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Rhonda Francis Summit County Recorder

01/13/2022 02:02:09 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

AFTER RECORDATION, RETURN TO:

Ivory Land Corporation
978 Woodoak Lane
Salt Lake City, Utah 84117

NS-566, NS-567, NS-567-C
NS-907-D

(space above for Recorder's use only)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made this 12th day of January, 2022 ("Effective Date"), by and between Michael V. Crittenden, Mary Kay Crittenden, Callie C. O'Hara, Ralph C. Crittenden, and Marsha S. Crittenden (collectively, "Crittenden"), and Ivory Land Corporation ("Ivory"). Crittenden and Ivory may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. Crittenden owns certain real property located in Summit County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Crittenden Property").
- B. Ivory owns certain real property located in Summit County, Utah, as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference ("Ivory Property").
- C. Ivory and Crittenden desire to grant to each other a reciprocal easement for the limited purpose of monitoring and maintaining the pressurized irrigation and secondary water lines which run through their properties.
- D. The parties are willing to grant each other the desired easement, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the Parties agree as follows:

- 1. **Grant of Easement.** Crittenden hereby conveys to Ivory and Ivory hereby conveys to Crittenden a non-exclusive easement on, over, under and across the Crittenden Property and the Ivory Property ("Easement"), respectively, as reasonably necessary for the limited purposes of monitoring, operating, repairing, and maintaining the existing pressurized irrigation and secondary water lines which run through the respective properties (collectively, "Irrigation System").
- 2. **Reservation.** Each Party hereby reserves the right to use their property for any use not inconsistent with the Easement. Without limiting the above, each Party reserves the right (i) to relocate, or require the relocation of the Irrigation System at any time, provided that such relocation provides the other Party with comparable easement rights and functionality and such relocation terminates the use of the Easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement. Each Party hereby understands and agrees that this Easement

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is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right to use the Easement area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

3. **Compliance with Laws.** Each Party will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

4. **Liens.** Each Party shall keep the other's property free from any liens arising out of any work performed, materials furnished, or obligations incurred related to the Irrigation System or use of this Easement.

5. **Notices.** Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended Party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended Party. All notices shall be given at the following addresses:

If to Crittenden:

Attn: Michael V. Crittenden
1070 S. Hoytsville Road
Coalville, Utah 84017

If to Ivory:

Ivory Land Corporation
Attn: Skylar Tolbert
978 Woodoak Lane
Salt Lake City, Utah 84117

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

6. **Termination.** The term of the Easement shall be the sooner of fifty (50) years or either Parties' termination of use of the Irrigation System.

7. **Runs with the Land; Binding Effect.** Subject to the terms and conditions contained herein, this Agreement shall be considered a covenant that runs with the land herein described and shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

8. **Miscellaneous.**

8.1. **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the Parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.



8.2. Authority. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

8.3. Severability. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.4. Interpretation. This Agreement has been arrived at through negotiation between Crittenden and Ivory. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

8.5. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

8.6. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

8.7. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

8.8. No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Crittenden. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by Ivory. Neither Ivory, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

8.9. No Third-Party Beneficiaries. There is no intent by either party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto and Crittenden and Ivory expressly disclaim any third-party benefit.

8.10. JURY TRIAL WAIVER. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BEFORE A JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER OR RELATED TO THE PARTIES' PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHER APPLICABLE FEDERAL OR STATE LAW OR REGULATION. AS FURTHER CONSIDERATION IN ADDITION TO THAT OTHERWISE GIVEN AND RECEIVED UNDER THIS AGREEMENT, EACH PARTY ACTS IN RELIANCE ON THE OTHER'S WAIVER UNDER THIS SECTION, AND ANTICIPATES THAT IT SHALL BE ENFORCED TO THE FULLEST EXTENT OF THE LAW. IN ALL EVENTS, DISPUTES SHALL BE RESOLVED BY A JUDGE SITTING WITHOUT A JURY. If a court of competent jurisdiction determines that this Subsection is unenforceable for any reason, either party may,



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within thirty (30) days of entry of such ruling, motion the court for an order dismissing or staying the proceeding and compelling binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party further expressly acknowledges and knowingly waives the right to object for any reason to the other's motion to compel binding arbitration under this Section.

