

When Recorded, Return To:
Carley Herrick
Wasatch Peaks Ranch
36 South State Street, Suite 500
Salt Lake City, UT 84111
Tax Parcels 00-0093-1126 and 00-0093-1127

E 166764 B 413 P 765
Date 06-Sep-2024 11:16AM
Fee: \$40.00 ACH
Filed By: JM
BRENDA NELSON, Recorder
MORGAN COUNTY
For: COTTONWOOD TITLE INSURANCE AGENCY, INC.
Recorded Electronically by Simplifile

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of September 6, 2024 (the “**Effective Date**”) by and between WPR MANAGEMENT SD, LLC, a Delaware limited liability company, (“**Grantor**”), and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee each may be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. Grantor owns fee simple title to that certain real property located in the County of Morgan, State of Utah, which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“**Grantor's Property**”).
- B. Grantee owns that certain real property located adjacent to the Grantor Property and more particularly described in Exhibit B, attached hereto and incorporated herein by reference (“**Grantee's Property**”).
- C. Subject to the terms and conditions set forth below Grantor desires now to grant, and Grantee desires now to accept and obtain, certain perpetual, non-exclusive easement rights appurtenant to the Grantee Property over, upon, and across the portion of Grantor's Property more particularly described in Exhibit C, attached hereto and incorporated herein by reference (“**Easement Area**”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT.**

1.1. **Driveway and Utility Easement.** Grantor hereby grants and conveys to Grantee and its successors and assigns, and for the use of Grantee's employees, contractors, subcontractors, licensees, invitees, tenants, and agents, a perpetual, non-exclusive easement appurtenant to the Grantee Property over, under, in, upon, and across the 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 private driveway and utility facilities serving and for the benefit of the Grantee Property (“**Driveway and Utility Easement**”).

1.2. **Access Easement.** Grantor hereby grants and conveys to Grantee and its successors and assigns, and for the use of Grantee's employees, contractors, subcontractors, licensees, invitees, tenants, and agents, a perpetual, non-exclusive access easement appurtenant to the Grantee Property over, upon, and across the Easement Area for any and all vehicular and pedestrian access for the purposes of ingress to and egress from the Easement Area (the “**Access**”).

Easement” and, collectively with the Utility Easement, the “**Easement**”). The Access Easement expressly allows for access by construction vehicles, trucks and trailers, and other vehicles that are reasonable required to complete the work contemplated and allowed by the Utility Easement. During active construction, installation, maintenance, or repair, Grantee shall have license to use up to 30’ on either side of the Easement Area, but not further than the outside boundary line of any BAE, for such construction installation, maintenance, or repair activities.

2. **MAINTENANCE AND REPAIR OF EASEMENT AREA.** Grantee shall maintain the Easement Area in good condition and safe order at Grantee’s sole cost and expense; provided however, that any Party (or its respective invitees or agents) causing any damage to the Easement Area, or the improvements located therein or thereon shall be responsible and liable for any such damage.

3. **MECHANICS’ LIENS.** Each Party shall keep the Easement Area free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment (collectively, “**Work**”) furnished to such Party in connection with such Party’s use of the Easement Area. If any such lien arises and encumbers the Easement Area, the Party for whom the Work was performed shall either: (a) satisfy the lien, subject to a good-faith right to contest the amount due in connection therewith; or (b) contest the validity of any lien provided within thirty (30) days after it receives notice of the lien filing and bond around the lien or otherwise cause the removal of the lien from the Easement Area.

4. **MUTUAL INDEMNITY.** Each Party (“**Indemnifying Party**”) shall indemnify, defend and hold the other Party and its successors and assigns (“**Indemnified Party**”) harmless from and against: (a) all claims, demands, costs, losses, expenses and liability, including reasonable attorneys’ fees and cost of suit, arising out of or resulting from the use of the Easement Area by the Indemnifying Party and/or its employees, customers, guests, licensees, invitees, tenants, or agents; and (b) any failure of the Indemnifying Party to perform its duties or obligations under this Agreement; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the negligence or willful act or omission of the Indemnified Party.

5. **DEFAULT.** In the event of any alleged failure to perform any obligation under this Agreement (“**Default**”), the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include a description of the acts required to cure the same with reasonable specificity. The defaulting Party shall have a period of thirty (30) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence. Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable. In no event shall a Party’s default under any other agreement with the other Party or its affiliates constitute a default by such Party under this Agreement.

6. **NOTICES.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges are prepaid by the delivering Party. Any notice shall be addressed as follows:

If to Grantor:	Eric Yonke WPR Management SD, LLC 36 South State Street, Suite 500 Salt Lake City, UT 84111
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If to Grantee: Carley Herrick
 Wasatch Peaks Ranch
 36 South State Street, Suite 500
 Salt Lake City, UT 84111

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

7. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement constitutes the entire agreement between the Parties respecting its subject matter. This Agreement shall not be modified or amended except in a writing signed by the Parties.

8. **GOVERNING LAW**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

9. **PARTIAL INVALIDITY**. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

10. **FORCE MAJEURE - DELAYS**. Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed under this Agreement is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause, event or circumstance not the fault of the performing Party, then the performing Party, upon giving notice to other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

11. **NO WAIVER; NO ABANDONMENT**. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination of the Easement, except upon recordation by Grantee of a quitclaim deed or release specifically conveying the Easement back to Grantor.

