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Book - 10222 Pg - 8518-8522  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTONWOOD LOWER CANAL  
3552 S 1300 E  
SLC UT 84106  
BY: TWA, DEPUTY - WI 5 P.

WHEN RECORDED, RETURN TO:

Big Cottonwood Lower Canal  
C/O – Laird H. Ashton  
3552 S. 1300 E.  
Salt Lake City, Ut 84106

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**Easement Agreement**

This Easement Agreement ("Agreement") is entered into and effective this 9<sup>th</sup> day of April, 2014 by and between Daren Lott ("Grantor") and Big Cottonwood Lower Canal Company ("BCLC").

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located in Salt Lake County, Utah, described on Exhibit A attached hereto, more commonly known as 3245 South 1000 East, Salt Lake City, Utah, 84106 ("Property"); and

WHEREAS, BCLC is an irrigation company that has the rights to certain irrigation water and provides such irrigation water to members of its irrigation company in Salt Lake County, Utah; and

WHEREAS, BCLC is desirous to provide water to GRANTOR's neighboring property, described on Exhibit B attached hereto, more commonly known as 3235 South 1000 East, Salt Lake City, Utah, 84106 ("North Property"); and

WHEREAS, GRANTOR desires to be a member of BCLC and has agreed to grant an easement to BCLC to provide water to GRANTOR's Property and the North Property in exchange for membership in BCLC and the agreement set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. GRANTOR, the owner of the Property hereby grants to BCLC an easement to run and maintain a pipeline across and through the Property for the purpose of supplying irrigation water to Property and North Property. Such easement is more particularly described as:

Beginning South 287.1 feet & East 208 feet from the Northwest corner of lot 1, Block 28, 10 Acre Plat A, Big field Survey; thence North 62 feet, and thence East 8 feet, thence South 62 feet, and thence West 8 feet to point of beginning.

2. BCLC hereby agrees to provide GRANTOR a membership in BCLC at no cost. GRANTOR shall have the same rights as any other member. BCLC agrees that such membership shall transfer to any new owner of the Property after Grantor.

3. BCLC hereby agrees to install an initial sump (usable box or port) for GRANTOR to use on his Property at no cost.

4. BCLC agrees to waive the annual membership assessment owed by GRANTOR for membership in BCLC for so long as GRANTOR is the owner of the Property. **New owners of property will then pay an annual yearly assessment the same as all other members in BCLC when property is transferred.**

5. GRANTOR agrees that BCLC has the right to access the Property to inspect and maintain the easement, pipeline, and flow of irrigation water to Property and North Property. BCLC will reasonably attempt to make an amicable appointment with GRANTOR by phone before accessing property except in the case of emergencies.

6. All of the easements, covenants, restrictions and provisions contained in this Agreement shall continue indefinitely for so long as BCLC or its assigns has a use or need for the easement unless it is mutually agreed in writing by both BCLC and GRANTOR or their assigns to terminate or amend this Agreement and shall bind every person or entity having any fee, leasehold or other interest in the Property, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

7. A fully executed counterpart of this Easement Agreement shall be recorded in the Office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

GRANTOR

By: *Daren Lott*  
Daren Lott, personally

BCLC

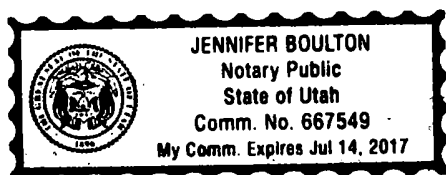
By: *Laird H Ashton*  
Laird H. Ashton, Its President

STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

Personally appeared before me on the 9<sup>th</sup> day of April, 2014 Daren Lott, the signer of the above instrument who duly acknowledge to me that he executed the same.



*Jennifer Boulton*

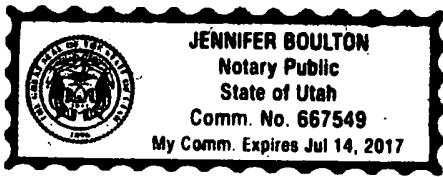
Notary Public


STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

Personally appeared before me on the 9<sup>th</sup> day of April, 2014 Daren Lott, the  
signer of the above instrument who duly acknowledge to me that he executed the same.



  
Notary Public

**Exhibit "A"**

**Parcel 16-29-404-035 and Parcel 16-29-404-036**

**Beginning South 287.1 feet & East 16 feet from the Northwest corner of lot 1, Block 28, 10 Acre Plat A, Big field Survey; thence East 206.25 feet, and thence North 62 feet, thence West 206.25 feet, and thence South 62 feet to point of beginning.**

Exhibit "B"

**16294040040000 Legal description**

COM 16 FT E & 173.1 FT S FR NW COR LOT 1 BLK 28 10 AC PLAT ABIG FIELD SUR S 52 FT E 12.5 RDS N 52  
FT W 12.5 RDS TO BEG 0.24 AC 6259-1981 8207-1914 8470-7770 8948-3133 9408-1969