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Filed By: JM  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Recorded Electronically by Simplifile

WHEN RECORDED, RETURN TO:  
Carley Herrick  
Wasatch Peaks Ranch  
36 South State Street, Suite 500  
Salt Lake City, UT 84111

Tax Parcels 00-0093-1125, 00-0093-1126

**DECLARATION OF SHARED DRIVEWAY EASEMENT  
CONSTRUCTION & MAINTENANCE AGREEMENT**

This **DECLARATION OF SHARED DRIVEWAY EASEMENT CONSTRUCTION & MAINTENANCE AGREEMENT** (“**Agreement**”) is made as of September 5, 2024, by Wasatch Peaks Ranch, LLC, a Delaware limited liability company whose address is 36 South State Street Suite 500, Salt Lake City, UT 84111 (“**WPR**”) and WPR Management SD, LLC, a Delaware limited liability company whose address is 36 South State Street Suite 500, Salt Lake City, UT 84111 (“**WPR SD**”). WPR and WPR SD may be referred to herein at times individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS:**

A. WPR is developing certain land in Morgan County, Utah into a private planned recreational community known as “Wasatch Peaks Ranch” (“**Community**”).

B. WPR is “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; that certain First Supplemental Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023 as Entry No. 163348; that certain Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023 as Entry No. 163355; that certain Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on November 8, 2023 as Entry No. 164605; that certain Fourth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on February 16, 2024 as Entry No. 165236; that certain Fifth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 15, 2024 as Entry No. 165881, and that certain Third Amendment to Master Declaration for Wasatch Peaks Ranch recorded September 6, 2024 , as Entry No. 166761, in Book 413, at Page 715, as the same may be supplemented, amended, and otherwise revised from time to time (together, the “**Declaration**”).

C. WPR is “Owner” and “Declarant” as such terms may be used and defined in that certain Final Plat Wasatch Peaks Ranch Plat 1 recorded in the Official Records on May 3, 2022 as Entry No. 160852; and is “WPR” and

“Declarant” as such terms may be used and defined in that certain Final Plat Wasatch Peaks Ranch Plat 1, First Amendment recorded in the Official Records on May 1, 2023 as Entry No. 163347; in Final Plat Wasatch Peaks Ranch Plat 2A recorded in the Official Records on May 1, 2023 as Entry No. 163354; in Wasatch Peaks Ranch Plat 3A recorded in the Official Records on November 8, 2023 as Entry No. 164599; in Wasatch Peaks Ranch Plat 5 recorded in the Official Records on May 15, 2024 as Entry No. 165876 (collectively, the “**Plat**”).

D. Pursuant to the Plat, WPR has subdivided portions of the land into residential subdivision lots and parcels situated within the Community (each a “**Lot**”, and collectively, “**Lots**”).

E. Section 3.5 of the Declaration establishes that the Shared Driveway Lots are lots that are accessible by Shared Driveway Easements as depicted on a Plat.

F. Exhibit A, attached and incorporated by reference, describes two Shared Driveway Lots (referred to individually herein as “Lot C37” and “Lot C38” as indicated in Exhibit A) forming a Shared Driveway Pair, and each Shared Driveway Lot is accessed by and through a portion of property situated on Lot C38 depicted on Exhibit B, attached here for reference only, and more particularly described in Exhibit C, attached hereto and incorporated herein by reference (“**Shared Driveway Easement Area**”).

G. WPR owns Lot C37 of record.

H. WPR SD owns Lot C38 of record.

I. Subject to the terms and conditions set forth below, the Parties desire now to declare and create certain perpetual, non-exclusive easement rights benefitting Lot C37 and burdening Lot C38 in perpetuity over, upon, and across the Shared Driveway Easement Area.

J. The Declaration requires that Owners of Shared Driveway Lots share in the Shared Driveway Costs and the Shared Driveway Maintenance Costs.

K. Pursuant to and in accordance with Section 3.5(i) of the Declaration, the Parties are recording this Agreement to detail the process for completing the Shared Driveway Improvements and the Shared Driveway Maintenance and for apportioning the Shared Driveway Costs and the Shared Driveway Maintenance Costs between the Owners of the Shared Driveway Lots in a Shared Driveway Pair.

