
(Recorder's Use Above this Line)

Prepared by and Return to:

CW Land Co., LLC
Attn: McKenna Christensen
610 N 800 W
Centerville, UT 84014

**STATE OF UTAH
COUNTY OF MORGAN**

Parcel Nos.: 00-0092-4278, 00-0090-3229 through 00-0090-3295, 00-0090-7101 through 00-0090-7140, and 00-0092-2785 through 00-0092-2836

EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as the "*Agreement*") is made effective as of the latter signature date hereof (the "*Effective Date*"), by and between **Roam Owner Association, Inc.**, a Utah corporation ("*Roam HOA*"), **Roam Townhome Owners Association, Inc.**, a Utah corporation ("*Roam Townhome HOA*"), and **CW Land Co., LLC**, a Utah limited liability company ("*CW*"). **Roam HOA**, **Roam Townhome HOA**, and **CW** may be referred to individually as a "*Party*" or collectively as the "*Parties*." **Roam HOA** and **Roam Townhome HOA** may be referred to collectively as the "*HOAs*."

BACKGROUND

CW owns certain real property located in Morgan County, Utah, identified as Morgan County Parcel number 00-0092-4278 (the "*CW Parcel*"), as shown on **Exhibit A**, attached hereto and incorporated herein. On the CW Parcel is a retention/detention basin, as shown and described on **Exhibit B**, which is attached hereto and incorporated herein (the "*Basin*"). The Basin, in part, collects storm water runoff from the HOA's property and from the real property owned by members of the HOA's consisting of parcel numbers 00-0090-3229 through 00-0090-3295, 00-0090-7101 through 00-0090-7140, and 00-0092-2785 through 00-0092-2836 (collectively the "*Residential Property*"). CW has agreed to grant the HOAs a non-exclusive easement to drain storm water from the Residential Property into the Basin in exchange for the HOAs' agreement to maintain the Basin.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. CW, for itself and its heirs, personal representatives, successors and assigns, hereby grants to the HOAs and their successors and/or assigns, a non-exclusive easement (the "*Basin Easement*") in and on the Basin to permit the HOAs and their members to drain all storm-water from the Residential Property to the Basin.
2. Maintenance of the Basin Easement. The HOAs, for themselves and their heirs, personal representatives, successors, and assigns, hereby agree to maintain the Basin Easement, at their sole cost and expense, in the following manner:
 - Seasonal landscaping maintenance as needed to maintain an attractive and functional detention basin that will complement the project in conformity with the approved landscape plan attached hereto as Exhibit C.
 - Maintenance and repairs to the Basin, including all its parts and supporting equipment, such that the Basin continuously operates as designed.
3. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Basin Easement for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.
4. Successors Bound. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, lessees, successors, and assigns. It is the intention of the Parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them. Nothing herein shall authorize any Party to assign any of the easements created herein without advance written approval of the other Parties.
5. Covenants; Representations; Warranties.
 - a. Any Party granting an easement herein ("*Grantor*") hereby represents and warrants as follows: (i) Grantor is the owner in fee simple of the respective easement area; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the subject real property; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the subject property that could affect the use of the respective easement area as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the subject real property is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the subject real property; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the subject real property except as currently recorded; (ix) there are no leases, written or oral, affecting all or any portion of the respective easement areas; (x) the respective easement areas do not constitute or form a part of Grantor's homestead, or, in the event that the respective easement areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the subject real property due and payable prior to the Effective Date; and (xii) any party to whom an easement is granted herein ("*Grantee*") shall peaceably and quietly hold, exercise, and enjoy its respective easement(s) without any hindrance, molestation, or ejection by any party whomsoever.
 - b. Without Grantee's prior written consent, which consent may not be unreasonably withheld or conditioned, Grantor shall not (i) cause any portion of its respective easement area(s) to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the respective easement area(s) to be separately assessed for tax purposes.
 - c. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to its respective easement area(s) or any other portion of the subject real property that would

adversely affect Grantee's use of its respective easement area(s) as contemplated herein and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section.

d. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within its respective subject property in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

e. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within its respective easement area(s) in violation of any Environmental Laws.

f. The representations, warranties, covenants, agreements, and indemnities contained in this Section shall survive the execution and delivery of this Agreement indefinitely.

6. **Non-Disturbance.** Grantor will not improve or alter the subject real property or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of Grantor's real property if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Basin Easement.