12. **EASEMENTS RUN WITH THE LAND**. This Agreement, including the Easements, shall burden and run with the Grantor Property (including the Easement Area) for the benefit of the Grantee Property. This Agreement shall be binding on all persons and entities owning or possessing the Grantor Property and inure to the benefit of all persons and entities owning or possessing an interest in the Grantee Property, all upon the terms, provisions and conditions set forth herein.

13. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

14. **NO DEDICATION**. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Area or any portion of the Grantor Property to or for the general public or for any public purpose whatsoever, including, but not limited to, dedication as a public street.

15. **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.

16. **RECITALS AND EXHIBITS INCORPORATED.** The recitals and all exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

17. **ENFORCEMENT; ATTORNEYS' FEES.** In the event that any Party seeks to enforce the terms of this Agreement against the other Party, whether in suit or otherwise, the Party seeking to enforce this Agreement or substantially prevailing Party in any action shall be entitled to receive all reasonable costs incurred in connection therewith, including reasonable attorneys' fees and costs, from the other Party.

18. **NO PARTNERSHIP.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the Effective Date.

GRANTOR:

WPR MANAGEMENT SD, LLC, a Delaware limited liability company

By: *Eric Yonke*
Signed with **Stavvy**

Name: Eric Yonke

Its: Manager

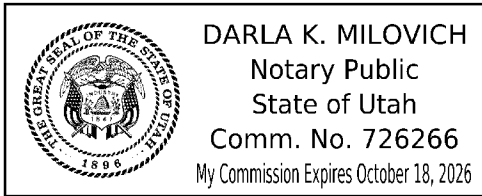
STATE OF UTAH)
) ss.
County of SALT LAKE)

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.

Darla K. Milovich
Signed with **Stavvy**

Notary Public

My Commission Expires: 10/18/2026



Notarized remotely via audio/video communication using Stavvy

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the Effective Date.

GRANTEE:

WASATCH PEAKS RANCH, LLC, a Delaware limited liability company

By: Wasatch Peaks Ranch Management, LLC, its Manager

By: 
Signed with **Stavvy**

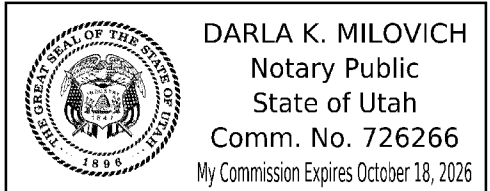
Name: Eric Yonke

Its: Authorized Signatory

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

This instrument was acknowledged before me on September 6, 2024, by Eric Yonke, as Authorized Signatory of Wasatch Peaks Ranch Management, LLC, manager of Wasatch Peaks Ranch, 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

Legal Description of the Grantor's Property

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

Parcel Nos. 00-0093-1126

EXHIBIT B

Legal Description of the Grantee's Property

Lot C39 of Wasatch Peaks Ranch Plat 5 recorded on May 15, 2024, as Entry No. 165876, in Book 409, Page 1359 in the official records of the Morgan County Recorder's Office, Morgan County, Utah.

Parcel No. 00-0093-1127

EXHIBIT C**Easement Area Description****Access Easement Across Lot C38 in favor of Lot C39**

Beginning at a point being on the easterly 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 280.06 feet South 43°36'36" West from the northeast corner of said Lot C38, said point further being 1942.23 feet North 00°27'24" East and 4140.59 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 easterly line of Lot C38, South 43°36'36" West 33.51 feet; thence northwesterly 2.76 feet along the arc of a 34.00 foot radius curve to the left, through a central angle of 4°39'26", chord bears North 27°28'36" West 2.76 feet; thence North 29°48'19" West 33.60 feet; thence northerly 23.25 feet along the arc of a 66.00 foot radius curve to the right, through a central angle of 20°11'06", chord bears North 19°42'46" West 23.13 feet; thence North 09°37'13" West 78.25 feet; thence northerly 3.24 feet along the arc of a 34.00 foot radius curve to the left, through a central angle of 5°27'31", chord bears North 12°20'58" West 3.24 feet; thence North 15°04'44" West 50.41 feet; thence northerly 19.37 feet along the arc of a 116.00 foot radius curve to the right, through a central angle of 9°34'10", chord bears North 10°17'39" West 19.35 feet; thence North 05°30'33" West 24.86 feet to the northerly line of said Lot C38; thence, along said northerly line of C38, the following two (2) courses: (1) East 3.10 feet, (2) North 70°47'08" East 29.76 feet; thence South 05°30'33" East 31.61 feet; thence southerly 14.03 feet along the arc of a 84.00 foot radius curve to the left, through a central angle of 9°34'10", chord bears South 10°17'39" East 14.01 feet; thence South 15°04'44" East 50.41 feet; thence southerly 6.29 feet along the arc of a 66.00 foot radius curve to the right, through a central angle of 5°27'31", chord bears South 12°20'58" East 6.29 feet; thence South 09°37'13" East 78.25 feet; thence southeasterly 11.98 feet along the arc of a 34.00 foot radius curve to the left, through a central angle of 20°11'06", chord bears South 19°42'46" East 11.92 feet; thence South 29°48'19" East 26.80 feet to the Point of Beginning.

Parcel No. 00-0093-1126

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