## **DECLARATION**

**NOW THEREFORE**, by the execution, acknowledgement, and recording of this Agreement in the Official Records, the Parties hereby declare that Lot C37 and Lot C38 are hereby encumbered and benefitted by and shall be conveyed in perpetuity subject to the terms and

provisions of this Agreement, which shall run with and be appurtenant to Lot C37 and Lot C38 for the benefit of and to the burden of Owners of Lot C37 and Lot C38 as further detailed herein.

1. **Recitals**. The foregoing recitals are incorporated as though fully set forth herein.

2. **Defined Terms**. Capitalized terms used and not defined herein have the meanings set forth in the Declaration.

3. **Declaration of Shared Driveway Easement.**

a. **Utility Easement**. WPR SD hereby declares and creates a perpetual, non-exclusive easement appurtenant to Lot C37 over, under, in, upon, and across the Shared Driveway Easement Area for purposes of surveying, planning, excavating, installing, constructing, reconstructing, operating, maintaining, repairing, replacing, inspecting, and removing any and all improvements and facilities required to establish, install, maintain, and operate a Shared Driveway and utility facilities serving and for the benefit of Lot C37 (“**Utility Easement**”). All rights, title, and interest in the Utility Easement shall run with the land and shall benefit Lot C37, the owner thereof and its successors and assigns, and shall also be for the use of its employees, contractors, subcontractors, licensees, invitees, tenants, and agents. The Utility Easement shall burden Lot C38 in perpetuity.

b. **Access Easement**. WPR SD hereby declares and creates a perpetual, non-exclusive easement appurtenant to Lot C37 over, under, in, upon, and across the Shared Driveway Easement Area for any and all vehicular and pedestrian access for the purposes of ingress to and egress from Lot C37 (the “**Access Easement**” and, collectively with the Utility Easement, the “**Shared Driveway Easement**”). The Access Easement expressly allows for access by construction vehicles, trucks and trailers, and other vehicles that are reasonably required to complete the work contemplated and allowed by this Agreement and as further permitted and allowed on Lot C37. During active construction, installation, maintenance, or repair of the Shared Driveway Easement Area, the owner of Lot C37 shall have license to use up to 30’ on either side of the Shared Driveway Easement Area, but not further than the outside boundary line of any BAE, for such construction installation, maintenance, or repair activities. All rights, title, and interest in the Access Easement shall run with the land and shall benefit Lot C37, the owner thereof and its successors and assigns, and shall also be for the use of its employees, contractors, subcontractors, licensees, invitees, tenants, and agents. The Access Easement shall burden Lot C38 in perpetuity.

4. **Obligations and Benefits Run to Owners of Appurtenant Lots**. The rights, interests, benefits, duties, obligations, and burdens detailed below apply only to Owners of Lot C37 and/or Lot C38 subsequent to the Parties. The duties and obligations detailed herein shall not under any circumstance apply to the Parties, even while one Party an Owner of Lot C37 and/or Lot C38. Under no circumstance shall this Agreement be construed to create duties or obligations related to Shared Driveway Lots in the Community other than Lot C37 and Lot C38. The Parties are conveying Lot C37 and Lot C38 to two separate individuals and/or entities (the “**Owner**”

**Pair**”) concurrently with this Declaration and the Owner Pair will take title to Lot C37 and Lot C38 prior to the commencement of Shared Driveway Improvements within the Shared Driveway Easement Area (the “**Shared Driveway Improvements**”) (such commencement being marked as the date on which one or both Owners engage any contractor with the intent to initiate the planning and design of the Shared Driveway Improvements), and the Owner Pair shall immediately bear the costs of the Shared Driveway Improvements in accordance with the terms and provisions of the Declaration and this Agreement.