7. **Default.**

a. The failure of any Party to perform or observe any of the terms, covenants, conditions, or obligations set forth in this Agreement shall constitute a default. In the event of a default, the non-defaulting Party shall provide written notice to the defaulting Party of such default and the defaulting Party shall cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing, in the event the defaulting Party commences to cure such default within thirty (30) days of the defaulting Party's actual receipt of notice thereof and the nature of the default reasonably requires additional time beyond the thirty (30) day cure period described herein to effect such cure, then the defaulting Party shall have such additional time as is reasonably necessary (beyond the 30-day cure period) to effect the cure. In the event the defaulting Party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law. The non-defaulting Party shall have the obligation to mitigate its damages arising out of or resulting from such Default and subsequent events.

8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested. Notices to Grantor should be sent to the Owner of the Basin to the CW Parcel at an address recognized by the United States Postal Service. Notices to Grantee should be sent to the President or Chairperson of Roam HOA and/or Roam Townhome HOA, as the case may be at whatever address members of these respective associations are instructed to send payments or correspondence.

9. **Applicable Law.** The Parties shall comply with all applicable rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities ("**Applicable Law**"), and shall receive all applicable governmental approvals, as such pertain to its operations, installations, and use of the subject real property pursuant to this Agreement. This Section shall survive any expiration or termination of this Agreement.

10. **Force Majeure.** The time for performance by any Party of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from force majeure events. For purposes of this Agreement, "force majeure events" mean delays resulting from fire, earthquake, explosion, flood, hurricane, other similar natural disasters and acts of God, war, invasion, insurrection, rebellion, riots or terrorist acts, strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, pandemics and restrictions and regulations relating thereto, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

11. **Miscellaneous.** This Agreement shall be recorded at the sole expense of CW and shall be governed by and construed in all respects in accordance with the laws of the State of Utah, without regard to the conflicts of laws provisions

of the State of Utah. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.

12. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though the Parties are not signatories to the original or the same counterpart.

13. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be.

14. Attorney's Fees. If there is any legal action or proceeding between any Party or the Parties arising from or based on this Agreement, the non-prevailing Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing Party in connection with such proceeding and in any appeal in related thereto. If such prevailing Party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

15. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR, AND THE PARTIES DO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

16. Condemnation. In the event any Party receives notification of any condemnation proceeding affecting any respective easement area(s), or any portion thereof, such Party shall provide notice of the proceeding to any potentially affected Party within forty-eight (48) hours. If a condemning authority takes all of any respective easement area, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURES PAGES TO FOLLOW.]

