

WHEN RECORDED MAIL TO:

R. Jesse Davis
STRONG & HANNI
102 South 200 East, Suite 800
Salt Lake City, Utah 84111



W3278881

Parcel Nos. 21-175-0001
21-175-0002
21-175-0003

E# 3278881 PG 1 OF 7
Leann H. Kiltz, WEBER COUNTY RECORDER
06-Apr-23 0958 AM FEE \$40.00 DEP SLV
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”), is made and entered into this _____ day of March 9, 2023, by Matthew Lowe and Lowe Properties LLC (“Grantor”), various Public Utility Companies (defined below) as set forth in this Agreement (collectively the “Public Utility Grantees”), and successor’s in interest to the Grantor Property (defined below) (“Successor Grantees”).

RECITALS

WHEREAS, Grantor is the owner of real property identified as Parcel Nos. 21-175-0001; 21-175-0002; and 21-175-0003, located in Weber County, State of Utah (herein the Grantor Property”); and

WHEREAS, Grantor desires to grant a blanket public utility easement for ingress, egress, access and reasonable use over and through a portion of the Grantor Property to the public utility companies supplying public utility facilities to the Grantor Property and other parcels of real property of the Sunshine Valley Estates Subdivision. This easement will permit utility companies which are subject to the jurisdiction of the Utah State Public Service Commission, or any mutual corporation providing gas, electricity, water, sewer, telephone, or other utility product or services for use by the general public (“Public Utility Companies”).

WHEREAS, Grantor also desires to grant an easement over the same easement area to serve as a shared driveway access for each parcel consisting of the Grantor Property, to the benefit of the Successor Grantees.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

- 1. Grant of Utility Easement.** Grantor hereby grants to the Public Utility Grantees, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation

and replacement of underground, surface or above ground utility pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, data, video, telecommunication and similar uses, sewer, storm drainage (including retention ponds) and all types of water that are intended, designed and used for the benefit of the Grantor Property under, through and across the Easement Property (described below) from time to time reasonably necessary or convenient to the use of the Grantor Property and any buildings, improvements, landscaping thereon (the "Utility Easement").

2. Grant of Easement for Shared Driveway Access. Grantor hereby grants a perpetual easement over the Easement Property for the purpose of shared driveway access to Successor Grantees over any of the parcels of the Grantor Property (the "Access Easement").

3. Easement Property. The Easement Property for both the Utility Easement and the Access Easement is defined and described as follows:

A 26 FOOT ACCESS EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF WAY-LINE OF 850 SOUTH STREET, SAID POINT BEING SOUTH 89°31'10" EAST 1249.70 FEET AND NORTH 00°28'50" EAST 204.21 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 16 (SOUTH QUARTER CORNER BEING NORTH 89°31'10" WEST 2616.48 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16); THENCE NORTH 07°39'33" WEST 6.40 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 55.67 FEET, A DELTA ANGLE OF 63°47'56", A CHORD BEARING OF NORTH 24°14'25" EAST, AND A CHORD LENGTH OF 52.84 FEET; THENCE NORTH 56°08'23" EAST 115.14 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 24.50 FEET, A DELTA ANGLE OF 09°21'23", A CHORD BEARING OF NORTH 60°49'04" EAST, AND A CHORD LENGTH OF 24.47 FEET; THENCE NORTH 65°29'46" EAST 132.04 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 44.43 FEET, A DELTA ANGLE OF 16°58'10", A CHORD BEARING OF NORTH 73°58'51" EAST, AND A CHORD LENGTH OF 44.26 FEET; THENCE NORTH 82°27'56" EAST 139.05 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 33.61 FEET, A DELTA ANGLE OF 25°40'38", A CHORD BEARING OF NORTH 69°37'36" EAST, AND A CHORD LENGTH OF 33.33 FEET; THENCE NORTH 56°47'17" EAST 32.15 FEET; THENCE NORTH 06°06'21" EAST 33.61 FEET; THENCE SOUTH 56°47'17" WEST 53.45 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 49.00 FEET, AN ARC LENGTH OF 21.96 FEET, A DELTA ANGLE OF 25°40'38", A CHORD BEARING OF SOUTH 69°37'36" WEST, AND A CHORD LENGTH OF 21.78 FEET; THENCE SOUTH 82°27'56" WEST 139.05 FEET; THENCE ALONG A TANGENT CURVE

TURNING TO THE LEFT WITH A RADIUS OF 176.00 FEET, AN ARC LENGTH OF 52.13 FEET, A DELTA ANGLE OF 16°58'10", A CHORD BEARING OF SOUTH 73°58'51" WEST, AND A CHORD LENGTH OF 51.94 FEET; THENCE SOUTH 65°29'46" WEST 132.04 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 176.00 FEET, AN ARC LENGTH OF 28.74 FEET, A DELTA ANGLE OF 09°21'23", A CHORD BEARING OF SOUTH 60°49'04" WEST, AND A CHORD LENGTH OF 28.71 FEET; THENCE SOUTH 56°08'23" WEST 115.14 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 76.00 FEET, AN ARC LENGTH OF 84.63 FEET, A DELTA ANGLE OF 63°47'56", A CHORD BEARING OF SOUTH 24°14'25" WEST, AND A CHORD LENGTH OF 80.32 FEET; THENCE SOUTH 07°39'33" EAST 8.25 FEET TO THE NORTHERLY RIGHT-OF-WAY-LINE OF 850 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 183.00 FEET, AN ARC LENGTH OF 26.09 FEET, A DELTA ANGLE OF 08°10'05", A CHORD BEARING OF NORTH 78°15'25" EAST, AND A CHORD LENGTH OF 26.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,831 SQUARE FEET OR 0.363 ACRES.

