

164091-CPF

WHEN RECORDED, PLEASE RETURN TO:

David Packer
1255 N Ivy Place
Kaysville, Utah

Tax Parcel I.D. 22-28-478-001

GRANT OF IRRIGATION EASEMENT

THIS GRANT OF IRRIGATION EASEMENT (“Agreement”) is granted, made and entered into as of this 21 day of August, 2023, by and among Allan F. Packer, Kenneth W. Packer and David A. Packer, as Successor Co-Trustees of the DONNA S. PACKER REVOCABLE TRUST dated the 14th day of November, 2001 as amended and restated on the 3rd day of August, 2015 and Allan F. Packer, Kenneth W. Packer and David A. Packer, as Successor Co-Trustees of the BOYD K. PACKER REVOCABLE TRUST dated the 14th day of November, 2001, having an address of 1255 N Ivy Place, Kaysville, Utah (“Grantor”), and Allan F. Packer, Kenneth W. Packer and David A. Packer, as Successor Co-Trustees of the DONNA S. PACKER REVOCABLE TRUST dated the 14th day of November, 2001 as amended and restated on the 3rd day of August, 2015 having an address of 1255 N Ivy Place, Kaysville, Utah (“Grantee”).

RECITALS

A. Grantor is the owner in fee simple of certain real property located in Salt Lake County, Utah (Tax Parcel I.D. 22-28-478-001) conveyed by those certain Quit-Claim Deeds recorded as Entry No.’s 8069256 & 8069257 in the Official Records of Salt Lake County (the “Grantor Property”) which is adjacent to certain land owned by Grantee..

B. Grantee is owner in fee simple of certain real property located in Salt Lake County, Utah, which is located adjacent to the Grantee Property identified as Tax Parcel I.D. 22-28-476-006 (“Grantee’s Property”).

C. Grantor has agreed to grant and convey to the Grantee a nonexclusive perpetual easement and right-of-way over and across the Grantor Property in the location more particularly described in Exhibit A and depicted in Exhibit “B” which are attached hereto and incorporated herein for the purposes described herein (the “Easement Property”). The Easement Property shall be limited for the use and benefit of the following parties (the “Benefitted Parties”): (i) Grantee and its respective successors and assigns; and (ii) all tenants, subtenants, guests, employees, agents, customers, invitees and concessionaires of Grantee.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, promises and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefitted Parties, a perpetual nonexclusive easement and right-of-way over, across, under and to the Easement Property for the installation, construction, operation, inspection, repair and maintenance of an irrigation pipeline (the "Easement").

2. Easements Appurtenant to the Grantee Property. The easement over the Easement Property granted herein shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof.

3. Grantee's Use of Easement Property. Grantee and the Benefitted Parties shall have the right and easement, in common with others who are granted such rights, to utilize the Easement Property for the installation, construction, operation, inspection, repair and maintenance of an irrigation pipeline to and from the Grantee Property.

4. Grantor's Retained Rights. Grantor reserves and retains the right for Grantor to use the Easement Property, and the right for Grantor to grant other non-exclusive easements, rights-of-way and other use rights to other persons and/or entities to use the Easement Property, provided such use does not unreasonably interfere with Grantee's permitted use of the Easement Property as provided in this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that Grantor's development activities on the Easement Property require the relocation of the Easement Property or any portion thereof, Grantor shall have the right to relocate the Easement Property upon sixty (60) days prior written notice to Grantee, provided that Grantor shall pay the costs of relocating such Easement Property and provided Grantee continues to have water access to the Grantee Property that is reasonably equivalent.

