

When Recorded, Mail To:
Springville Irrigation Company &
Wood Springs Irrigation Company
P.O. Box 745
Springville, UT 84663

With a Copy To:
Burke & Dorothy Cloward Family Trust
389 East 900 South
Provo, UT 84606



ENT 3684:2015 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jan 16 2:34 PM FEE 18.00 BY SW
RECORDED FOR SPRINGVILLE IRRIGATION COMP

Parcel No: #23:028:0003; #23:028:0004; #21:096:0015

EASEMENT AGREEMENT

THIS AGREEMENT is made between **Burke & Dorothy Cloward Family Trust**, whose address is 389 East 900 South, Provo, Utah 84606 ("**Grantor**"), and **Springville Irrigation Company and Wood Springs Irrigation Company**, irrigation companies organized under the laws of the State of Utah, located at 25 West 200 South #16, Springville, Utah 84663 ("**Grantee**").

RECITALS

A. Grantee includes both the Springville Irrigation Company and the Wood Springs Irrigation Company. The easement is to be a dual easement in the name of both companies.

B. Grantee operates an irrigation company and associated irrigation facilities, a portion of which are on land owned by Grantor. Grantee intends to continue to convey irrigation water through its facilities to serve the area within its service area. These facilities involve the Grantor's land located in Utah County, Utah.

B. The land is described and shown on the attached Exhibit "A."

C. Grantee desires permanent right-of-way for the operation and maintenance of said facilities, as described and show on the attached Exhibit "A."

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor grants to Grantee a permanent easement in, on, under, across, and through the land of Grantor, as described and shown on the attached Exhibit "A" for the construction, installation, operation, maintenance, repair, inspection, vehicular and pedestrian access, ingress and egress to and from adjacent property of said facilities including the following:

2. Entire Agreement. 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.

3. Necessary Acts & Cooperation. 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.

4. Recordation. Any party may record this Agreement.

5. Assignment. 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.

6. Construction & Maintenance. All construction and maintenance done on said easement must be done in the least disruptive fashion. Grantee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or

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defacing of the natural surroundings in the vicinity of the work. All trees, native shrubbery, and vegetation outside the immediate area of the works or otherwise designated to remain shall be preserved and shall be protected from damage. Upon completion of any construction done on said easement land will be restored to pre-construction conditions including but not limited to landscaping, concrete work and asphalt replacement.

7. Facilities Inside Easement. No trees or shrubs are allowed within the irrigation easement. Grantor will be responsible for the prevention of or removal of structures (other than irrigation facilities), trees, shrubs, or any other facilities that could damage the irrigation company facilities within the easement. Any damage to the irrigation facilities must be repaired by the Grantor.

8. Authority. By executing this Agreement below, Grantor and Grantee each represent and warrant they have full capacity, right, power, and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor and Grantee related thereto.

9. Hold Harmless. The parties shall indemnify, defend, and hold each other harmless from any claims of injury or damage to any persons or property, and/or claims of injury or damage made by third parties (whether or not such claims of third parties are meritorious) that result from or are claimed to result from, in whole or in part, any act, error, omission, or fault of the other party, or the exercise of any of the privileges under this Agreement. Grantor shall be strictly responsible for any damage to, obstruction of, or interference with the use, operation, maintenance, repair, or replacement of the irrigation facilities located within the easement caused in whole or in part by the Grantor, their agents, assigns, or licensees. Likewise, Grantee shall be strictly responsible for any damage to, unreasonable obstruction of, or unreasonable interference with Grantor's use of its land.

10. Attorneys' Fees. In the event an action is filed in district court as a result of a dispute arising out of this Agreement, the prevailing party shall be entitled to its attorneys' fees.

ENTERED INTO this 11th day of December, 2014

Wood Springs Irrigation Company

Burke & Dorothy Cloward Family Trust

Jud Harward
Representative

[Signature]
Representative

Springville Irrigation Company

Albert Harms
Representative

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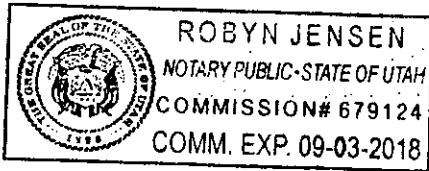
Parcel No: #23:028:0003; #23:028:0004; #21:096:0015

ACKNOWLEDGEMENTS

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 11th day of December, 2014, appeared before me Matthew Stewart Representative of BURKE & DOROTHY CLOWARD FAMILY TRUST, his identity and position having been satisfactorily established to me, and did duly acknowledge to me that he voluntarily executed the foregoing document for the purposes stated therein.

Seal:

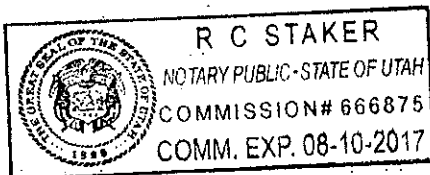


Robyn Jensen
NOTARY PUBLIC

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 14 day of JAN., 2015, before me personally appeared Albert Hansen & JW Hansen ADJ Representative of the Springville and Wood Springs Irrigation Company, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of the Springville Drainage District has authorized him to execute the foregoing document, and did acknowledge to me that he executed the same for the purposes stated therein.

