

After Recording Mail to:

Anaya Gayle
Holland & Hart, LLP
222 S. Main St. Suite 2200
Salt Lake City, UT 84101

AMENDMENT OF UTILITY EASEMENT

This Amendment of Utility Easement (“**Amendment**”) is made by Wasatch Peaks Ranch, LLC, a Delaware limited liability company (“**WPR**”); expressly consented to by Jon Anderson and Frederique Anderson (together, the “**Lot Owner**”); and effective as of June 8, 2023.

RECITALS:

A. WPR is (i) “**Declarant**” under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Wasatch Peaks Ranch recorded in the official records of the Morgan County Recorder’s Office, Morgan County, Utah (“**Official Records**”) on May 3, 2022 as Entry No. 160853, as the same may be amended from time to time (the “**Declaration**”); (ii) “**WPR**”, “**Owner**”, and “**Declarant**” as such terms are defined in that certain Final Plat Wasatch Peaks Ranch Plat 1, dated April 13, 2022 and recorded in the Official Records on May 3, 2022 as Entry No. 160852, as amended by that certain Final Plat Wasatch Peaks Ranch Plat 1, First Amendment, which is being recorded in the Official Records concurrently with or soon after such recordation of this Amendment, and as such plat may be further amended from time to time (“**Plat 1**”) and that certain Final Plat Wasatch Peaks Ranch Plat 2A (“**Plat 2A**”, and collectively “**Plats**”), which Plat 2A is being recorded in the Official Records concurrently with or soon after such recordation of this Amendment.

B. Plat 1 and Plat 2A effectively subdivide property that is contiguous along the boundary of Plat 1 and the boundary of Plat 2A (“**Shared Boundary**”).

C. Pursuant to Section 4.3 of the Declaration, WPR reserved non-exclusive rights and easements over all portions of Lots (as defined in the Declaration) located outside of the building activity envelopes designated on the Plats, and over the Common Elements, including any necessary access rights for the installation, maintenance and repair of utilities and services whether publicly or privately supplied, for drainage over, across and upon adjacent Lots and Units for water from normal use of adjoining Lots, for the installation and maintenance of recreational areas, for the construction, maintenance and repair of earth walls, slopes, retaining walls and other Common Element supports, and for installation, maintenance and repair of other Common Elements structures and improvements.

D. Pursuant to the Plat 1, WPR owns for the benefit of itself, Association, Club, Districts, and other utility providers several perpetual, non-exclusive easements over and across various Easement Areas on Plat 1, including, but not limited to utility easements, and the right to modify and amend such easements (“**Plat 1 Easement**”).

E. Pursuant to Plat 2A, WPR owns for the benefit of itself, Association, Club, Districts, and other utility providers several perpetual, non-exclusive easements over and across various Easement Areas on Plat 2A, for the same purposes (“**Plat 2A Easement**”, and collectively with Plat 1 Easement, “**Easements**”).

F. A portion of the Plat 1 Easement crosses the real property commonly known as 5857 W Wasatch Peaks Road, Peterson, UT 84050 and legally described on Exhibit A, attached hereto, (the “**Lot**”).

G. A portion of the Plat 2A Easement crosses a parcel legally described on Exhibit B attached hereto (“**Parcel**”).

H. WPR intended that the Easements cross the Shared Boundary and create, essentially, one contiguous easement area with no gap between the two.

I. In finalizing Plat 2A, WPR realized that there is a gap between the Easements and desires now to extend the Plat 1 Easement to close the gap between the Easements.

J. Though not required under state or local law, the Declaration or the Plats, WPR requested and has received Lot Owner’s consent and acknowledgement of WPR’s right to extend the Plat 1 Easement to close the gap between the two Easements as evidenced by Lot Owner’s execution of this Amendment.

NOW, THEREFORE, WPR hereby exercises its rights under the Declaration as follows:

1. Defined Terms. All capitalized terms not herein defined have the meaning defined in the Declaration, Plat 1, Plat 2A, or any combination of the same as may be applicable.

2. Recitals. All of Recitals A through J above are hereby fully incorporated for all purposes as if expressly set forth herein.

3. Exhibits. All exhibits attached hereto are hereby fully incorporated for all purposes as if expressly set forth herein.

4. Amendment. WPR hereby amends the Plat 1 Easement to include that certain portion of the Lot more specifically described on Exhibit C and depicted on Exhibit D attached hereto (“**Additional Easement Area**”)

5. Use of Easement Area by WPR. WPR, its agents, employees, contractors and other designated persons may enter upon, access, and otherwise use the Additional Easement Area in any manner and for any purpose as apply to the Easements in accordance with the terms of the Declaration and the Plats.

