

**AFTER RECORDING, RETURN TO:**

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SPB Group, LLC  
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Salt Lake City, Utah 84111

**01193195 B: 2751 P: 1505**

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Rhonda Francis Summit County Recorder

08/03/2022 02:47:08 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

CT/A # 152397.04HP

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affecting Parcels Nos. OT-3-B-LLA-B  
OT-3-B-LLA-D

**ROAD ACCESS EASEMENT AND SHARED COST AGREEMENT**

This ROAD ACCESS EASEMENT AND SHARED COST AGREEMENT (the “**Agreement**”), dated and effective this 26<sup>th</sup> day of July, 2022 (the “**Effective Date**”), is entered by and between DEER MEADOWS RANCH, LLC, a Utah limited liability company (“**Deer Meadows**”) and LW Trust (“**LW**”).

**RECITALS**

A. WHEREAS, Deer Meadows is the current record title owner to that certain parcel of real property located in Oakley, Summit County, Utah, located at approximately 780 Weber Canyon Road, Oakley, Utah, Parcel No. OT-3-B-LLA-B the same is more particularly described on **Exhibit A** hereto (the “**Deer Meadows Parcel**”); and

B. WHEREAS, LW is the current record title owner to that certain parcel of real property located in Summit County, Utah, Parcel No. OT-3-B-LLA-D, and more particularly described on **Exhibit B** hereto (the “**LW Parcel**”); and

C. WHEREAS, Deer Meadows wishes to grant LW an easement for vehicular access from Weber Canyon Road across the portion of the Deer Meadows Parcel specifically on the road identified on the site plan attached hereto as **Exhibit C** (the “**Access Road**”) for the purpose of accessing the LW Parcel on the terms and conditions set forth herein; and

D. WHEREAS, The Parties wish to share in the cost of constructing the Access Road which is the subject of the access easement granted herein and the cost of the continued maintenance and repair of the Access Road on a pro-rata cost sharing basis as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Deer Meadows and LW hereby agree as follows:

## AGREEMENT

1. **Access Easement and Use of Easement Agreement.** Deer Meadows hereby grants and conveys to LW an easement of access, passage and use over and across the Access Road constructed by Deer Meadows for pedestrian, motorized, and vehicular ingress and egress to and from the LW Parcel (the “**Access Easement**”). LW agrees that Deer Meadows remains the owner of the property on, over and through which the easement granted hereby is located, and that Deer Meadows may use, improve or modify the Deer Meadows Property, or construct improvements near the Access Road, so long as such improvements, modifications or uses do not interfere with the purposes of the easement granted hereby, or increase the cost to LW of maintenance as defined in section 3 hereof, including the need for LW to maintain and reconstruct the Access Road described herein. The Access Easement granted hereby and the terms and provisions of this Agreement shall be, subject to LW fulfilling all obligations hereunder, perpetual and shall touch, concern, and run with the Deer Meadows Parcel and the LW Parcel and are binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

2. **Shared Cost of Access Road.** The Parties agree that LW has fully paid his share of all costs related to construction of the Access Road and associated improvements pursuant to a separate agreement between the Parties. The Parties further agree that the Access Road, including paving thereof, shall be completed within twenty-four (24) months of the Effective Date.

3. **Shared Maintenance Costs of Access Road.** The Parties agree that they shall be responsible for all costs associated with operating, maintaining, repairing and replacing the Access Road based on the Pro-rata Split share allocations set forth in section 3(a) and (b) hereof. However, LW shall be solely responsible for any and all reasonable costs associated with restoring the Deer Meadows Property to the condition in which it existed, as near as reasonably possible, prior to the date on which LW might in the future undertake to maintain, repair, or replace the Access Road. Notwithstanding the foregoing, LW shall not unilaterally undertake to alter, maintain, repair or replace the road without Deer Meadows’s permission which shall not be unreasonably withheld. Despite the foregoing provision, the Parties shall be responsible to repair any damage to the other’s property caused by them. It is further agreed by the Parties that Deer Meadows will construct and maintain an entrance / privacy gate on its property at the elbow for the use and benefit of LW. Deer Meadows will retain ownership of the gate and will maintain the gate.

