

RECORDING REQUESTED BY (Jim W Ashton)  
AND WHEN RECORDED MAIL TO:  
Wade L Ashton            Jim W Ashton  
1119 Airport Dr            267 W 4020 N  
Lehi, Ut 84043            Provo, Ut 84604



ENT 123409:2022 PG 1 of 7  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Dec 08 1:14 pm FEE 40.00 BY KR  
RECORDED FOR ASHTON, JIM W

Space above for Recorder's Use Only

DRAINAGE & IRRIGATION UTILITY EASEMENT FOR APPLE JACK SUBDEVISION LOT 3

This DRAINAGE & UNDERGROUND UTILITY EASEMENT (the "Agreement") is entered into this 8<sup>th</sup> day of December, 2022 (the "Effective Date"), by and between Ashton Family Trust ("Grantor"), and Wade Lenox Ashton Trust ("Grantee").

\* Dated: Nov 1, 2005  
Wade Lenox Ashton Trustee

\* Dated: Nov 1, 2005  
Jim W Ashton Trustee  
Lisa Anna Ashton Trustee

RECITALS

- A. Grantor is the current owner of that certain real property located in the County of Utah, State of Utah, as more particularly described on Exhibit "A" attached hereto (the "Parcel A").
- B. Grantee is the owner of that certain real property located in the County of Utah, State of Utah more particularly described on Exhibit "B" attached hereto (hereafter the "Parcel B").
- C. Grantee requires an easement appurtenant to Parcel B to install (A pressurized irrigation 10 inch diameter or less pipeline), repair, maintain and replace certain underground utility facilities, including but not limited to: Drainage & Irrigation (hereafter the "Underground Pressurized Irrigation") as such may be more fully hereinafter described, and Grantor is willing to grant such easement on the terms and conditions set forth in this Agreement.
- D. Grantee also requires an easement to enter upon the Parcel A (i) for ingress and egress to and from the Easement Area (ii) to maintain, repair and replace the Underground Pressurized Irrigation within the Easement Area, and Grantor is willing to permit such access and the work to be performed in conjunction with the Underground Pressurized Irrigation on the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

### 1. Grant, Purpose and Use of Easements.

- a. Drainage & Irrigation Utility Easement. Grantor hereby grants to Grantee for the benefit of Parcel B a non-exclusive perpetual easement to construct, repair and maintain and replace the Underground Pressurized Irrigation within that certain portion of the Parcel A described on Exhibit "C" attached hereto (hereafter the "**Easement Area**"). In the event that the Grantee undertakes any construction work within the Easement Area in conjunction with the Underground Pressurized Irrigation, any damage to existing landscape improvements and or asphalt shall be repaired by Grantee to substantially the same condition as existed prior to such damage to the extent reasonably possible. All work performed on the Underground Pressurized Irrigation by Grantee shall be constructed, repaired, maintained and replaced when necessary in a good and workmanlike manner and in a manner so as not to unreasonably interfere with the operations of the Grantor on the Parcel A. The Grantor shall hereafter at all times maintain the Easement Area as a landscaped area and shall not construct or allow to be constructed any buildings or other permanent structures within the Easement Area.
- b. Access Easement. Grantor hereby grants to Grantee a non-exclusive perpetual access easement (the "**Access Easement**") for vehicular, equipment and pedestrian ingress and egress from the adjacent public road locations on, in, over and through Parcel A to and from the Easement Area located within Parcel A to allow reasonable access to the Easement Area by Grantee for the purpose of constructing, repairing, maintaining and/or replacing the Underground Pressurized Irrigation as necessary.

### 2. Indemnification against Liens and Liability.

- a. Mechanics Liens. Grantee shall keep the Easement Area and Parcel A free and clear of any liens arising out of any of Grantee's activities as contemplated hereunder on Parcel A.
- b. Indemnification. Grantee shall indemnify, defend and hold Grantor and Parcel A harmless from any and all claims, liabilities, and reasonable costs and expenses arising in any manner out of any breach of the Grantee's obligations hereunder or the Grantee's activities on Parcel A pursuant to this Agreement.


### 3. Miscellaneous

- a. Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. Each of the Recitals and the Exhibits attached to this Agreement is hereby incorporated into this document as if set forth in full herein.

- b. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties hereto. This Agreement shall be governed by and construed under the laws of the State of Utah.
- c. Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys, fees, court costs and litigation expenses, as determined by the court. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts otherwise recoverable hereunder, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (i) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (ii) any proceeding to enforce a judgment in such, action. It is the intent of the parties that the provisions of this subsection be distinct and severable from the other rights of the parties under this Agreement, shall survive the entry of, judgment in any Actions and shall not be merged into such judgment.
- d. Definitions. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another. For purposes of parties entitled to enter upon Parcel A, the term "Grantee" shall also be interpreted to include the Grantee, its owners, agents, contractors, tenants and employees.
- e. Injunctive Relief. In the event of any violation or threatened violation of this Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.
- f. Further Actions. The parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.
- g. Notices. Unless otherwise provided for herein any notice to be given or other documents to be delivered by either party in regards to this Agreement shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the intended party at the address for such party as listed for delivery of property tax notices for such parcel.
- h. Run with the Land. The benefits and obligations of this Agreement shall be deemed to be appurtenant to Parcel A and Parcel B, respectively, and shall run with the land. However and notwithstanding the foregoing, the indemnification obligations of Grantee hereunder pertaining to claims, damages and liabilities shall be personal to each owner of Parcel B, and no subsequent owner of Parcel B shall be liable to the owner of Parcel A for any damage or liabilities not caused directly by such owner (or by parties working at the direction of such owner) or for damage or liability to Parcel A which did not occur during such owner's period of ownership of Parcel B.

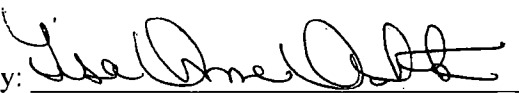
IN WITNESS WHEREOF the Grantor has executed this Agreement as of the date first above written.

GRANTOR: Ashton Family Trust (Jim W Ashton & Lisa Anne Ashton, Trustees)

By: 

Name: Jim W Ashton

Its: Trustee

By: 

Name: Lisa Anne Ashton

Its: Trustee

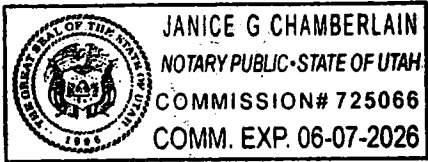
STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

JIM W. ASHTON and LISA ANNE ASHTON,  
TRUSTEES OF THE ASHTON FAMILY TRUST  
DATED NOVEMBER 1, 2005

On 8th December, 2022 before me personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

*Janice G Chamberlain*  
Notary Public



**EXHIBIT "A"**

**Legal Description of the Parcel A**

Utah County, Apple Jack Subdivision, Lot 3

**EXHIBIT "B"**

**Legal Description of Parcel B**

Utah County, Apple Jack Subdivision, Lot 2