EXHIBIT "A"
CW Parcel

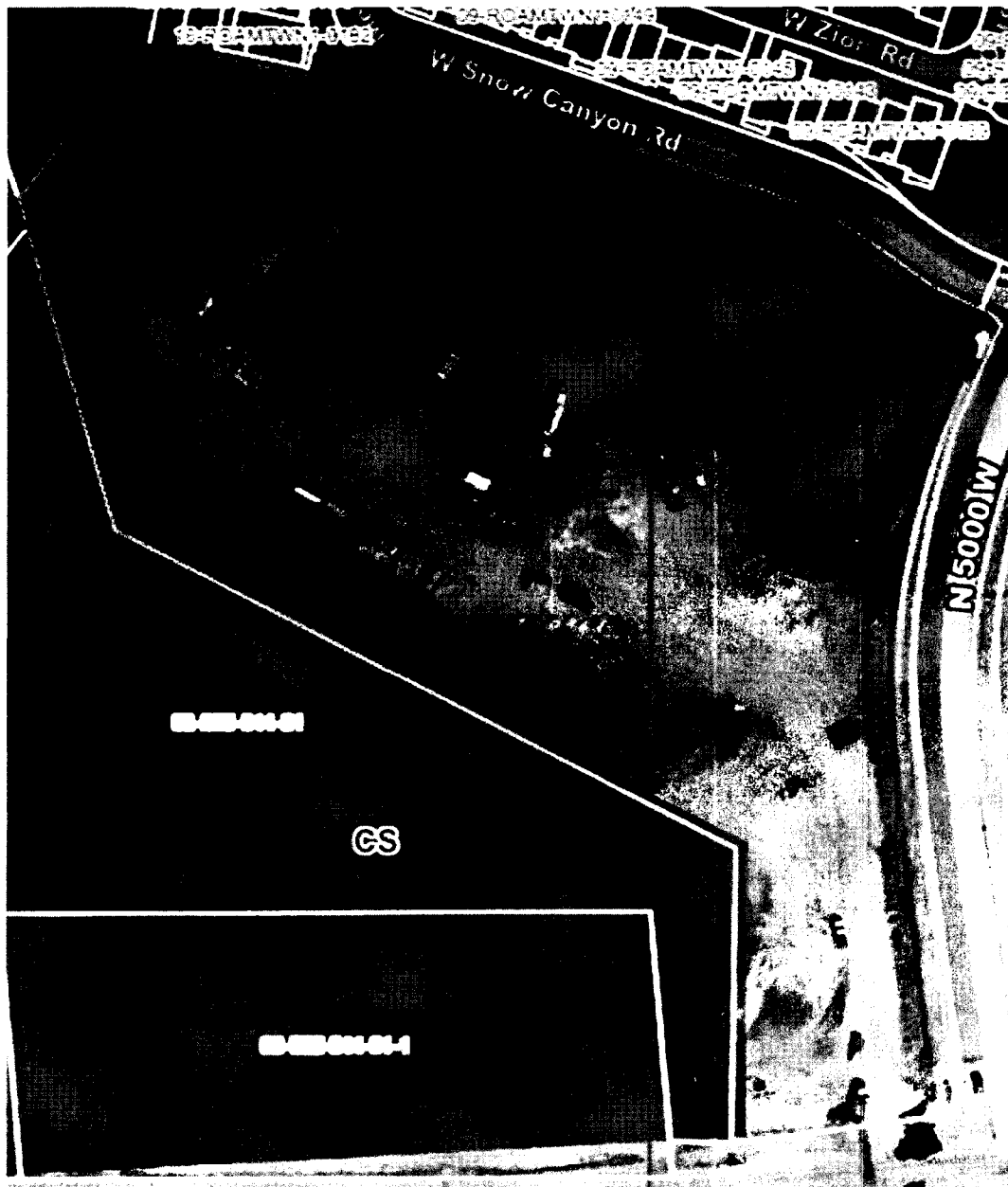
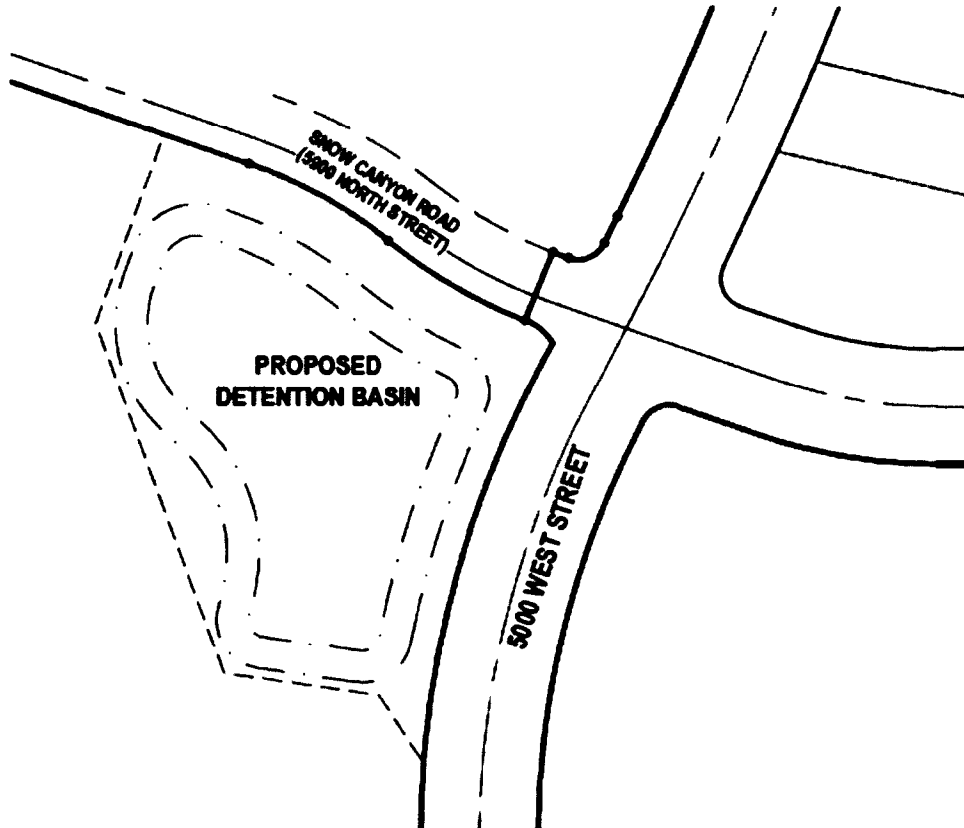



EXHIBIT "B"
The Basin



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|----------------------------------|--------------------------------|--|---|--|--|
| <small>PROJECT #</small> 9100 | <small>DATE</small> 12/4/23 | ROAM DETENTION BASIN OLD MOUNTAIN HIGHWAY AND TRAPPERS LOOP MOUNTAIN GREEN, UTAH DETENTION BASIN EXHIBIT | <small>FOR</small> CIVIL LAND CO. 1222 W LIBRARY CROSSING BLVD. #9 CANTONVILLE, UTAH 84014 801-514-1778 | 919 North 400 West Layton, UT 84041 Phone: 801.547.1100 Fax: 801.533.6315 www.ensignutah.com |  ENSIGN |
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Detention Pond Easement Description

A parcel of land, situate in the Northwest Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Morgan County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°55'16" East 248.76 feet along the section line and South 00°04'44" West 1153.82 feet from the Northwest Corner of said Section 25, said point also being the southerly most property corner of the ROAM Phase 1 Townhome-First Amended parcel which doubles as a point on the South right-of-way line of Snow Canyon Road (5900 North Street) and running thence:

southeasterly 18.91 feet along the arc of a 27.50-foot radius curve to the right (center bears South 21°31'16" West and the long chord bears South 48°46'45" East 18.54 feet with a central angle of 39°23'58");

thence South 27°51'51" West 9.33 feet;

thence southerly 220.44 feet along the arc of a 530.00-foot radius curve to the left (center bears South 61°59'38" East and the long chord bears South 16°05'28" West 218.85 feet with a central angle of 23°49'49");

thence North 32°55'59" West 42.34 feet;

thence North 81°49'52" West 80.11 feet;

thence North 19°57'12" West 193.75 feet;

thence North 19°21'00" East 104.14 feet to the southerly right-of-way line of Snow Canyon Road (5900 North Street), same also being the ROAM Phase I-First Amended Townhome South Property Line;

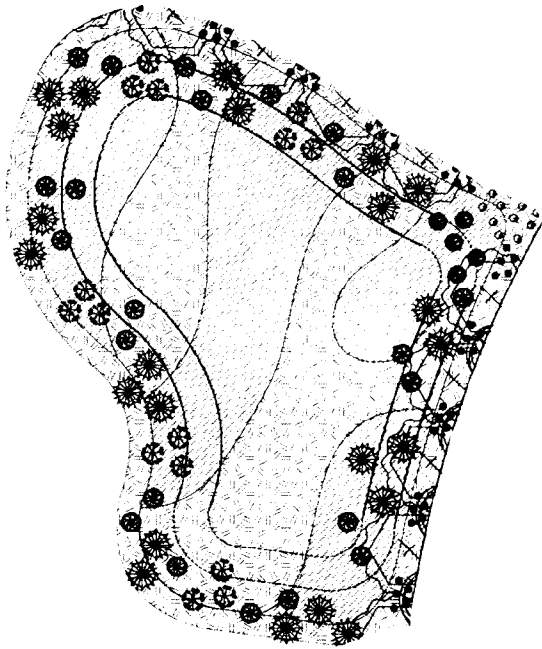
thence along said southerly right-of-way line of Snow Canyon Road the following three (3) courses and distances:

1. South 70°39'00" East 45.94 feet;
2. thence southeasterly 82.34 feet along the arc of a 236.50-foot radius curve to the right (center bears South 19°21'00" West and the long chord bears South 60°40'33" East 81.93 feet with a central angle of 19°56'54");
3. thence southeasterly 81.76 feet along the arc of a 263.50-foot radius curve to the left (center bears North 39°17'54" East and the long chord bears South 59°35'27" East 81.43 feet with a central angle of 17°46'42") to the Point of Beginning.

Contains: 43,358 square feet or 0.995 acres.

EXHIBIT "C"
The Landscape Plan

Roam Mt. Green



Legend

Common Name

- Flower, Grass
- ☼ Fountain Grass
- ☼ Grass, 'Karl Foerster'
- Flower, Perennial
- ☼ Lavender
- ☼ Rudbeckia, Black-Eyed Susan
- Shrub, Deciduous
- ☼ Forsythia Lynwood Gold
- ☼ Sumac, Gro Low

- ☼ Clump Choke Cherry
- Tree, Evergreen
- ☼ Juniper, Blue Arrow
- ▨ Cobble 1 ▨ Cobble 2

1" = 40'



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The page contains a true drawing
 including all landscape items, including
 trees, shrubs, plants, and irrigation
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Detention Basin

DATE



DATE
 10/16/2023

SHEET TITLE
 LANDSCAPE
 PLAN

SHEET NUMBER
 L-100