

WHEN RECORDED MAIL TO:

Brent Anderson  
3633 W. Ridges Rd  
Morgan, UT 84050

Ent 135414 Bk 320 Pg 1447  
Date: 07-JUL-2015 4:12:11PM  
Fee: \$26.00 Check  
Filed By: CB  
BRENDA NELSON, Recorder  
AGREEMENT  
For: ANDERSON BRENT V

## RIGHT-OF-WAY EASEMENT AGREEMENT

This Right-of-Way Easement Agreement ("Agreement") is entered into this 2<sup>nd</sup> day of July 2015, by and between Brent V. Anderson and Hollie K. Anderson, Trustees of The Brent V. Anderson and Hollie K. Anderson Trust dated the 15<sup>th</sup> day of September, 2010 ("*Anderson*"), and Bowen Land Holdings, LLC ("*Bowen*"), hereinafter jointly referred to as the "Parties"..

A. WHEREAS, "*Anderson*" is the owner of that certain real property located in Morgan County, State of Utah, and more particularly described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.

B. WHEREAS, "*Bowen*" is the owner of that certain real property located in Morgan County, State of Utah, and more particularly described in Exhibit "B", a copy of which is attached hereto and by this reference incorporated herein.

C. WHEREAS, pursuant to this Agreement, the Parties desire to establish a perpetual Right-of-Way and Easement for vehicular access, ingress and egress over the "*Anderson*" property for the use, benefit and possible future development of the "*Bowen*" property and for putting in a road and drive, including the necessary utilities needed to service said property and any future improvements.

### NOW, THEREFORE,

For the sum of Ten Dollars (10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned "*Anderson*", GRANTORS hereby grant, convey, sell and set over unto "*Bowen*" hereinafter referred to as GRANTEES, its successors, assigns, lessees, licencees and agents a 60 foot wide perpetual right-of-way and easement for INGRESS and EGRESS and to lay, maintain, operate, repair, inspect, protect, install, remove and replace utility service lines, roadway improvements and widening, the future relocation of any existing fence lines to the full width and limits of said Easement, facilities and any incidentals thereto, said right-of-way and easement being situated in Morgan County, Utah, and running over, across and through a parcel of the GRANTOR'S land, more particularly described in survey description prepared by Mountain Engineering, under Job No. ME-02-67 and shown in Exhibit "C", a copy of which is attached hereto and by this reference incorporated herein.

1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
2. GRANTORS warrant that they and no one else hold title to the above described property and that they have authority to convey and transfer said Right-of-Way and Easement to said "*Bowen*", GRANTEES.
3. GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEES.

4. During construction periods, GRANTEES and its agent may use such portion of GRANTORS property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

5. GRANTORS shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEES, provided such use shall not interfere with the Facilities or with the collection and conveyance of sewage, storm drainage and water through said Facilities, or any other rights granted to the GRANTEES hereunder.

6. PARTIES shall equally bear the responsibilities for the upkeep and maintenance of said Right-of-Way and Easement, including any cost associated therewith.

7. 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 improvement, realignment and construction of existing roadways and any development of the property that may be contemplated in the future. Any future development of the property shall be done by written Agreement executed by the then parties with the fee simple and/or equitable interest of the property described herein for the mutual benefit of the parties with regard to relocation, reconstruction, construction, improvement, and any incidental purposes necessary for the Right-of-Way and Easement established by this Agreement.

8. Successors. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, and shall constitute covenants running with the land.

9. Amendment. This Agreement may be modified or amended only by a written instrument executed by the then parties with the fee simple and/or equitable interest of the property described herein, for and on behalf of the Benefitted Parties.

IN WITNESS WHEREOF we have caused this perpetual Right-of-Way Easement Agreement to be executed this day and year first written above.

*Brent V. Anderson, Trustee*

Brent V. Anderson, Trustee

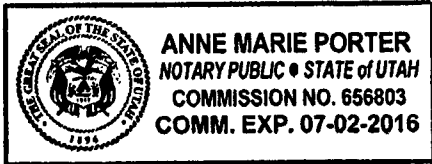
*Hollie K. Anderson, Trustee*

Hollie K. Anderson, Trustee

State of Utah }  
Morgan } ss.  
County of Weber }

On the 2<sup>nd</sup> day of July, 2015, personally appeared before me Brent V. Anderson and Hollie K. Anderson, Trustee(s) of The Brent V. Anderson and Hollie K. Anderson Trust, dated the 15<sup>th</sup> day of September, 2010, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same in the name of the Trust.

Witness my hand and official seal.



Anne Marie Porter  
Notary Public

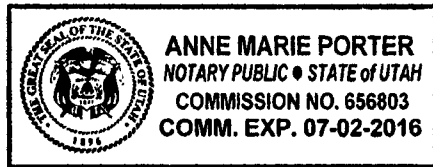
Bowen Land Holdings, LLC

State of Utah }  
          Morgan } ss.  
County of Weber }

By: [Signature]  
Its: [Signature]

On the 2<sup>nd</sup> day of June 2015, personally appeared before me Gary V Bowen, who being duly sworn, did say, that such person(s) is/are Manager of Bowen Land Holdings, LLC, and that said instrument was signed in behalf of said company by authority of its by-laws, and he/she/they acknowledged to me that said company executed the same.