5. **Commencement and Completion of Shared Driveway Improvements**. The Owner Pair shall share the right and obligation to plan, improve, construct, install, operate, and maintain the Shared Driveway Improvements. All costs arising from planning, designing, construction, and installation of the Shared Driveway Improvements shall be borne by the Owner Pair. Either Owner may take the initiative to commence the Shared Driveway Improvements, and provide notice of its intent to commence the Shared Driveway Improvements to the other Owner, such Owner shall be referred herein as the “**Commencing Owner**”, and the other Owner shall be referred to here as the “**Cooperating Owner**”.

a. **Design Professional Selection Process**. The Commencing Owner shall engage licensed and insured architects, engineers, and/or designers (collectively, “Design Professionals”) to develop plans and specifications for the Shared Driveway Improvements. The Commencing Owner shall provide the Cooperating Owner with formal written notice of the commencement of the driveway design and engineering process within ten (10) business days of engaging the Design Professionals.

b. **Initial Plans and Budget**. At least 30 calendar days prior to submitting Plans and Specifications to Declarant, the DRB, or Board (pursuant to and in accordance with the requirements detailed in the Declaration) for review and approval (such anticipated date being the “**Submission Date**”), Commencing Owner shall submit Plans and Specifications as well as a proposed budget to Cooperating Owner for Cooperating Owner’s review and approval. Cooperating Owner shall have 15 calendar days for review and comment to the Plans and Specifications and to the proposed budget (“**Comment Period**”). Should Cooperating Owner have comments to the Plans and Specifications or the proposed budget, or both, Cooperating Owner shall deliver its comments to Commencing Owner prior to the termination of the Comment Period. Should Cooperating Owner fail to do so, Cooperating Owner’s approval shall be deemed given, and Commencing Owner can proceed as required pursuant to the Declaration and government laws, rules, and regulations. Should Cooperating Owner provide comments prior to the termination of the Comment Period, then the Owner Pair shall work in good faith to come to agreement on the Plans and Specifications and proposed budget prior to the Submission Date. If they are unable to come to agreement prior to the Submission Date, the Owner Pair shall willingly submit to mediation to resolve the dispute. Once the Owner Pair have agreed on the Plans and Specifications and the proposed budget, they shall cooperate in good faith to (i) obtain approval of the Plans and

Specifications from Declarant, DRB, or Board as required pursuant to the Declaration (“**Community Approval**”); and (ii) obtain any additional approvals that may be required by governmental or quasi-governmental divisions, districts, special service districts, or agencies (“**Government Approval**”). Should the Plans and Specifications or the proposed budget require revision prior to submission for or receipt of Community Approval or Governmental Approval the Owner Pair shall work together in good faith to make such revisions reasonably and expeditiously.

c. Contractors. The Commencing Owner shall contract with licensed and insured contractors to construct the Shared Driveway Improvements. The Cooperating Owner shall have the right to review and reasonably object to the selection of any contractor proposed by the Commencing Owner prior to the commencement of work. Upon receipt of information regarding the proposed contractor, the Commencing Owner shall provide the same to the Cooperating Owner. The Cooperating Owner shall have 10 business days to provide any objections to the proposed contractor (“Objection Period”). Should the Cooperating Owner fail to provide any objections within the Objection Period, the Cooperating Owner shall be deemed to have approved the contractor, and the Commencing Owner may proceed with contracting for the Shared Driveway Improvements. If the Cooperating Owner provides reasonable objections within the Objection Period, the Owner Pair shall work in good faith to resolve the objections within 30 calendar days. If they are unable to reach an agreement prior to that date, the Owner Pair shall willingly submit to mediation to resolve the dispute.

d. Construction. Unless otherwise agreed by the Parties in writing, Commencing Owner shall begin the Shared Driveway Improvements within 60 days of obtaining the Community Approvals and Government Approvals (“**Approval Date**”), unless weather and ground conditions require a delay, in which case, construction shall commence not longer than 60 days from May 1 immediately subsequent to the Approval Date.

e. Completion. Once begun, Commencing Owner shall complete the Shared Driveway Improvements expeditiously and without substantial interruption. Commencing Owner shall construct the Shared Driveway Improvements in a good and workmanlike manner, and in accordance with all applicable covenants, restrictions, laws, codes, and other regulations, including the approved Plans and Specifications and proposed budget. If Commencing Owner fails to complete the Shared Driveway Improvements, then Cooperating Owner and WPR shall have the right, but not the obligation, to complete the Shared Driveway Improvements as if it were Commencing Owner, and all provisions hereof will be applied accordingly, except that WPR shall not, under any circumstance, be considered a Commencing Owner or Cooperating Owner and is wholly exempt from any and all obligations to bear any portion whatsoever of the Shared Driveway Costs.