A map showing the Easement Property is attached as Exhibit A.

4. Grantor's Use. It is acknowledged that Grantor, or its successors, intends to construct buildings and other improvements upon the Grantor Property and nothing contained herein shall be deemed to prohibit or restrict Grantor or its successors from construction of any buildings or improvements upon the Grantor Property, subject to the reasonable requirements of the Public Utility Grantee, and upon the construction of any building or improvements upon the Grantor Property, the Public Utility Easement created hereby shall be subject to such improvements as are constructed and shall be used by the Public Utility Grantee in a manner which is consistent with the buildings and improvements constructed upon the Grantor Property and which, to the extent possible, will minimize interference with and will be compatible with the construction and use of said buildings and improvements. Grantor reserves unto itself, its successors and assigns, the right to continue to use the Easement Property for the use of Grantor and any other individuals, entities or the like that have or will have access to the Easement Property, so long as such use by Grantor, its successors and assigns, does not unreasonably interfere with Grantee's permitted uses of the Easement Property.

5. Covenants to Run with Land. Each provision of this Agreement shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of each Grantee and their respective successors and assigns, all of which persons may enforce any obligation and right created by this Agreement. This Agreement shall be binding on Grantor, the Easement Property and Grantor Property and all interests in the Easement Property and Grantor Property shall be subject and subordinate to this Agreement and this Agreement shall be prior

and superior to such interests and rights. Any person acquiring any interest in or occupying any part of the Grantor Property, the Easement Property, or either of them, shall, upon and by virtue of such interest or occupancy, agree to be bound by this Agreement.

6. Obligations of Grantees. Notwithstanding anything in this Agreement to the contrary, a Public Utility Grantee shall restore or repair, to a condition reasonably acceptable to Grantor, at the expense of the Public Utility Grantee, any fence, grass, soil, shrubbery, bushes, flowers, other low-level vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt damaged or displaced from the exercise of the easement rights described in this Agreement. Each Public Utility Grantee shall defend, indemnify and hold harmless the Grantor from any damages, claims, suits, actions, or expenses, brought against Grantor by any third-party for personal injury or property damage arising from the acts or omissions of a Public Utility Grantee while exercising the easement right described in this Agreement.

7. Binding on Successors. The grantee of any interest in the Grantor Property, or any portion thereof, by acceptance of such conveyance or entering into any contract for such interest, whether from Grantor or any of its successors in interest, shall accept such interest or enter into such contract subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for him and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8. Separability. If any portion of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. The Recitals are integral part of this Agreement and are hereby incorporated by reference into this Agreement.

10. Amendment. This Agreement and the Easement may be amended or terminated only by a written instrument signed by the then current owner(s) of the Easement Property and the Public Utility Grantees at the time of execution of such written instrument and duly recorded in the records of the County Recorder of Weber County, Utah.

11. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12. Enforcement. The parties of this Agreement shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Agreement. Such right shall include, without limitation, the right to specific performance and injunction.

13. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements or lack of use of the Easement shall not result in or be construed to be an abandonment, termination or waiver of any right or interest under the Easement or Agreement or the right to insist upon performance or compliance in the future.

14. Disputes. If any action is brought to enforce or interpret any of the covenants, provisions, or requirements of the Easement or this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and related costs (including those incurred in connection with any appeal), the amount of which shall be determined by the court and made part of any judgment rendered.

15. Interpretation. This Agreement and the Easement shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

16. Affect of Breach. No breach of this Agreement shall entitle any owner of the effected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any rights or remedies which such owner of real property may have under this Agreement or at law or in equity by reason of any such breach.

17. Governing Law and Jurisdiction. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement. Jurisdiction and venue of any such action relating to the Easement or this Agreement shall be in the Second Judicial District Court, Weber County, State of Utah.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

[Signature Page to Follow]

GRANTOR: Matthew Lowe

By: *[Signature]*
Matthew Lowe

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5th day of ~~March~~ April, 2023, personally appeared before me Matthew Lowe, the signer of the within instrument who duly acknowledged to me that he executed the same.



[Signature]
Notary Public

GRANTOR: Lowe Properties LLC

By: *[Signature]*
Its: Matthew Lowe, manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 5th day of ~~March~~ April, 2023, personally appeared before me Matthew Lowe, the signer of the within instrument who duly acknowledged to me that he executed the same.



[Signature]
Notary Public

EXHIBIT A