Seal:

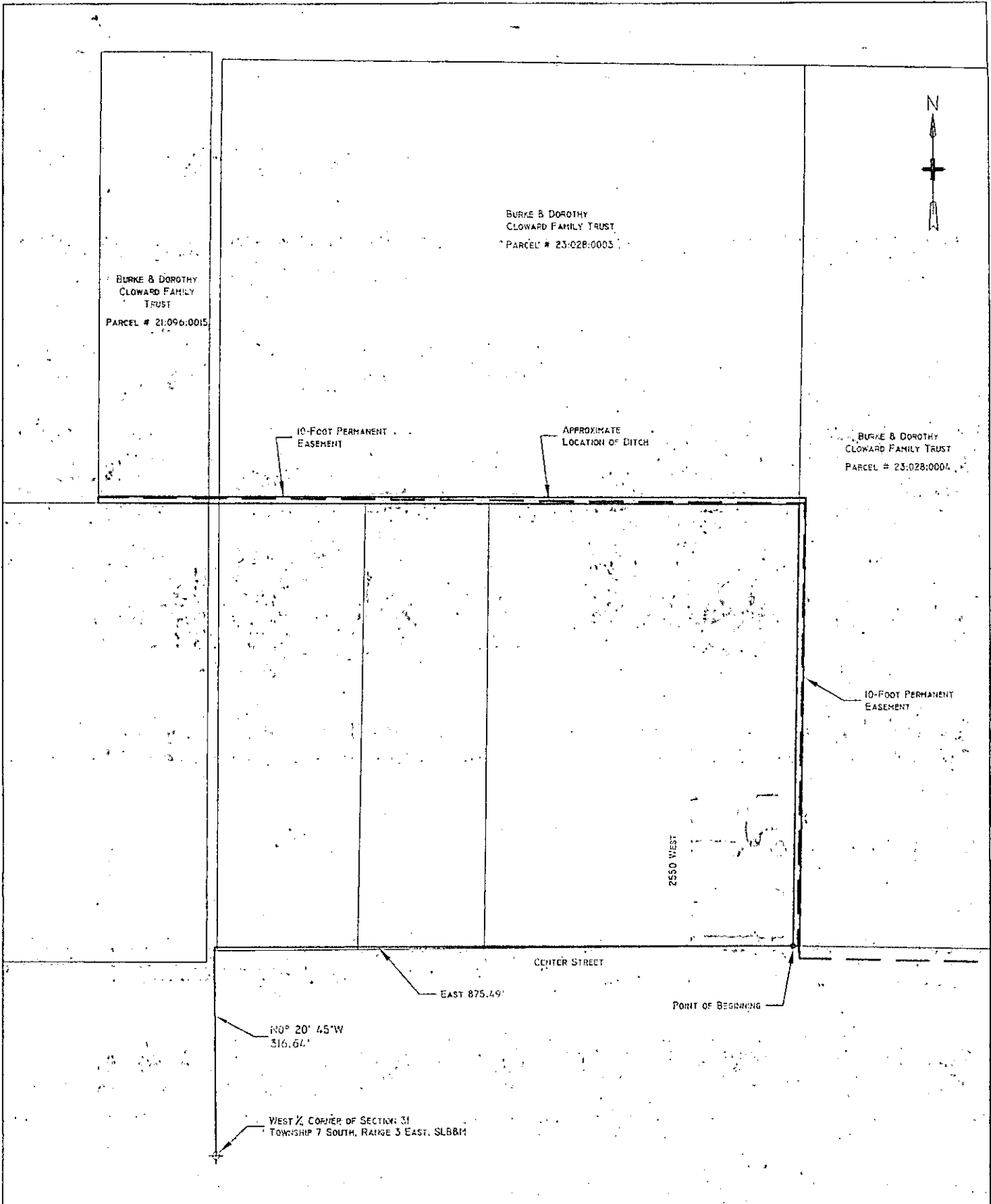



R C Staker
NOTARY PUBLIC

Exhibit A-1

Legal Description of a Springville Irrigation Company and Wood Springs Irrigation Company ditch easement in Utah County, Utah on Burke and Dorothy Cloward Family Trust's land, parcel # 23:028:0004, 21:096:0015, and 23:028:0003. A 10-foot permanent easement, located in the northwest quarter of Section 31, Township 7 South, Range 3 East, and in the northeast quarter of Section 36, Township 7 South, Range 2 East, Salt Lake Base & Meridian, easement more particularly described as follows;

Beginning at a point on the southwest corner of Grantor's land (parcel # 23:028:0004) said point being located N 00d20'45" W along the section line 316.64 feet, and east 875.49 feet from the west $\frac{1}{4}$ corner of Section 31, T7S, R3E, Salt Lake Base & Meridian; thence N 01d10'49" E along the parcel line 670.51 feet to the southeast corner of parcel # 23:028:0003; thence N 88d45'00" W along the parcel line 1062.19 feet to the southwest corner of parcel #21:096:0015 ; thence N 00d19'25" E 20.11 feet; thence S 88d45'00" E 1082.39 feet; thence S 01d10'49" W 690.70 feet to the parcel line; thence N 89d12'17" W along the parcel line 20.00 feet to the point of beginning. Easement contains approximately 0.40 acres.



	DATE: DECEMBER 12, 2014	SPRINGVILLE & WOOD SPRINGS IRRIGATION COMPANIES	EXHIBIT A-2
	SCALE: 1" = 200'		
	Easement.dwg	BURKE & DOROTHY CLOWARD FAMILY TRUST	
	HWL\BENTZ-Central Utah Area\Springville Drainage District\GIS-Easements\Easement\3 - Burke J Cloward		
LAYOUT: Layout1			