f. Costs. Commencing Owner shall pay all upfront Shared Driveway Costs including the costs of any and all required inspections (whether such are required by WPR, the Association, the Club, or any governmental or quasi-governmental division, district, or agency). Commencing Owner shall be entitled to submit to Cooperating Owner an invoice for Cooperating Owners’ portion of the actual Shared Driveway Costs (“**Invoice**”) as determined by the Owner’s Shared Driveway Improvement Allocation (as such is defined in Section 3.5(g)(i) of the Declaration), unless otherwise agreed between the Parties in writing. Regardless of the total actual Shared Driveway Costs and the amount reflected in the Invoice, (“**Invoiced Amount**”),

Cooperating Owner shall only be obligated to reimburse Commencing Owner for the lesser of (i) the Invoiced Amount or (ii) in the event that the actual Shared Driveway Costs exceed the proposed budget, Cooperating Owner's pro rata share of the proposed budget plus 10%, unless otherwise agreed between the Parties in writing ("**Cooperating Owner's Obligation**"). Cooperating Owner shall pay the Cooperating Owner's Obligation no later than 30 calendar days from receipt of the Invoice. If Cooperating Owner fails to pay the Cooperating Owner's Obligation within the stated time period, interest shall accrue until fully paid at a rate equal to the generally prevailing national "prime" rate (or equivalent) plus two percent (2%), and such amount shall be deemed in default. Upon completion of the Shared Driveway Improvements, Commencing Owner shall deliver a final Invoice. Once such final Invoice is paid, the obligations between the Owner Pair as to the Shared Driveway Costs are satisfied and neither of the Owner Pair shall have further duties or obligations related to the same.

6. **Maintenance of Shared Driveway Improvements.**

Notwithstanding anything herein to the contrary, the Owner Pair is, at all times, under the joint and several absolute obligation to ensure performance of all Shared Driveway Maintenance, including without limitation, keeping the Shared Driveway Improvements operable and in a clean, uncluttered, orderly and sanitary condition in a manner and to a level that meets the resort standards and expectations of the Community ("**Maintenance Obligations**"). Unless otherwise agreed by the Parties in writing, the Commencement Owner shall have primary responsibility for the Shared Driveway Maintenance ("**Maintaining Owner**"). The Cooperating Owner ("**Reimbursement Owner**") shall comply with all the terms and provisions herein as to reimbursement for its portion of the Shared Driveway Maintenance Costs.

a. **Maintenance.** Maintaining Owner has the ongoing sole responsibility, duty, and obligation to (i) ensure the Maintenance Obligations are adequately performed in a timely manner; (ii) obtain good faith estimates for the performance of the Maintenance Obligations from reputable service providers ("**Service Providers**"); (iii) enter into contracts with Service Providers to complete the Maintenance Obligations ("**Service Contracts**"); (iv) timely pay all agreed upon consideration, fees, rates, charges, and other amounts due under the Service Contracts and evidenced by an invoice from the respective Service Provider ("**Service Provider Invoice**"); and (v) engage in all communications and negotiations with Service Providers including in the event a Service Provider fails to perform under a Service Contract or damages the Shared Driveway Improvements or adjacent property during the Service Provider's performance under a Service Contract. Should Maintaining Owner fail in the duties, responsibilities, and obligations detailed in this subsection, WPR has the right, without obligation, to assume the same. Should WPR exercise such right, it shall be entitled to reimbursement from the Maintaining Owner, and Maintaining Owner shall be obligated to pay such reimbursement upon demand.

b. **Reimbursement.**

i. Reimbursement Owner shall reimburse Maintaining Owner for 1/2 of the ongoing Shared Driveway Maintenance Costs so long as the Shared Driveway Maintenance

Costs are reasonable and align with market standard costs for the Maintenance Obligations (the “**Reimbursement**”).

ii. The Maintaining Party shall, as a courtesy and no later than January 1st of each year, make an annual good faith estimate of the Shared Driveway Maintenance Costs, which it must provide to the Reimbursement Owner no later than January 31st each year. Maintaining Owner and Reimbursement Owner shall work in good faith to resolve Reimbursement Owner’s questions or concerns about such estimate, if any; however, Maintaining Owner is not obligated to secure Reimbursement Owner’s approval of such estimate and may proceed with ensuring performance of the Maintenance Obligations as Maintaining Owner deems reasonably necessary.

