

ACCOMMODATION
RECORDING ONLY

E 164223 B 403 P 173
Date 17-Sep-2023 03:13PM
Fee: \$40.00 ACH
Filed By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN TITLE - LEGEND H
Recorded Electronically by Simplifile

Return to:
ROGER AND JAMIE EGGETT
667 HARDCRABBLE ROAD
MORGAN, UTAH 84050

GRANT OF EASEMENT

For value received, **WOODS CREEK RANCH, LLC**, a Utah Limited Liability Company ("Grantor"), of 5330 S 900 E, Suite 170, Murray, Utah 84117, and also **RANDY A. PETTIT and KAREN T. PETTIT** ("Grantors"), of 1109 Robyn Way, Farmington, Utah 84025, hereby grants to **ROGER EGGETT and JAMIE EGGETT, husband and wife as joint tenants**, their successors and assigns, ("Grantee"), of 667 Hardscrabble Road, Morgan, Utah 84050, an easement for the construction, operation, maintenance, repair, replacement of a roadway to serve as ingress and egress for all purposes, along with all necessary accessories and appurtenances thereto, including installation and maintenance of storm water drainage facilities and public or private utility service lines (herein after collectively called facilities) on, across, or under the surface of the real property of Grantor in MORGAN County, State of UTAH, as graphically shown on attached EXHIBIT "A" and being more particularly described as follows:

Affecting Parcels:

00-0089-3164 / 01-PETTR-0001-A2 and 00-0089-3165 / 01-PETTR-0002-A2 and 00-0071-5533 / 01-003-365-01-2

Legal Description:

AN EASEMENT, BEING LOCATED UPON LOTS 1A AND 2A, PETTIT RANCHETTES P.R.U.D., AMENDED PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS ENTRY NO. 159195 IN BOOK 385 PAGE 1127, DECEMBER 1ST 2021, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORGAN COUNTY, UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25, WHICH BEARS SOUTH 88°27'30" WEST 2,643.71 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89°15'42" WEST 1078.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°15'42" WEST 345.99 FEET; THENCE NORTH 47°30'12" EAST 145.07 FEET; THENCE 82.01 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET AND A CHORD BEARING NORTH 56°22'10" EAST 81.69 FEET; THENCE NORTH 65°14'07" EAST 33.97 FEET; THENCE 75.38 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET AND A CHORD BEARING NORTH 73°23'03" EAST 75.12 FEET; THENCE NORTH 81°31'58" EAST 66.51 FEET; THENCE SOUTH 00°44'18" EAST 184.30 FEET TO THE POINT OF BEGINNING; THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, CALLED NORTH 00°07'22" WEST AS SHOWN ON THE OFFICIAL PLAT OF PETTIT RANCHETTES P.R.U.D., AMENDED PLAT NO. 2.

(LEGAL DESCRIPTION CONTINUED ON THE FOLLOWING PAGE)

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY ALONG THE EXISTING 30 FOOT WIDE PRIVATE LANE, AS SHOWN ON THE OFFICIAL PLAT OF PETTIT RANCHETTES P.R.U.D., AMENDED PLAT NO. 2, EXTENDING FROM WOODS CREEK ROAD TO THE NORTH BOUNDARY LINE OF THE GRANTEE'S LAND FOR THE PURPOSES AS STATED HEREON ABOVE. AND FOR THE PURPOSES AS STATED HEREON ABOVE.

Together with the present and (without payment therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, fences, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representation, covenants or agreements not herein expressed.

Dated this 8 day of Sept., 2023.

WOODS CREEK RANCH, LLC, a Utah Limited Liability Company

Randy Krantz
RANDY KRANTZ, MANAGER

RANDY A. PETTIT AND KAREN T. PETTIT

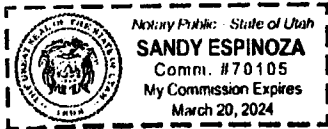
Randy A. Pettit Karen T. Pettit
RANDY A. PETTIT KAREN T. PETTIT

ACKNOWLEDGEMENT

STATE OF UT)
County of DAVIS) ss.)