6. Consent and Acknowledgement of Lot Owner. Lot Owner acknowledges and agrees that its execution is not required to effect this Amendment and is signing this Amendment only as evidence that it is aware of this Amendment, acknowledges the same, and expressly consents to the Additional Easement Area and understands that the Lot is burdened thereby as if the Additional Easement Area had been originally depicted in Plat 1. By its execution of this

Amendment, Lot Owner agrees that it does not have and will not attempt to claim in any manner the right to challenge this amendment or WPR's rights to the Additional Easement Area as further detailed in the Declaration and Plat 1.

7. Governing Law; Venue; Attorney's Fees. The interpretation, enforcement or any other matters relative to this Amendment shall be construed and determined in accordance with the laws of the State of Utah without regard for its choice of law principles.

8. No Dedication. This Amendment shall not be, nor be deemed or construed to be, a dedication to the public of the Easements, the Additional Easement Area, or any portion thereof.


9. Ratification and Effect. As expressly amended by this Amendment, the Easements described in the Plats remain in good standing and continue in full force and effect, and all terms and provisions of the Plats, as amended herein are ratified and confirmed. If any conflict exists between the terms of this Amendment and the terms of the Plats, then the terms of this Amendment shall control with respect to such conflict.

[Signature pages follow]

WPR has signed this Amendment of Utility Easement the day and year first written above.

WPR:
WASATCH PEAKS RANCH, LLC, a Delaware
limited liability company

By: Wasatch Peaks Ranch Management, LLC, its
Manager


By: Ed Schultz 
Name: Ed Schultz
Its: Authorized Officer

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On the 14th day of June, 2023, before me, Christa L. Fries a notary
public, personally appeared Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch
Management, LLC, manager of Wasatch Peaks Ranch, LLC., proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged he
executed the same.




Online Notary Public. This notarial act involved the use
of online audio/video communication technology.

Christa Lea Fries 
Notary Public
My Commission Expires: September 27, 2023

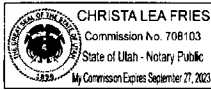
Lot Owner has signed this Amendment of Utility Easement only for the limited and express purposes detailed herein

JON ANDERSON


By: Jon Anderson 
Name: Jon Anderson, an individual

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)


On the 8th day of June, 2023, before me, Christa L. Fries a notary public, personally appeared Jon Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

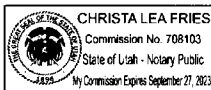
Christa Lea Fries 
Notary Public

FREDERIQUE LEVRAT

By: Frederique Levrat 
Name: Frederique Levrat, an individual

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the 8th day of June, 2023, before me, Christa L. Fries a notary public, personally appeared Frederique Levrat, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



Online Notary Public. This notarial act involved the use of online audio/video communication technology.


Christa Lea Fries 
Notary Public

Exhibit C
(Description of Additional Easement Area)

Lot D14, Wasatch Peaks Ranch Plat 1
10' Utility Easement

Beginning at a point being on the boundary line of Wasatch Peaks Ranch Plat 1 as recorded on May 3, 2022 as Entry No 160852 in Book 391 at Page 382 in the office of the Morgan County Recorder, said point also being 4819.33 feet North 89°51'20" West from the Southeast Quarter Corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian and running thence South 23°38'28" East 10.00 feet; thence southwesterly 68.51 feet along the arc of a 140.00 foot non-tangent radius curve to the left, through a central angle of 28°02'20", chord bears South 52°20'22" West 67.83 feet to the said boundary line of Wasatch Peaks Ranch Plat 1; thence, along the boundary of said Wasatch Peaks Ranch Plat 1, the following two (2) courses: (1) North 59°34'50" West 10.09 feet, (2) thence northeasterly 74.79 feet along the arc of a 150.00 foot non-tangent radius curve to the right, through a central angle of 28°34'07", chord bears North 52°04'29" East 74.02 feet to the Point of Beginning.

Contains 717 Sq. Ft. or 0.016 Acres.

Exhibit A
(Description of Lot)

Lot D-14 of Wasatch Peaks Ranch Plat 1 ("Lot") recorded on May 3, 2022, as Entry No. 160852, in Book 391, Page 382, in the official records of the Morgan County Recorder's Office, Morgan County, Utah; and the non-exclusive easements, appurtenant to the Lot for pedestrian and vehicular access as created and described in that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements recorded May 3, 2022, as Entry No. 160853 in the Official Records.