8.11. Amendment. This Agreement may be modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successors and assigns (as determined by the provisions herein).

8.12. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

[signatures and acknowledgements to follow]

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NOW WHEREFORE, this Agreement was executed by Crittenden and Ivory as of the Effective Date.

CRITTENDEN: Michael V. Crittenden

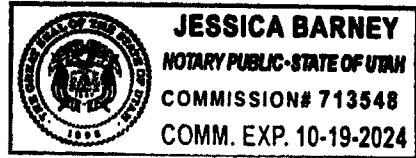
Michael V. Crittenden

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 12 day of January, 2022, personally appeared before me Michael V. Crittenden, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument.

Jessica Barney
NOTARY PUBLIC
Residing at: Davis

My Commission Expires:
10-19-24



CRITTENDEN: Mary Kay Crittenden

Mary Kay Crittenden

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 12 day of January, 2022, personally appeared before me Mary Kay Crittenden, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument.

Jessica Barney
NOTARY PUBLIC
Residing at: Davis

My Commission Expires:
10-19-24



CRITTENDEN:

Callie C. O'Hara

Callie C. O'Hara
Signed on 2022/01/12 13:51:41 -8:00

STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

On this 12th day of January, 2022, personally appeared before me Callie C. O'Hara, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument.

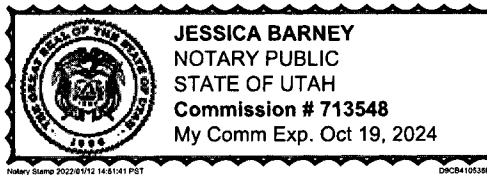
Notarial act performed by audio-visual communication

Jessica Barney
Signed on 2022/01/12 13:51:41 -8:00

NOTARY PUBLIC
Residing at: DAVIS

My Commission Expires:

10-19-24

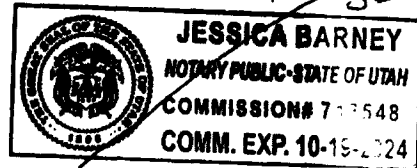


CRITTENDEN:

Ralph C. Crittenden

Ralph C. Crittenden

STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

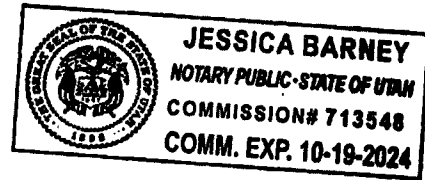


On this 12 day of January, 2022, personally appeared before me Ralph C. Crittenden, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument.

Jessica Barney
NOTARY PUBLIC
Residing at: Davis

My Commission Expires:

10-19-24



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CRITTENDEN:

Marsha S. Crittenden

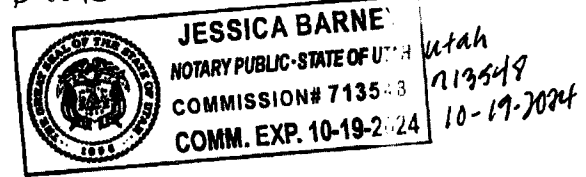
Marsha S. Crittenden

STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

On this 12 day of January, 2022, personally appeared before me Marsha S. Crittenden, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument.

Jessica Barne
NOTARY PUBLIC
Residing at: DAVIS

My Commission Expires:
10-19-24



IVORY:

IVORY LAND CORPORATION

By: _____
Name (Print): _____
Its: _____

STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2022, personally appeared before me Kevin Anglesey, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as Secretary of Ivory Land Corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:



EXHIBIT A

(Legal Description of the Crittenden Property)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S01°01'20"E 857.53 FEET AND N90°00'00"W 1081.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S87°55'06"W 545.65 FEET; THENCE N02°02'33"W 240.43 FEET; THENCE N87°57'24"E 469.20 FEET; THENCE S19°42'00"E 246.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 394.55 FEET, A DISTANCE OF 4.98 FEET, A CHORD DIRECTION OF S20°03'42"E AND A CHORD DISTANCE OF 4.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.80 ACRES IN AREA