On this 9 day of Sept, 2023, before me, the undersigned Notary Public in and for said State, personally appeared, **RANDY KRANTZ, MANAGER**, of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of **WOODS CREEK RANCH, LLC**, a Utah Limited Liability Company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



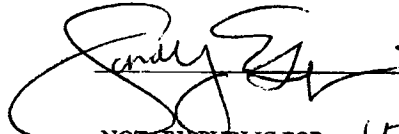
Sandy Espinoza (Notary signature)
NOTARY PUBLIC FOR UT (state)
Residing at: Clara (city, state)
My Commission Expires: 3/20/24 (d/m/y)

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF MORGAN)

ON THIS 12 DAY OF Sept., 2023, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, RANDY A. PETTIT AND KAREN T. PETTIT, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(Notary signature)
NOTARY PUBLIC FOR UT. (state)
Residing at: Alto. UT. (city, state)
My Commission Expires: 3/20/24 (d/m/y)

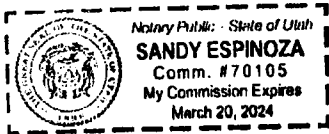
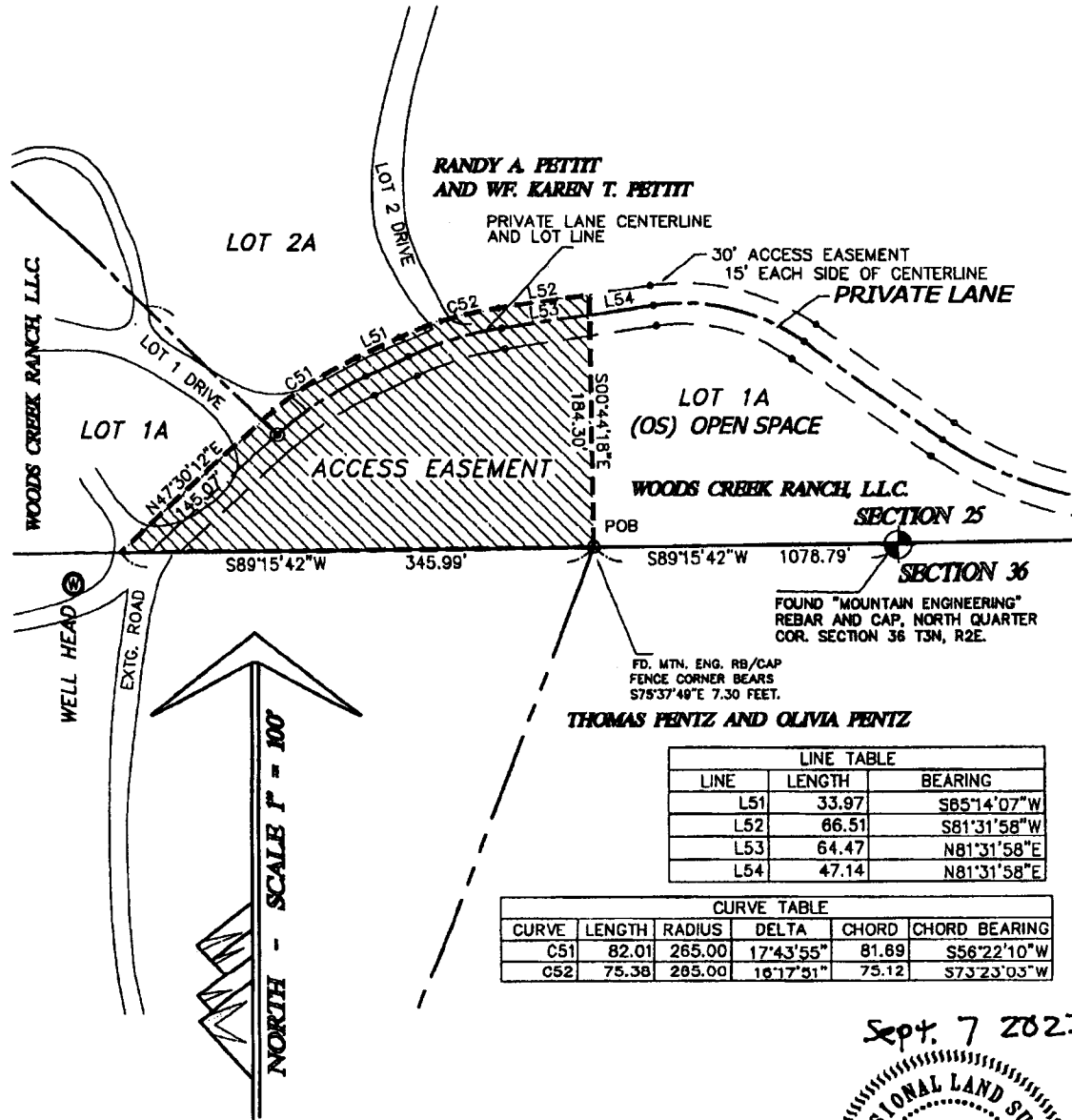