- (a) Traversing from Weber Canyon Road over the Deer Meadows Parcel to the road elbow depicted on **Exhibit C**, the Deer Meadows Pro-rata Split cost share shall be on hundred percent (100%) of the cost of operating, maintaining, repairing and replacing the Access Road; and the LW Pro-rata Split cost share shall be zero per cent (0%) of operating, maintaining, repairing and replacing the Access Road.
- (b) From where the Access Road traverses from the road elbow owned and located on the Deer Meadows Parcel over the Deer Meadows Parcel to the LW Parcel as depicted on **Exhibit C**, LW’s Pro-rata Split cost share shall be one hundred per cent (100%) of the cost of operating, maintaining, repairing and replacing

the Access Road. Deer Meadows will conduct the maintenance, repair and replacement of the Access Road as described herein and LW shall reimburse Deer Meadows 100% of the cost. LW may approve maintenance, repair and replacement of the Access Road proposed by Deer Meadows which approval shall not be unreasonably withheld. If approval is not received within two (2) weeks, LW shall be deemed to have approved the maintenance, repair or replacement and cost of the maintenance, repair or replacement.

4. **Preamble and Recitals.** The parties hereto agree that the preamble and the Recitals to this Agreement are accurate and are incorporated by reference into the Agreement, as if fully set forth herein.

5. **Modification; Waiver.** A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by all parties hereto. No waiver by any party hereto of any breach or default shall be considered to be waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any covenant, representation or warranty. No failure or delay of either party in the exercise of such right has expired, nor shall single or partial exercise of any right preclude other or further exercise thereof or of any other right.

6. **Governing Law.** The Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.

7. **Venue and Jurisdiction.** Any and all suits for any and every breach of this Agreement and/or arising out of or relating to the transactions contemplated by this Agreement may be instituted and maintained only in the courts of the Fourth Judicial District, Summit County, State of Utah, and the Parties hereby consent to the exclusive jurisdiction of said courts. If any provision of this Agreement is held to be invalid, illegal, or incapable of being enforced by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect, and no covenant or provision shall be deemed to be dependent upon any other covenant or provision.

8. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered hereunder on a day that is not a business day, if accomplished or delivered on the next business day.

9. **Duplicate Originals; Counterparts.** This Agreement and any originals or exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which, when the original signatures are affixed, shall be an original but all of which shall constitute one and the same instrument.

10. **Indemnity.** LW hereby agrees to indemnify, defend, save, and to hold harmless Deer Meadows from any and all losses, claims, actions, or judgments for damages or injuries to persons or property arising out of or from, or caused by the use of the Access Easement or its successors, assigns, or agents

11. **Attorney Fees.** In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provision contained herein, the party prevailing in such action shall be entitled to receive in addition to all other remedies or damages reasonable attorneys' fees incurred in such suit.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subjects contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. In signing this Agreement, no Party has relied on or been induced to execute this Agreement by any statement, representations, agreements or promises, oral or written, made by any other Party, their agents, employees, servants, or attorneys, or anyone else, other than the statements set forth in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by each Party and recorded in the records of the Summit County Recorder.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**DEER MEADOWS RANCH, LLC**

By [Signature]  
Steve Smith, Managing Member

**LW TRUST**

By [Signature]  
Lynn Wardley, Trustee

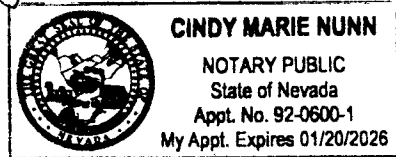
Nevada  
STATE OF ~~UTAH~~ )

COUNTY OF Clark )

On Aug 2<sup>nd</sup>, 2022, personally appeared before me, Lynn Wardley, as Trustee of the LW Trust, who duly acknowledged to me that he/she had executed this Agreement.