Witness my hand and official seal.



Anne Marie Porter  
Notary Public

## EXHIBIT A LEGAL DESCRIPTION

The land referred to herein is situated in the County of Morgan, State of Utah, and is described as follows:

In Section 18, Township 4 North, Range 2 East, of the Salt Lake Base and Meridian, the East half of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter and the North half of the Southeast Quarter of said Section 18, Township and Range aforesaid, being more particularly described as follows:

Commencing at a BLM Brasscap (1952 resurvey), monumenting the Northeast corner of said Section 18; thence South 00°20'22" East 2639.99 feet to the Southeast corner of The Ridges P.R.U.D., according to the official plat thereof, on file in the Morgan County recorder's office, the true point of beginning; thence South 00°56'48" West 1332.77 feet; thence South 89°15'19" West 2694.61 feet; thence South 89°23'09" West 1363.11 feet; thence North 00°04'08" West 4012.58 feet to the North line of the Northwest Quarter of Section 18; thence North 89°52'40" East 1364.90 feet along said North line to a BLM Brasscap, (1952 resurvey) monumenting the North Quarter corner of said Section 18, being also the Northwest corner of The Ridges P.R.U.D.; thence South 00°02'32" East 2659.83 feet along the West line of The Ridges P.R.U.D.; thence North 89°26'24" East 2717.52 feet along the South line of The Ridges P.R.U.D. to the point of beginning.

**Less and Excepting therefrom** the following described property; A tract of land situate in the Northwest quarter of the Southeast Quarter of Section 18, Township 4 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah, being more particularly described as follows; commencing at the Northeast corner of said Section 18, thence South 00°23'04" East 3443.516 feet; thence West 1828.393 feet to the true point of beginning; thence South 36°19'43" East 283.587 feet; thence South 76°20'08" West 216.01 feet; thence South 46°17'08" West 166.469 feet; thence North 46°21'42" West 43.583 feet; thence North 13°36'03" East 239.673 feet; thence North 46°15'18" East 190.190 feet to the point of beginning.

(Tax ID No. 01-004-259-01 / Parcel No. 00-0001-6509)

**EXHIBIT B  
LEGAL DESCRIPTION**

The land referred to herein is situated in the County of Morgan, State of Utah, and is described as follows:

**Lots 1, 2 and 3 of Section 18, Township 4 North, Range 2 East of the Salt Lake Base and Meridian.**

(TAX ID NO. 01-004-257 / Parcel No. 00-0001-6483)

## EXHIBIT C LEGAL DESCRIPTION

The land referred to herein is situated in the County of Morgan, State of Utah, and is described as follows:

A 60' WIDE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, INSTALLATION AND MAINTENANCE OF UTILITY SERVICE LINES, ROADWAY IMPROVEMENTS AND WIDENING, THE FUTURE RELOCATION OF ANY EXISTING FENCE LINES TO THE FULL WIDTH AND LIMITS OF SAID EASEMENT AND FOR ANY OTHER PURPOSE RELATING TO THE USE OF, ACCESS TO, AND ENJOYMENT OF THE PROPERTY BY THE OWNERS AND THEIR ASSIGNS, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BLM BRASSCAP (1952 RESURVEY), MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING ALSO THE NORTHWEST CORNER OF THE RIDGES P.R.U.D., ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE MORGAN COUNTY RECORDER'S OFFICE;

THENCE SOUTH 00°02'32" EAST 691.77 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO TRUE THE POINT OF BEGINNING;

THENCE SOUTH 89°55'52" WEST 75.33 FEET;

THENCE 51.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 75°26'53" WEST 50.48 FEET;

THENCE NORTH 60°49'38" WEST 253.84 FEET;

THENCE 128.66 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND A CHORD BEARING SOUTH 73°05'54" WEST 115.24 FEET;

THENCE SOUTH 27°01'26" WEST 65.02 FEET;

THENCE 122.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING SOUTH 66°04'49" WEST 113.42 FEET;

THENCE NORTH 74°51'47" WEST 56.11 FEET;

THENCE 67.03 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING NORTH 67°10'55" WEST 66.83 FEET;

THENCE NORTH 59°30'03" WEST 65.60 FEET;

THENCE 93.94 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 86°24'44" WEST 90.52 FEET;

THENCE SOUTH 66°40'35" WEST 73.86 FEET;

THENCE 101.47 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING SOUTH 78°18'13" WEST 100.77 FEET;

THENCE SOUTH 89°55'52" WEST 346.17 FEET TO THE POINT OF TERMINUS.

(part of Tax ID No. 01-004-259-01 / Parcel No. 00-0001-6509)