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EXHIBIT B

(Legal Description of the Ivory Property)

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S89°57'01"W 1320.66 FEET AND S86°35'34"W 334.91 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS ALSO S86°35'34"W 334.91 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, AND RUNNING THENCE S17°39'07"E 238.15 FEET; THENCE N78°00'44"E 283.61 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF HOYTSTVILLE ROAD; THENCE ALONG SAID LINE S19°42'00"E 60.02 FEET; THENCE S78°00'44"W 159.57 FEET; THENCE S10°44'37"E 130.43 FEET; THENCE N80°18'16"E 29.31 FEET; THENCE S09°03'02"E 228.29 FEET; THENCE N87°57'27"E 201.24 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF HOYTSTVILLE ROAD; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S19°42'00"E 246.87 FEET, 2) ALONG CURVE TO THE RIGHT, HAVING A RADIUS OF 3757.55 FEET, A DISTANCE OF 157.90 FEET, A CHORD DIRECTION OF S18°54'19"E AND A CHORD DISTANCE OF 157.89 FEET, AND 3) ALONG CURVE TO THE RIGHT, HAVING A RADIUS OF 1859.86 FEET, A DISTANCE OF 97.25 FEET, A CHORD DIRECTION OF S15°48'07"E AND A CHORD DISTANCE OF 97.24 FEET TO THE NORTHERLY BOUNDARY LINE OF CREAMERY LANE ESTATES SUBDIVISION, RECORDED AS ENTRY NUMBER 389367 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG SAID NORTHERLY BOUNDARY LINE S88°06'42"W 256.70 FEET; THENCE S00°46'27"E 284.06 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID CREAMERY LANE ESTATES SUBDIVISION, WHICH POINT IS ALSO IN THE EXISTING NORTHERLY RIGHT-OF-WAY FENCE LINE OF CREAMERY LANE; THENCE ALONG SAID CREAMERY LANE ESTATES SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) S88°14'03"W 755.00 FEET, 2) N08°51'33"E 261.80 FEET, 3) S88°15'33"W 169.50 FEET, 4) S08°51'33"W 84.52 FEET, 5) S88°15'33"W 125.00 FEET, 6) S08°51'33"W 177.28 FEET, 7) S88°15'32"W 1139.18 FEET TO THE SOUTHWEST CORNER OF SAID CREAMERY LANE SUBDIVISION, SAID CORNER IS ALSO IN THE EXISTING EASTERLY RIGHT-OF-WAY FENCE LINE OF THE UTAH STATE PARKS RECREATION (FORMERLY KNOWN AS THE UNION PACIFIC RAILROAD), AND 8) N09°01'39"W 280.88 FEET TO THE NORTHWEST CORNER OF SAID CREAMERY LANE SUBDIVISION; THENCE N08°52'59"W 477.51 FEET; THENCE N08°45'32"W 521.34 FEET; THENCE N82°10'44"E 687.59 FEET; THENCE N86°39'27"E 939.15 FEET; THENCE N86°35'34"E 354.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S01°01'20"E 857.53 FEET AND N90°00'00"W 1081.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S87°55'06"W 545.65 FEET; THENCE N02°02'33"W 240.43 FEET; THENCE N87°57'24"E 469.20 FEET; THENCE S19°42'00"E 246.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 394.55 FEET, A DISTANCE OF 4.98 FEET, A CHORD DIRECTION OF S20°03'42"E AND A CHORD DISTANCE OF 4.98 FEET TO THE POINT OF BEGINNING.



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E-Signature Summary

E-Signature 1: Callie C. O'Hara (CCO)

January 12, 2022 13:51:41 -8:00 [6BC9D4933484] [172.242.61.210]
clairealoha@gmail.com (Principal) (ID Verified)

E-Signature Notary: Jessica Barney (jbarney)

January 12, 2022 13:51:41 -8:00 [D9CB410535FA] [69.27.10.22]
jbarney@cottonwoodtitle.com

I, Jessica Barney, did witness the participants named above electronically sign this document.