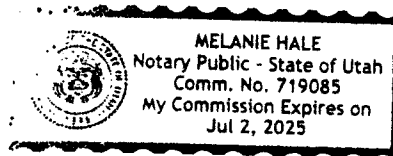
[Signature]  
NOTARY  
SEAL:

STATE OF UTAH )  
: SS  
COUNTY OF Salt Lake )



On July 26, 2022, personally appeared before me, Steve Smith as Managing Member of Deer Meadows Ranch LLC, a Utah limited liability company, who duly acknowledged to me that he/she had executed this Agreement.

[Signature]  
NOTARY  
SEAL:



# ROAD ACCESS EASEMENT AND SHARED COST AGREEMENT

## Exhibit A

### [Legal Description of the Deer Meadows Parcel]

#### Reconfigured Parcel OT-3-B-LLA-B

A tract of Land being part of Section 16 and Section 21 of Township 1 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing matching the Utah North State Plane Coordinate Zone (NAD83) described as follows:

Beginning at a point which is South 89° 31' 24" East 1162.34 feet along the Section Line and North 1527.92 feet from the North 1/4 Corner of Section 21, T1S, R6E, SLB&M (said point being on the right of way line of Weber Canyon Road) and running thence South 07°41'53" East 188.93 feet; thence North 89°59'00" East 202.54 feet; thence North 12°23'45" West 118.64 feet; thence North 77°09'15" East 20.00 feet more or less to Parcel OT-3-C; thence South 12°50'45" East 79.80 feet along said parcel; thence South 11°34'08" East 43.39 feet along said parcel; thence North 89°59'00" East 175.97 feet along said feet; thence North 05°48'42" West 349.38 feet along said parcel more or less to Weber Canyon Road; thence North 77°53'28" East 71.78 feet; thence North 87°11'49" East 146.15 feet; thence South 00°19'52" East 369.79 feet; thence South 12°39'24" East 206.95 feet; thence South 11°14'30" East 394.37 feet; thence South 12°01'23" East 539.41 feet; thence South 11°31'06" East 288.95 feet; thence South 08°31'40" East 465.76 feet; thence South 11°14'18" East 756.30 feet; thence South 09°25'46" East 61.75 feet; thence South 78°55'21" West 709.93 feet; thence North 06°54'45" West 434.20 feet; thence North 34°54'12" East 160.30 feet; thence North 11°21'35" West 825.00 feet; thence South 78°38'25" West 538.64 feet; thence North 11°07'15" West 1000.00 feet; thence North 10°33'37" West 183.77 feet; thence North 13°50'37" West 104.61 feet; thence North 55°29'28" East 314.25 feet; thence North 34°12'07" West 119.47 feet more or less to Weber Canyon road; thence North 57°18'12" East 334.54 feet along said road to the POINT OF BEGINNING; said described tract containing 57.86 Acres, more or less.

# ROAD ACCESS EASEMENT AND SHARED COST AGREEMENT

## Exhibit B

### [Legal Description of the LW Parcel]

#### Reconfigured Parcel OT-3-B-LLA-D

A tract of Land being part of the Northeast 1/4 of Section 21, Township 1 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing matching the Utah North State Plane Coordinate Zone (NAD83) described as follows:

Beginning at a point which is South 89° 31' 24" East 1591.74 feet along the Section Line and South 1454.78 feet from the North 1/4 Corner of Section 21, T1S, R6E, SLB&M and running thence North 78°55'21" East 709.93 feet more or less to Parcel OT-255-B; thence South 09°25'46" East 302.12 feet more or less to Parcel OT-257; the next (4) courses are along said Parcel, thence South 42°49'38" West 198.41 feet; thence South 44°40'13" West 90.59 feet; thence South 45°53'44" West 73.23 feet; thence South 45°53'44" West 337.27 feet; thence North 21°50'56" West 667.03 feet; thence North 06° 54' 45" West 38.43 feet to the POINT OF BEGINNING; said described tract containing 7.76 Acres, more or less.

# ROAD ACCESS EASEMENT AND SHARED COST AGREEMENT

## EXHIBIT C

### (Site Plan Depicting Access Road Easement)