5. Maintenance and Replacement. Grantee shall be responsible, at its sole cost and expense, for the construction, maintenance and repair of irrigation improvements on the Easement Property, if any. Grantee shall maintain the Easement Property and all improvements thereon, if any, in reasonably good, safe and clean condition and all costs associated therewith shall be borne by Grantee. Grantee shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by any Benefitted Party related to the Easement Property. Within thirty (30) days after Grantee receives notice of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record. Grantor shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantor related to the Easement Property. Within thirty (30) days after Grantor receives notice of the filing or recording of any such lien, Grantor shall cause the same to be paid and discharged of record. If Grantee shall install the irrigation pipeline within the Easement Property, then Grantee shall, at its sole cost and expense, restore the Easement Property to the condition existing prior to installation of such irrigation pipeline.

6. Covenants to Run With the Land. Subject to the terms of this Agreement, the easement granted herein shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee's Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

8. Indemnity. Grantee shall indemnify and hold harmless Grantor, its trustees, partners, directors, officers, members, agents, contractors and employees, free from or against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising from the negligent use of the Easement Property by any Benefited Party, except for any such liability, loss, damage, costs and expenses to the extent arising from the acts of Grantor or any of its contractors, tenants, agents, employees, licensees or invitees.

9. Costs and Expenses. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

10. Grantee's Waivers. Grantee shall accept and use the Easement Property in its present "as is" condition and at Grantee's own risk.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

12. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

13. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Easement Property by Grantee and Grantor.

14. No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such

provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

15. Interpretation. The Section headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

16. Duration and Amendment. This Agreement and the Easements shall be perpetual and irrevocable. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in the office of the Salt Lake County Recorder, Utah. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded in the office of the Salt Lake County Recorder, Utah.

17. Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute the Agreement.

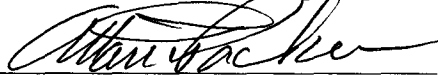
18. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

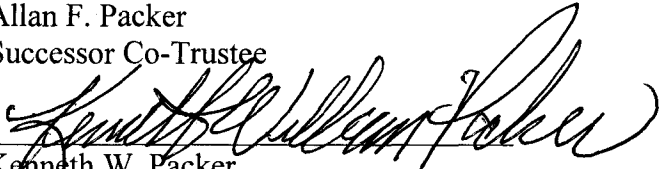
19. Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:


DONNA S. PACKER REVOCABLE TRUST
dated the 14th day of November, 2001 as amended
and restated on the 3rd day of August, 2015

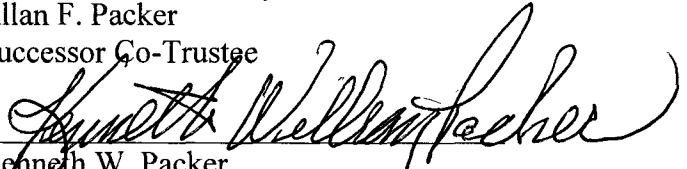
BY: 
Allan F. Packer
Successor Co-Trustee


BY: 
Kenneth W. Packer
Successor Co-Trustee

BY: 
David A. Packer
Successor Co-Trustee

BOYD K. PACKER REVOCABLE TRUST
dated the 14th day of November, 2001

BY: 
Allan F. Packer
Successor Co-Trustee

BY: 
Kenneth W. Packer
Successor Co-Trustee

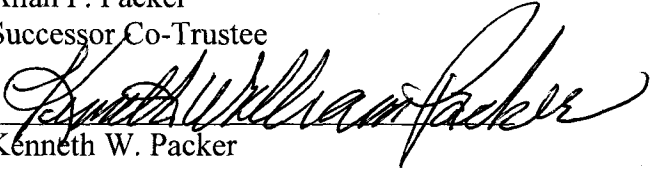
BY: 
David A. Packer
Successor Co-Trustee

GRANTEE:

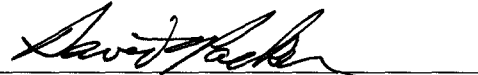
DONNA S. PACKER REVOCABLE TRUST
dated the 14th day of November, 2001 as amended
and restated on the 3rd day of August, 2015

BY: 

Allan F. Packer
Successor Co-Trustee

BY: 

Kenneth W. Packer
Successor Co-Trustee

BY: 

