

Ent 373938 Bk 1044 Pg 1623-1634
Date: 14-NOV-2011 10:15:35AM
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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: FOUNDERS TITLE COMPANY HEBER

EASEMENT AGREEMENT
[Concerning Draper's Two Inch Pipeline]

This Easement is made and entered into this 19 day of OCTOBER, 2011
by and between VHW PROPERTIES NO. 5, LLC ("Whitby"), on the one hand, and TONYA
LAREE CLIFT DRAPER ("Draper"), on the other hand.

Recitals:

A. Whitby owns certain real property located in Wasatch County, State of Utah,
being more particularly described as follows:

See Exhibit "I" attached hereto.

The tracts of land described above are hereinafter referred to as the "Whitby Property."

B. Draper owns a certain water right identified as No. 55-9175, which, among other
things, grants Draper certain rights in a spring known as Spring No. 1 having a point of diversion
located at South 2361 feet East 775 feet from the Northwest corner of Sec 3, T4S, R6E, SLB&M
(hereinafter referred to as "Spring No. 1"). Draper desires an easement across a portion of the
Whitby Property for installing diversion works and a water line to divert and convey water from
Spring No. 1 to the following parcel of real property owned by Draper located in Wasatch
County, State of Utah:

Beginning at the Southwest corner of the Southeast quarter of the
Southeast quarter of Section 4, Township 4 South, Range 6 East of
the Salt Lake Meridian; thence running East along the Section line
719 feet; thence North 11° East 728 feet, more or less, to the South
boundary of the Lake Creek Road; thence Southwesterly along the
South boundary of the Lake Creek Road to a point due North of the
point of beginning; thence South to the point of beginning.

Tax Parcel #OWC-2169-1

The tract of land described above is hereinafter referred to as the "Ten Acre Parcel."

C. Whitby and Draper have heretofore entered into a certain Agreement pursuant to which Whitby and Draper have agreed to execute this Easement Agreement.

NOW THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties agree as follows:

1. Whitby's Grant of Easement. Whitby hereby grants and conveys unto Draper an easement for the purposes and subject to the terms described below, which is fifteen feet in total width lying 7.5 feet on either side of the following-described centerline:

See Exhibit "II" attached hereto.

2. Purpose of Easement. The easement may be used only for diversion works to divert water flowing from Spring No. 1 and the installation of a two inch water line running from said diversion works to the Ten Acre Parcel. The water line shall be buried to a depth of between two and three feet. The diversion works shall be located at their present location and in their present configuration. This easement includes a right of access to Spring No. 1, the diversion works, and the water line for operation, maintenance, repair, and replacement work, and for the extension of the water line as provided in paragraph 6 below, via the existing road east of the main driveway entrance to the Whitby Property.

3. Maintenance of Diversion Works and Water Line. The owner of the Ten Acre Parcel shall be obligated at its own expense reasonably to maintain the diversion works and water line. All maintenance activities must be conducted in such a manner as to preserve the environment and to minimize any adverse environmental impact.

4. Future Relocation. If in the future Whitby desires to relocate the water line on the Whitby Property, he may do so at his own expense; provided, however, that the location of the

water line must be such as will allow the line to serve its present and intended purpose, and any such relocation shall be accomplished in such a manner as not to interrupt Draper's use of the line for any period in excess of two (2) days. A condition prerequisite to any such relocation is that the then-owner(s) and all party(ies) holding encumbrances upon that part of the Whitby Property on which the line is relocated shall execute an amendment to this Easement Agreement changing the legal description in paragraph 1 hereof to the location of the line as relocated.

5. Exclusive Easement. The easement granted by this Easement Agreement is the sole and only easement to which the owner of the Ten Acre Parcel shall be entitled for the conveyance of water across any part of the Whitby Property. Draper hereby releases and reconveys to Whitby any and all rights or claims to rights as to any easement(s) for the conveyance of water across any part of the Whitby Property other than those created herein.

6. Extension of Easement. Draper shall have the right to extend the waterline and the easement for the waterline to a point north of the northerly-most part of the centerline described on Exhibit "II" attached hereto; provided, however, that the waterline easement shall not be extended further north than either Spring No. 1 or the northerly boundary of the Whitby Property. Any such extended easement shall be limited to the width, purpose, and other conditions and limitations provided in this Easement Agreement.

7. Successors. This Easement Agreement shall be binding upon the parties, and their respective heirs, personal representatives, successors, and assigns.

8. Appurtenance. The easement granted through this Easement Agreement shall be appurtenant to the Ten Acre Parcel and the covenants contained in this Easement Agreement shall run with the land.

9. Entire Agreement. This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the easement addressed herein and this Easement Agreement may be amended or supplemented only by a writing executed by all parties having an interest in the Ten Acre Parcel and the Whitby Property.