Parcel No. 00-0090-3171

Exhibit B
(Description of Parcel)

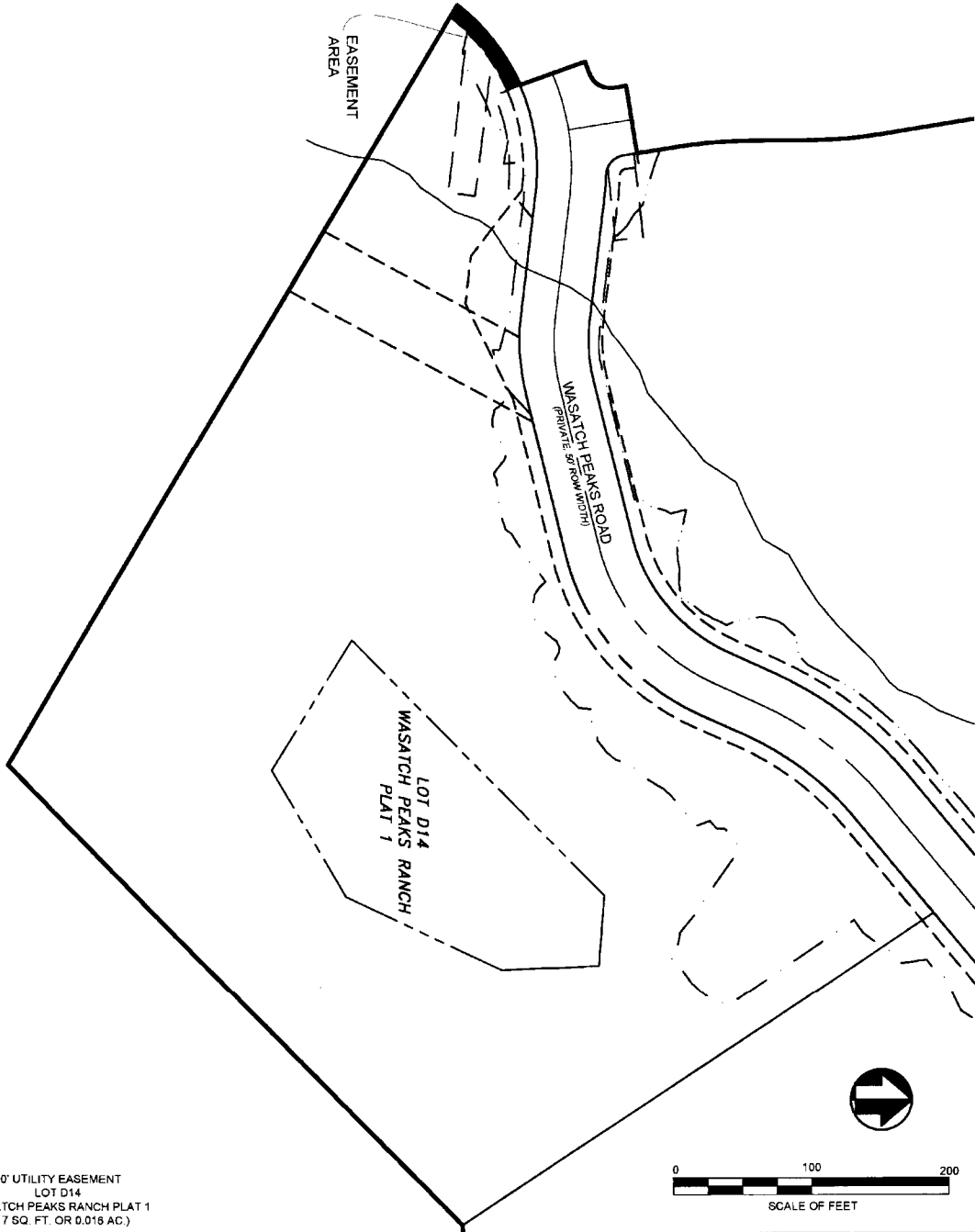
Parcel 8 of Wasatch Peaks Ranch Plat 2A recorded on May 1, 2023, as Entry No. 163354, in Book 399, Page 1278, in the official records of the Morgan County Recorder's Office, Morgan County, Utah; and the non-exclusive easements, appurtenant to the Lot for pedestrian and vehicular access as created and described in that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements recorded May 3, 2022, as Entry No. 160853 in the Official Records.

Parcel No. 00-0091-9760

Exhibit D
(Depiction of Additional Easement Area)

(See attached)

20654138_v4



10' UTILITY EASEMENT
 LOT D14
 WASATCH PEAKS RANCH PLAT 1
 (717 SQ. FT. OR 0.016 AC.)

PSOMAS

11456 South Temple Drive, Suite 200
 South Jordan, Utah 84085
 (801) 270-5777 (801) 270-5782 (FAX)

WASATCH PEAKS RANCH PLAT 1
 LOT D14
 UTILITY EASEMENT

Scale: 1"=100'
 Drawn by: SRV
 Checked by: JT

PROJECT NO.
 BSPG020100

FIGURE #