EXHIBIT "A"
ACCESS EASEMENT
PETTIT RANCHETTES P.R.U.D. AMENDED PLAT NO. 2

E 164223 B 403 P 177

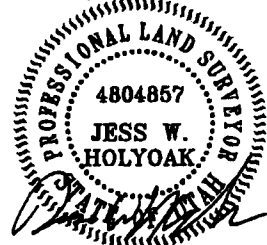


THOMAS FENZ AND OLIVIA FENZ

LINE TABLE		
LINE	LENGTH	BEARING
L51	33.97	S85°14'07"W
L52	66.51	S81°31'58"W
L53	64.47	N81°31'58"E
L54	47.14	N81°31'58"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C51	82.01	265.00	17°43'55"	81.89	S56°22'10"W
C52	75.38	285.00	16°17'51"	75.12	S73°23'03"W

Sept. 7 2023



Easement and Access Maintenance Agreement

This Easement and Access Maintenance Agreement ("Agreement") is entered into by and between:

Woods Creek Ranch, LLC – Owner of Parcel 00-0089-3164 ("WCR")

Randy Pettit and Karen Pettit – Owners of Parcel 00-0089-3165 ("Pettit")

Roger Eggett and Jamie Eggett – Owners of Parcel 00-0071-5533 ("Eggett")

Collectively referred to as the Parties or individually as Party.

The Parties enter into this Agreement on or about September 8, 2023, under the terms and conditions outlined below.

- 1) The Parties have entered into the Access and Easement Agreement attached as Exhibit A. The described Access and Easement allows each of the Parties to access their listed property.
- 2) Whereas it is in the best interest of the Parties to maintain the easement in working order and operable condition, the Parties agree as follows:

a. Each of the Parties will share in the seasonal winter maintenance costs in equal one-third portions. This will include timely snow removal and snow clearing if necessary.

The Parties will obtain bids from at least one third-party provider. If any of the Parties desires to perform the services for the cost obtained from a third-party provider, they

will be chosen for the contract. Otherwise, the Parties will contract with the third-party provider.

b. All non-seasonal maintenance will require the approval of ALL of the Parties prior to the commencement of any work. If non seasonal maintenance or repairs are needed and all Parties have received written notice and All of the Parties have consented to the work, the work shall be contracted for, and all Parties will share in the cost at equal one-third portions.

c. Any work performed or contracted without prior written approval from ALL of the Parties will not be reimbursed and will be the sole responsibility of the performing Party.

3) The term of this Agreement shall run with the land and transfer with the land to any new owner.

Any notifications to be sent under this Agreement shall be in written form and made to the addresses

or email addresses indicated below. No modification of this Agreement shall be binding or enforceable unless expressly agreed to in writing by the Parties.

Randy Pettit - 1109 Robyn, Farmington, UT randy-pettit@yahoo.com
Address and Phone Email

[Signature] Sept. 12, 2023
Signature Date

Karen Pettit - [Signature] KP _____
Address and Phone Email

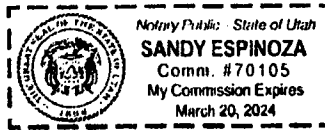
[Signature] Sept. 12, 2023
Signature Date

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 12 day of September 2023, personally appeared before me Randy Pettit the signer of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC
Residing at: CPA UT.

My Commission Expires: 3/20/24



Randy Krantz for Woods Creek Ranch, LLC -

Randy Krantz, Manager
Address: *5330 South 900 West #170*
Phone: *801-694-3503*
Email:

Signature Date
STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On the 11th day of September 2023, personally appeared before me Randy Krantz the signer of the within instrument, who duly acknowledged to me that they executed the same.

Gennie Elaine Full
NOTARY PUBLIC
Residing at: SLC, UT
My Commission Expires: 3/11/2026