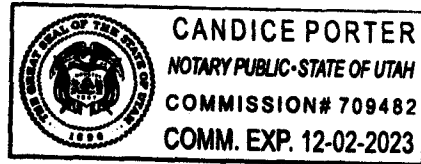
David A. Packer
Successor Co-Trustee

STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared David A. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the DONNA S. PACKER REVOCABLE TRUST dated the 14th day of November, 2001 as amended and restated on the 3rd day of August, 2015.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
12-2-2023

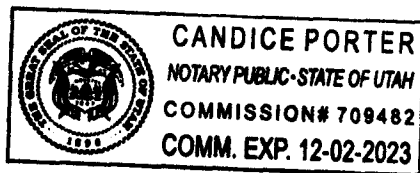


STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared Allan F. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the BOYD K. PACKER REVOCABLE TRUST dated the 14th day of November, 2001.


[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
12-2-2023



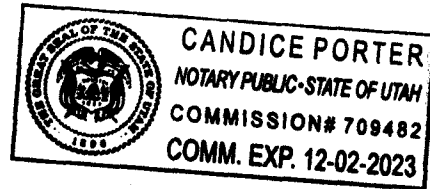
STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared Kenneth W. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the BOYD K. PACKER REVOCABLE TRUST dated the 14th day of November, 2001.



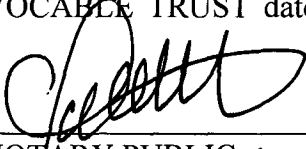
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
12-2-2023



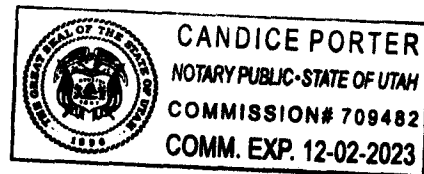
STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared David A. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the BOYD K. PACKER REVOCABLE TRUST dated the 14th day of November, 2001.



NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
12-2-2023



STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared Allan F. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the DONNA S. PACKER REVOCABLE TRUST dated the 14th day of November, 2001 as amended and restated on the 3rd day of August, 2015.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
12-2-2023



STATE OF UTAH)
COUNTY OF Salt Lake :SS.

On this 21 day of August, 2023 before me, personally appeared Kenneth W. Packer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Successor Co-Trustee on behalf of the DONNA S. PACKER REVOCABLE TRUST dated the 14th day of November, 2001 as amended and restated on the 3rd day of August, 2015.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

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12-2-2023

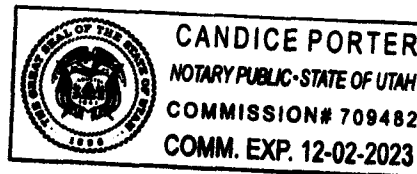


EXHIBIT "A"

Legal Description of Easement Property

A 10.00 foot wide Easement for irrigation facilities, located in the Southeast Quarter of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Cottonwood Heights City, Salt Lake County, Utah, being 5.00 feet on each side of the following described centerline:

Beginning at a point on the Easterly line of the Grantor's property, located 922.81 feet North 89°33'01" West along the Section Line; and 484.94 feet North 0°26'59" East from a Brass Cap Monument found marking the Southeast Corner of said Section 28; said Southeast Corner is located 5,286.84 feet South 89°33'01" East from a Brass Cap Monument found marking the Southwest Corner of said Section 28; and running thence North 15°02'58" West 167.56 feet; thence North 10°05'26" West 65.30 feet; thence North 50°27'30" West 40.86 feet; thence North 81°09'17" West 144.81 feet to the Westerly line of said Grantor's property, also being the Easterly line of that certain Quit-Claim Deed Entry No. 8069254 in Book 8530 at Page 2960 of the Official Records of Salt Lake County, and the point of terminus.

Note: The sidelines of this easement should be lengthened or shortened to exactly match the boundaries of said Grantor's property.

EXHIBIT "B"

Depiction of Easement Property