iii. Maintaining Owner shall present to Reimbursement Owner a final invoice and supporting documentation (such as copies of the Service Provider Invoices) reflecting the actual Shared Driveway Maintenance Costs and the amount of the Reimbursement requested at such intervals as Shared Driveway Maintenance Costs are incurred, but not more frequently than on a monthly basis (“**Maintenance Invoice**”).

iv. Reimbursement Owner shall pay the Reimbursement within thirty (30) calendar days of receipt of a Maintenance Invoice in any manner specified by the Maintaining Owner.

c. Additional Agreements Between Owners. The reimbursement process detailed above may be adjusted in the future by a written, signed, and acknowledged agreement between the Owners which must reference this Agreement and must be Recorded.

7. **Repairing Damage.** Notwithstanding anything herein to the contrary, any Owner that causes or allows in any manner (including by such Owner's agents, employees, contractors, sub-contractors or material suppliers) the Shared Driveway Improvements appurtenant to the Shared Driveway Pair to be damaged shall bear sole responsibility for the costs and expenses of repairing such damage. Such repairs must be undertaken promptly and completed within six months of said damage. Reasonable extensions of the time in which to complete repairs may be made in the event of extreme weather or ground conditions that would necessarily limit the required repair activities.

8. **Default and Remedies.** If any Owner fails to fulfill any of its obligations under this Agreement (“**Defaulting Owner**”) and fails to remedy such default within thirty (30) days from notice of the same, the other Owner may take any action available at law or in equity to enforce the provisions of this Agreement. Further, the substantially prevailing party in any enforcement action arising out of a default of the obligations hereunder shall be entitled to recover its costs and attorneys’ fees in amounts awarded by the Court.

9. **Agreement Runs with the Land.** This Agreement benefits and burdens Lot C37 and Lot C38, and the duties, responsibilities and obligations detailed herein constitute covenants running with the land. Notwithstanding the forgoing, an Owner's right to receive one or more Reimbursements pursuant to this Agreement and an Owner's obligation to pay such Reimbursement is personal to that party and said reimbursement rights and obligations do not run with the land. Neither Owner in the Owner Pair shall Record or attempt to enforce any lien against the lot owned by the other Owner in the Owner Pair, and an Owner may attempt recovery of any and all unpaid Reimbursements personally from the Owner required to pay such Reimbursement only through those actions available at law or in equity.

10. **Notices.** Any notice required or otherwise given hereunder, shall be given by (a) personal delivery, (b) delivery by overnight courier, or (c) mailing the same, postage prepaid, certified mail, return receipt requested, to the record address for the Lot Owner being served and is effective upon receipt or refusal of acceptance. Such notice may also be provided via email and is effective only upon actual receipt thereof.

11. **Mutual Indemnification.** Each Owner in the Owner Pair shall each indemnify ("**Indemnifying Party**") and hold the other Owner in the Owner Pair ("**Indemnified Party**") harmless from any and all losses, claims, liabilities, cause of actions, damages, and expenses, including, without limitation, reasonable attorneys' fees (each, a "**Liability**") arising out of or related to the Indemnifying Party's or its respective family members', guests', tenants', licensees', permittees', contractors', subcontractors', independent contractors', employees', representatives', agents', and all other related parties' (collectively, its "**Permittees**") use of the Shared Driveway Easement, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Shared Driveway by Indemnifying Party or its respective Indemnified Party's Permittees (but excluding any Liability arising out of the use of the Shared Driveway Easement and Shared Driveway Improvements by Indemnified Party or its respective Permittees, or out of the gross negligence or willful misconduct of Indemnified Party or its respective Permittees).