EXECUTED the day and year first above written.

"Whitby":

VHW PROPERTIES NO. 5, LLC

By [Signature]
Its: manager

"Draper":

[Signature]
Tonya LaRee Clift Draper

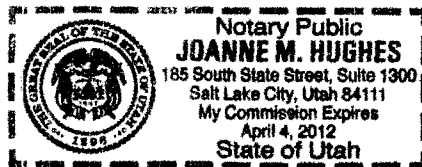
STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 19th day of October, 2011 by Von H. Whitby, as Manager of VHW PROPERTIES NO. 5, LLC.

My Commission Expires:

4/4/12

[Signature]
Notary Public
Residing at: Davis County, UT

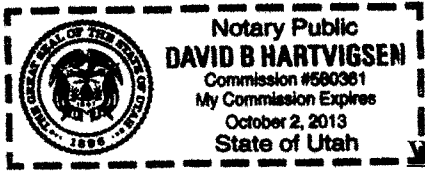


STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 8th day of November, 2011 by TONYA LAREE CLIFT DRAPER.

My Commission Expires:
October 2, 2013

David B. Hartvigsen
Notary Public
Residing at: Davis County, Utah



WHITBY'S LENDER'S SUBORDINATION

WASHINGTON FEDERAL SAVINGS hereby subordinates its interest in the following-described Trust Deed to the foregoing Easement Agreement:

Trustor: Von H. Whitby
Trustee: Washington Federal Savings
Beneficiary: Washington Federal Savings

Recorded in the office of the Wasatch County Recorder on
December 1, 2008 as Entry No. 342493
in Book 0978 at Page 0688.

WASHINGTON FEDERAL SAVINGS

By [Signature] Lori Fike
Its: Vice President

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 31st day of October, 2011 by Lois Luke, as Vice President on behalf of WASHINGTON FEDERAL SAVINGS.

My Commission Expires:

11/27/13

Lydia M Carlisle
Notary Public
Residing at: Salt Lake City

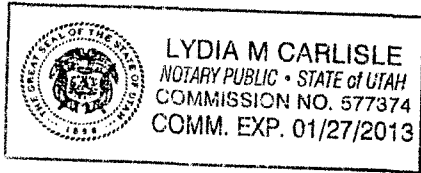


EXHIBIT "I"

The following-described parcels of land are located in Wasatch County, State of Utah:

Parcel 1:

Beginning 84 feet East of the Northwest corner of the Southwest quarter of Section 3, Township 4 South, Range 6 East of the Salt Lake Meridian and running thence East 1566 feet; thence South 1916 feet; thence South 64°30' West 360 feet; thence North 89°15' West 1242 feet, more or less, to the point due South of the point of beginning; thence North 2055 feet, more or less, to the point of beginning.

Parcel 2:

The West 84 feet of the North 2055 feet of the Southwest quarter of Section 3, Township 4 South, Range 6 East, of the Salt Lake Base and Meridian.

Parcel 3:

All property lying North of Lake Creek Road within the following legal description:

Beginning 330 feet East of the Southeast corner of the Southwest quarter of the Southwest quarter of Section 3, Township 4 South, Range 6 East; thence running North 724 feet; thence South 64°30' West 367 feet more or less to the East boundary line of the Southwest quarter of the Southwest quarter; thence South 486 feet; thence South 74°30' East 158 feet; thence South 55 feet; thence East 174 feet to beginning.

Parcel 4:

Beginning at the Northwest corner of the East half of the Southeast quarter of Section 4, Township 4 South, Range 6 East of the Salt Lake Base and Meridian and running thence East 1320 feet; thence South 2055 feet; thence North 53°30' West 204 feet; thence South 89° West 300 feet; thence South 11° West 728 feet to the Section line; thence West 719 feet to the Southwest corner of the East half of the Southeast quarter; thence North 2640 feet to the place of beginning.

Parcel 5:

Beginning at a point that is East a distance of 1189.74 feet and South a distance of 4717.94 feet from a rebar for the Northeast corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base & Meridian; thence South 78°37'47" West a distance of

152.48 feet; thence South 88°05'55" West a distance of 33.70 feet; thence North 75°57'04" West a distance of 145.96 feet; thence South 89°15'00" East a distance of 324.79 feet to the point of beginning.

Parcel 6:

Commencing at a point that is East a distance of 1189.74 feet and South a distance of 4717.94 feet from a rebar for the Northeast corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base & Meridian; thence North 89°15'00" West a distance of 849.65 feet to the true point of beginning; thence South 69°40'19" West a distance of 114.81 feet; thence South 88°03'23" West a distance of 176.60 feet; thence North 68°47'16" West a distance of 120.68 feet; thence North 47°01'12" West a distance of 186.22 feet; thence North 89°00'00" East a distance of 46.83 feet; thence South 53°30'00" East a distance of 204.00 feet; thence South 89°15'00" East a distance of 322.12 feet to the point of beginning.

Parcel 7:

Beginning at the East quarter corner of Section 4, Township 4 South, Range 6 East, Salt Lake Meridian: Thence West 1320 feet; thence North 630.77 feet; thence East 970.44 feet; thence South 69°12'08" East 345.67 feet; thence South 460 feet to the beginning. Area: 20.43 acres ±.

Parcel 8:

Beginning North 89°31'49" West 2669.08 feet and South 88°45'48" West 1224.81 feet and South 2172.82 feet from the Northeast corner of Section 3, Township 4 South, Range 6 East, Salt Lake Meridian: Thence South 00°00'09" East 480.30 feet; thence South 89°08'11" West 1472.59 feet; thence North 00°08'52" West 485 feet; thence North 89°27' East 1499.61 feet to the beginning. Area: 16.23 acres ±.

LESS AND EXCEPTING the following Parcels A through D from all of the foregoing Parcels:

Parcel A:

Beginning at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 4, Township 4 South, Range 6 East of the Salt Lake Meridian; thence running East along the Section line 719 feet; thence North 11° East 728 feet, more or less, to the South boundary of Lake Creek Road; thence Southwesterly along the South boundary of the Lake Creek Road to a point due North of the point of beginning; thence South to the point of beginning.

Parcel B:

Beginning at a point that is East a distance of 1189.74 feet and South a distance of 4717.94 feet from a rebar for the Northeast corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base & Meridian; thence North $78^{\circ}37'47''$ East a distance of 157.31 feet; thence South a distance of 33.03 feet; thence North $89^{\circ}15'00''$ West a distance of 154.23 feet to the point of beginning.

Parcel C:

Commencing at a point that is East a distance of 1189.74 feet and South a distance of 4717.94 feet from a rebar for the Northeast corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base & Meridian; thence North $89^{\circ}15'00''$ West a distance of 324.79 feet to the true point of beginning; thence North $89^{\circ}15'00''$ West a distance of 524.86 feet; thence North $63^{\circ}14'51''$ East a distance of 144.26 feet; thence North $88^{\circ}16'17''$ East a distance of 180.61 feet; thence South $66^{\circ}02'38''$ East a distance of 131.57 feet; thence South $75^{\circ}57'04''$ East a distance of 98.17 feet to the point of beginning.

Parcel D:

Commencing at a point that is East a distance of 1189.74 feet and South a distance of 4717.94 feet from a rebar for the Northeast corner of Section 4, Township 4 South, Range 6 East, Salt Lake Base & Meridian; thence North $89^{\circ}15'00''$ West a distance of 1171.77 feet; thence North $53^{\circ}30'00''$ West a distance of 204.00 feet; thence South $89^{\circ}00'00''$ West a distance of 46.83 feet to the true point of beginning; thence South $89^{\circ}00'00''$ West a distance of 253.17 feet; thence North $11^{\circ}00'00''$ East a distance of 67.37 feet; thence North $83^{\circ}51'49''$ East a distance of 110.65 feet; thence South $73^{\circ}29'56''$ East a distance of 80.85 feet; thence South $46^{\circ}11'51''$ East a distance of 73.07 feet to the point of beginning.

Tax Parcel Nos. 2166, 2167, 2173 and any portion of 2164 or 2169 lying North of Lake Creek Road.

EXHIBIT "II"

A 15-FOOT EASEMENT FOR THE MAINTENANCE OF A 2" WATER LINE ACROSS THE WHITBY PROPERTY IN WASATCH COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE COLLECTION BOX WHICH IS EAST 739.94 FEET AND SOUTH 2,751.36 FEET FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND FOLLOWING THE IRRIGATION PIPELINE;

THENCE SOUTH 34°04'22" EAST 30.95 FEET;
THENCE SOUTH 63°05'05" EAST 41.13 FEET;
THENCE SOUTH 00E57'59" WEST 46.48 FEET;
THENCE SOUTH 11E39'40" EAST 45.83 FEET;
THENCE SOUTH 09E54'26" WEST 115.41 FEET;
THENCE SOUTH 55E03'20" WEST 48.23 FEET;
THENCE SOUTH 05E47'15" EAST 57.34 FEET;
THENCE SOUTH 31E32'52" EAST 52.91 FEET;
THENCE SOUTH 27E19'51" WEST 52.94 FEET;
THENCE SOUTH 34E43'55" EAST 32.63 FEET;
THENCE SOUTH 09E46'31" WEST 23.51 FEET;
THENCE SOUTH 45E58'26" WEST 37.44 FEET;
THENCE SOUTH 62E46'54" WEST 37.66 FEET;
THENCE SOUTH 18E18'10" WEST 44.56 FEET;
THENCE SOUTH 34E47'45" WEST 85.81 FEET;
THENCE SOUTH 65E34'13" WEST 44.60 FEET;
THENCE SOUTH 15E54'24" WEST 110.65 FEET;
THENCE SOUTH 30E33'34" WEST 59.58 FEET;
THENCE SOUTH 07E54'58" EAST 49.68 FEET;
THENCE SOUTH 00E33'07" EAST 139.74 FEET;
THENCE SOUTH 17E11'02" EAST 83.06 FEET;
THENCE SOUTH 01E08'58" WEST 47.31 FEET;
THENCE SOUTH 12E01'11" WEST 67.99 FEET;
THENCE SOUTH 21E22'54" WEST 104.21 FEET;
THENCE SOUTH 38E38'53" WEST 83.73 FEET;
THENCE SOUTH 57E57'24" WEST 65.92 FEET;
THENCE SOUTH 81E57'34" WEST 126.88 FEET;
THENCE SOUTH 79E47'01" WEST 64.66 FEET;
THENCE NORTH 76E31'53" WEST 50.19 FEET;
THENCE SOUTH 76E48'30" WEST 84.75 FEET;

THENCE SOUTH 83E43'13" WEST 382.78 FEET;
THENCE SOUTH 70E10'05" WEST 58.15 FEET;

THENCE SOUTH 48E46'37" WEST 11.67 FEET;
THENCE SOUTH 25E51'15" WEST 45.56 FEET;
THENCE SOUTH 51E04'18" WEST 44.44 FEET;
THENCE SOUTH 35E20'49" WEST 46.84 FEET;
THENCE SOUTH 63E27'27" WEST 27.14 FEET;
THENCE SOUTH 52E01'16" WEST 25.29 FEET;
THENCE SOUTH 25E23'17" WEST 40.45 FEET;
THENCE SOUTH 00E28'46" EAST 36.46 FEET;
THENCE SOUTH 14E15'46" EAST 23.98 FEET;
THENCE SOUTH 07E38'07" WEST 24.35 FEET;
THENCE SOUTH 33E50'40" WEST 19.87 FEET;
THENCE SOUTH 32E39'47" WEST 21.74 FEET;
THENCE SOUTH 05E35'20" WEST 4.08 FEET TO
THE NORTH SIDE OF LAKE CREEK ROAD;
THENCE SOUTH 15E43'43" EAST 24.45 FEET;
THENCE SOUTH 14E59'05" EAST 5.39 FEET;
THENCE SOUTH 57E39'28" WEST 48.74 FEET;
THENCE SOUTH 27E42'13" WEST 28.07 FEET;
THENCE SOUTH 03E58'35" EAST 23.62 FEET TO
THE DRAPER PROPERTY LINE (PARCEL OWC-
2169-1-004-046) AT THE SOUTH SIDE OF LAKE
CREEK ROAD.

ADDENDUM TO AGREEMENT

Between VHW Properties No. 5, LLC

And Tonya LaRee Clift Draper

Dated October __, 2011

This Addendum is made by and between VHW Properties No. 5, LLC ("Whitby") and Tonya LaRee Clift Draper ("Draper") concerning that certain agreement entered into by Whitby and Draper on the ___ day of October 2011 regarding certain land and water right issues ("Agreement") and the Easement Agreement pursuant thereto ("Easement Agreement").

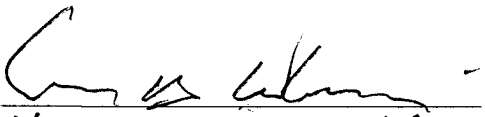
As further clarification of the right provided to Whitby in paragraph 3 of the Easement Agreement, Whitby and Draper agree that Whitby's access right to the interior of the diversion box is solely for the purpose of visually verifying that the 2-inch restriction is still in place on the outlet line to her property and that if there is ever any problem with water being intentionally diverted away from her inlet pipe or her outlet pipe, she will be entitled to put a new lock on the box and other arrangements will have to be made for inspecting the interior of the box from that time forward.

This Addendum shall in no way impair the rights of any encumbrance holder signing the Agreement or any of its attachments and may be recorded as an additional attachment to the Easement Agreement.

DATED this ___ day of October, 2011.

"WHITBY"
VHW PROPERTIES NO. 5, LLC

"DRAPER"

By 
VON H. WHITBY MANAGER
(printed name and title)


Tonya LaRee Clift Draper