Grantor of all or any portion of the Servient Estate, such transfer shall be subject to the terms and conditions of this Easement Agreement and Grantor shall be released from all further obligations of Grantor under this Easement Agreement with respect to the Servient Estate so transferred. Likewise, in the event of a transfer by Grantee of all or any portion of the Dominant Estate, such transfer shall be subject

to the terms and conditions of this Easement Agreement. In the event that the use of the Dominant Estate is changed from agricultural use and is developed for commercial and/or residential subdivision purposes, this Easement shall automatically terminate.

5. GOVERNING LAW

This Easement Agreement is to be interpreted and enforced in accordance with the laws of the State of Utah.

6. ATTORNEYS' FEES

In the event any party shall bring any action, arbitration proceeding or legal proceeding alleging a breach of any provision of this Easement Agreement, or to enforce, protect, determine or establish any term or covenant of this Easement Agreement or rights or duties hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party as a part of such action or proceeding, or in a separate action for that purpose, reasonable attorneys' fees, expert witness fees, court costs and other reasonable expenses incurred by the prevailing party.

7. MISCELLANEOUS

No amendments or modifications to this Easement Agreement will be made or deemed to have been made except by the mutual written agreement of the parties. This Easement Agreement may be executed in several counterparts; each of which is deemed an original but all of which constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Easement Agreement has been executed by Grantor and Grantee as of the date first above written.

GRANTOR (AS OWNER OF THE SERVIENT PARCEL):

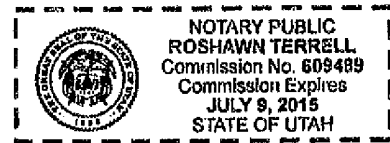
RUDY HOUSE, LLC,
a Utah limited liability company

By: [Signature]
Name: L. Kyle Drechsel
Title: manager

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

On the 25 day of March, 2015, the foregoing instrument was acknowledged before me this by L. Kyle Drechsel, in his capacity as MANAGER of Rudy House, LLC, a Utah limited liability company.

[Signature]
Notary Public



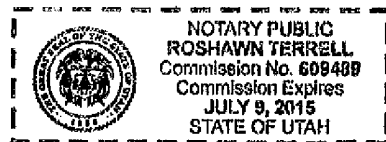
KYLE'S LLC,
a Utah limited liability company

By: [Signature]
Name: Kyle Drechsel
Title: manager

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

On the 25 day of March, 2015, the foregoing instrument was acknowledged before me this by Kyle Drechsel, in his capacity as Manager of Kyle's LLC, a Utah limited liability company.

[Signature]
Notary Public



GRANTEE (AS OWNER OF THE DOMINANT PARCEL):

KYLE'S LLC,
a Utah limited liability company

By: *J. Kyle Drachsel*
Name: L Kyle Drachsel
Title: MANAGER

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

On the 25 day of March, 2015, the foregoing instrument was acknowledged before me this by L Kyle Drachsel, in his capacity as MANAGER of Kyle's LLC, a Utah limited liability company.

Roshawn Terrell
Notary Public

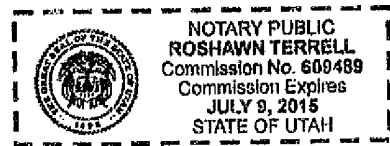
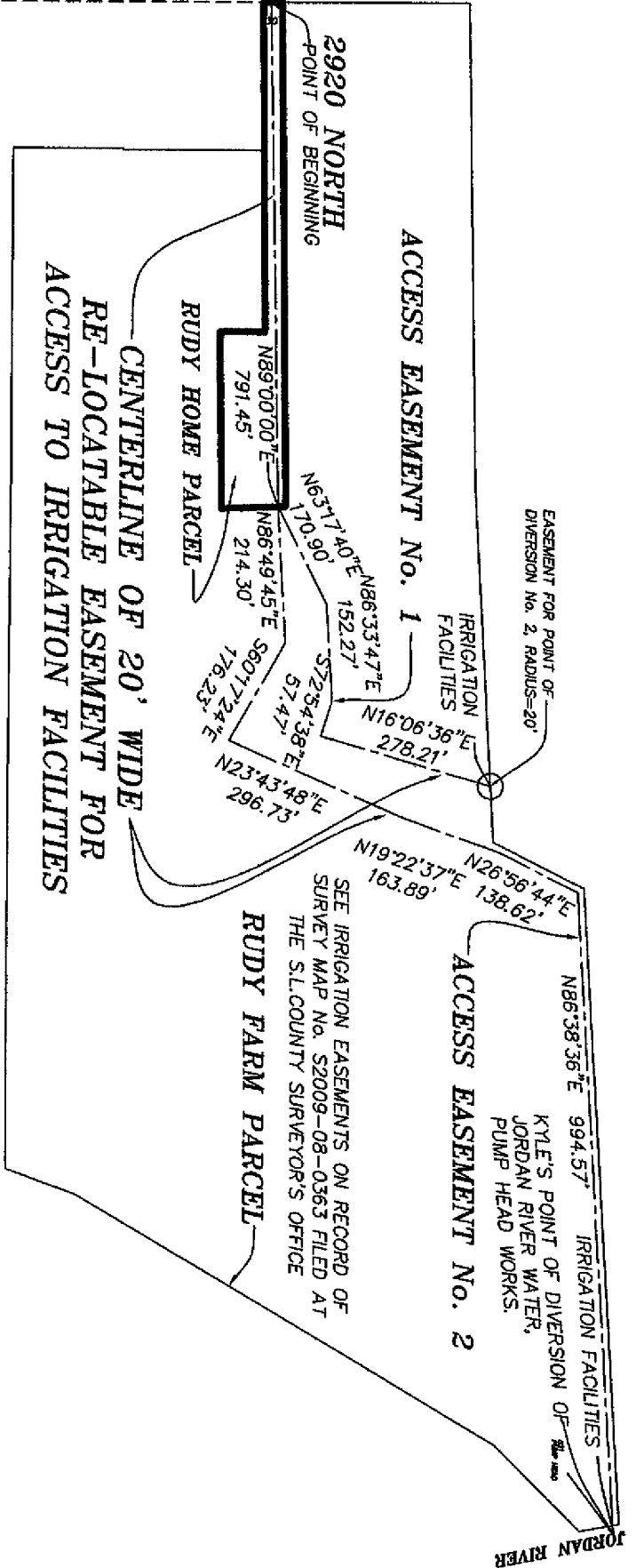


EXHIBIT A
(Depiction of Easement – *See Attached*)

2200 WEST STREET N00°03'34"E 1332.68'

S89°59'47"W 1320.275'

SOUTHEAST CORNER OF SECTION 9,
TOWNSHIP 1 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.
FOUND S.L.CO. BRASS CAP MON 1998



NORTH
NOT TO SCALE

KYLE DRECHSEL
KDRF, LLC
3198 NORTH 2200 WEST
SALT LAKE CITY, UTAH 84116

RICHARDSON SURVEYING, INC.
3448 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010
801-298-1615