

When Recorded Return To:

Evolve Building & Development _____
79 W 900 N _____
Suite C _____
Springville, UT 84663 _____

Serial Number: 30:074:0014; 30:076:128; 30:076:0127

UTILITY AND SEWER EASEMENT AGREEMENT

THIS UTILITY AND SEWER EASEMENT AGREEMENT (this "Agreement") dated this 5th day of May, 2023, is by and between BJMKJ Enterprises, Ltd., a Utah limited partnership ("Grantor"), and Highlands at Elk Ridge, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantee is the owner in fee simple of certain real property located in Utah County, Utah, as legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Grantee Property") adjacent to the Grantor Property.

B. Grantee desires to construct, operate and maintain certain utilities and a sewer line over and through the Grantor Property in the area legally described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the "Easement Area"), and Grantor is willing to grant to Grantee such easement rights upon the terms and subject to the conditions contained in this Agreement.

AGREEMENT

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

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for its and their benefit, and for the benefit of its and their respective agents, employees, invitees, contractors, and licensees (collectively, the "Grantee Parties"), a permanent, non-exclusive easement (the "Easement"), together with all rights and privileges as or incidental to Grantee's use and enjoyment of its easement rights on, over, across, through and under the Easement Area for the purpose of accessing, installing, constructing, inspecting, maintaining, repairing, operating and/or replacing utilities, a sewer line, and related facilities and appurtenances benefitting Grantee's property (the "Facilities") for the purpose of delivering utilities and sewer services to the Grantee's property. It is hereby acknowledged that the Easement constitutes a servitude upon the Grantor Property and runs with the Grantor Property.

2. Installation and Maintenance Standards. At its sole cost and expense, Grantee shall install, operate, maintain, repair, replace and remove the Facilities in a good and safe working condition in accordance with the provisions of applicable law. Grantee shall obtain any

necessary permits and comply with all applicable laws. Grantor agrees to reasonably cooperate with the issuance of necessary permits. Grantee shall not be responsible for costs and expenses associated with the permits. Grantee shall promptly repair any damage to and shall restore the Grantor Property to as near its original condition as is reasonably possible.

3. Indemnity. Grantee accepts and assumes all risks of, and full responsibility for, Grantee's operations in the Easement Area and on the Grantor Property and agrees to the fullest extent permitted by law, and regardless of any limits of insurance carried by Grantee or its contractors, to unconditionally protect, indemnify, defend and hold harmless Grantor, its affiliates, and each of its respective partners, officers, directors, shareholders, members, managers, agents, employees, representatives and volunteers, from and against any and all liabilities, claims, losses, damages, bodily injury, death, investigations, actions, suits, judgments, demands, costs, and expenses (including but not limited to reasonable attorneys' fees and disbursements), arising out of or resulting from (i) the acts or omissions of Grantee, at any time within or upon the Grantor Property in connection with the use specified herein, (ii) the negligence or willful misconduct of Grantee or of any of its vendors, laborers, materialmen or other suppliers in the use of the Grantor Property, and/or (iii) Grantee's breach of this Agreement.

4. Reserved Rights of Grantor. Grantor reserves the right to use and occupy the Easement Area for any purposes that do not unreasonably interfere with the use and enjoyment of the Easement granted by Grantor under this Agreement.

5. Liens. Grantee shall promptly pay all costs for work done by it or caused to be done by it pursuant to rights and obligations created by this Agreement. Grantee shall keep the Easement Area free and clear of all construction and preconstruction liens and other liens on account of work done for Grantee or persons claiming under it. Should Grantor receive any Notice of Intent to File a Lien or if any such liens be filed or recorded, or any action affecting the title to the Easement Area be commenced, Grantee shall give Grantor prompt written notice thereof. Grantee shall thereafter promptly cause such liens to be removed of record and/or such action to be dismissed as against the Grantor within ten (10) days after filing of the liens or commencement of the action.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easement granted hereunder shall be strictly limited to and for the purposes herein expressed. The right of any person to make any use whatsoever of the Easement under this Agreement is subject to the permission and control of the parties hereto. There are no intended third-party beneficiaries to this Agreement.

7. Amendment. This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument agreed to, executed and recorded by the parties.

8. Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

9. Notices. Except as expressly provided elsewhere in this Agreement, all notices and demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed certified or registered mail (return receipt requested) with postage prepaid, or sent by next day or overnight mail or courier, addressed as follows:

If to Grantor: Highlands at Elk Ridge, LLC
Attn: Collin Brinkerhoff
79 West 90 North, Ste. C
Springville, UT 84663
Email: collin@evolveut.com

If to Grantee: BKMJ Enterprises, Ltd.
Attn: Jay Christensen
5344 West Willem Place
Highland, UT 84003
Email: _____

All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), three days after date of mailing as indicated by certified or registered mail receipt, and (iii) if sent by next day or overnight mail or courier, on the day delivered. Each party may from time to time change its respective address for purposes of receipt of notice to another commercially serviceable address within the United States by means of a notice to the other party given in the manner provided in this section.

10. Binding Effect. This Agreement shall be binding upon, and shall inure to, the benefit of the parties and their respective successors and assigns.

11. No Third-Party Beneficiaries. This Agreement is made for the sole protection and benefit of the parties and their respective successors and assigns, and no other person or entity shall have any right of action hereon or hereunder.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

13. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Utah.

14. Attorneys' Fees. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or

the interpretation hereof, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, for the enforcement of any judgment or award rendered therein.

15. Waiver. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. Severability. If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

17. Injunctive Relief. In the event of a breach, violation or threatened breach or violation of the rights created or granted by this Agreement, the non-breaching party shall, in addition to any and all other remedies available to it, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

18. Non-Merger. The Easement, rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Grantor Property and the Grantee Property; and, if there should at any time be common ownership of all or any of their respective properties, then it is the intention of the parties hereto that there should be no merger of such Easement, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such Easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

19. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures hereto may be evidenced by email transmission which shall be treated as the original signature of such party.

[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this UTILITY AND SEWER EASEMENT AGREEMENT as of the day and year first above written.

"GRANTOR"

BJMKJ ENTERPRISES, LTD.,
a Utah limited liability partnership

By: _____

Name: _____

Title: _____

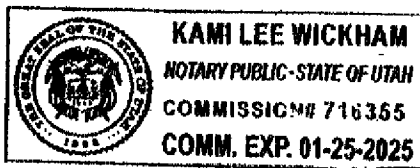
STATE OF UTAH)

:ss

COUNTY OF UTAH)

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Jay Dee Christensen the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

NOTARY PUBLIC



**SIGNATURE PAGE (CONT.) FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

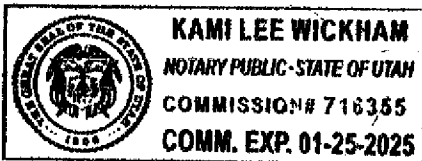
"GRANTEE"

HIGHLANDS AT ELK RIDGE, LLC,
a Utah limited liability company

By: Wesley Zufelt
Name: Wesley Zufelt
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Wesley Zufelt, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.



Kami L. Wickham
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF GRANTEE PROPERTY

Serial Number: 30:076:0127

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12"; THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45"; THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 84°57'56", THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01"E 100.00 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING AT A POINT LOCATED NORTH 00°35'20" WEST ALONG THE SECTION LINE 1002.14 FEET AND EAST 149.34 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°54'35" WEST 361.33 FEET; THENCE ALONG THE ARC OF A 222.00-FOOT RADIUS CURVE TO THE LEFT 158.77 FEET (CHORD BEARS N 69°23'55" W 155.41 FEET); THENCE NORTH 89°53'14" WEST 238.83 FEET; THENCE ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT 65.98 FEET (CHORD BEARS S 74°37'12" W 65.18 FEET); THENCE SOUTH 59°07'39" WEST 253.41 FEET; THENCE ALONG THE ARC OF A 228-FOOT RADIUS CURVE TO THE RIGHT 122.85 FEET (CHORD BEARS S 74°33'49" W 121.37 FEET); THENCE WEST 36.69 FEET; THENCE NORTH 00°21'31" EAST 56.00 FEET; THENCE EAST 36.34 FEET; THENCE ALONG THE ARC OF A 172.00-FOOT RADIUS CURVE TO THE LEFT 92.68 FEET (CHORD BEARS N 74°33'49" E 91.56 FEET); THENCE NORTH 59°07'39" EAST 253.41 FEET; THENCE ALONG THE ARC OF A 178.00-FOOT RADIUS CURVE TO THE RIGHT 96.26 FEET (CHORD BEARS N 74°37'12" E 95.09 FEET); THENCE SOUTH 89°53'14" EAST 238.83 FEET; THENCE ALONG THE ARC OF A 278.00-FOOT RADIUS CURVE TO THE RIGHT 198.82 FEET (CHORD BEARS S 69°23'55" E 194.61 FEET); THENCE SOUTH 48°54'35" EAST 372.13 FEET; THENCE SOUTH 52°00'15" WEST 57.03 FEET TO THE POINT OF BEGINNING.