12. **Miscellaneous Provisions.**

a. **Governing Law.** The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Utah without regard to its choice of law principles.



b. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement, or the applicability of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

c. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

d. No Dedication. Nothing in this Agreement shall be construed as a grant or dedication of any portion of the property affected hereby as a public area or public road or as a dedication of any portion of the property for the use and benefit of the public.

e. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and the Owner Pair. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties or the Owner Pair receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

f. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Shared Driveway Easement Construction & Maintenance Agreement as of the date 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 Signatory

STATE OF UTAH )  
 ) ss.  
County of SALT LAKE )

This instrument was acknowledged before me on September 5, 2024, by Ed Schultz, as Authorized Signatory of Wasatch Peaks Ranch Management, LLC, manager of Wasatch Peaks Ranch, LLC.



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

Heather L. Grey 

Notary Public  
My Commission Expires: 9/19/2024

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Shared Driveway Easement Construction & Maintenance Agreement as of the date and year first written above.

**WPR SD:**

WPR MANAGEMENT SD, LLC, a Delaware limited liability company

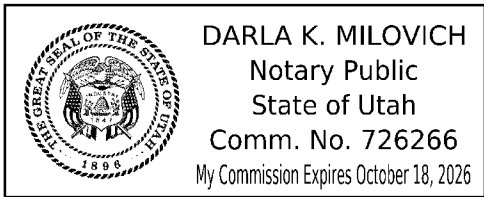
By:  Signed with **Stavvy**  
Name: Eric Yonke  
Its: Manager

STATE OF UTAH )  
 ) ss.  
County of SALT LAKE )

This instrument was acknowledged before me on September 6, 2024, by Eric Yonke, as manager of WPR Management SD, LLC. This act was performed via remote online audio-visual communication.

 Signed with **Stavvy**

Notary Public  
My Commission Expires: 10/18/2026



Notarized remotely via audio/video communication using Stavvy

**EXHIBIT A**

Shared Driveway Lots

Lot C37 and C38 of Wasatch Peaks Ranch Plat 5 recorded on May 15, 2024, as Entry No. 165876, in Book 409 at Page 1359 in the official records of the Morgan County Recorder's Office, Morgan County, Utah.

Parcel Nos. 00-0093-1125 and 00-0093-1126.



**EXHIBIT C**

## Legal Description of Shared Driveway Easement Area

**Shared Driveway Lots C37 / C38**

Beginning at a point being on the southerly line of Lot C38 as shown on Wasatch Peaks Ranch Plat 5, recorded May 15, 2024 as Entry No. 165876 in Book 409 at Pages 1359-1370 in the office of the Morgan County Recorder, said point also being 7.82 feet South 72°26'42" West from the southeast corner of said Lot C38 (common corner of Lot C36 and C38), said point further being 1433.85 feet North 00°27'24" East and 4357.31 feet West from the Southeast Corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian and running thence, along the said southerly line of Lot C38, southwesterly 32.43 feet along the arc of a 65.00 foot radius curve to the left, through a central angle of 28°35'05", chord bears South 54°42'15" West 32.09 feet; thence North 30°55'53" West 12.48 feet; thence northwesterly 27.17 feet along the arc of a 66.00 foot radius curve to the right, through a central angle of 23°35'03", chord bears North 19°08'21" West 26.98 feet; thence North 07°20'50" West 133.98 feet; thence northerly 12.66 feet along the arc of a 116.00 foot radius curve to the right, through a central angle of 6°15'07", chord bears North 04°13'16" West 12.65 feet; thence North 01°05'43" West 38.68 feet; thence North 00°52'32" West 42.37 feet; thence South 88°03'43" East 32.00 feet; thence southerly 4.45 feet along the arc of a 84.00 foot radius curve to the left, through a central angle of 3°01'59", chord bears South 00°25'17" West 4.45 feet; thence South 01°05'43" East 74.91 feet; thence southerly 9.17 feet along the arc of a 84.00 foot radius curve to the left, through a central angle of 6°15'07", chord bears South 04°13'16" East 9.16 feet; thence South 07°20'50" East 133.98 feet; thence southeasterly 14.00 feet along the arc of a 34.00 foot radius curve to the left, through a central angle 23°35'03", chord bears South 19°08'21" East 13.90 feet; thence South 30°55'53" East 10.04 feet to the Point of Beginning.

Basis of Bearing for this easement is North 00°27'24" East as measured between found the Southeast corner (2021 Morgan County alum. cap monument) and the Northeast corner (1952 BLM brass cap monument) of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian.