



\*W3286282\*

When Recorded, Mail To:

E# 3286282 PG 1 OF 14  
Leann H. Kilts, WEBER COUNTY RECORDER  
08-Jun-23 0159 PM FEE \$40.00 DEP TH  
REC FOR: MILLER HARRISON LLC  
ELECTRONICALLY RECORDED

Tax Parcel No(s): 21-005-0007; 21-172-0001; 21-172-0002 and 21-172-0003

*(Space Above for Recorder's Use Only)*

**UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into on this the 8 day of June, 2023 (the “**Effective Date**”), Jeff L. Stoker and Wendy D. Stoker, husband and wife, and Val J. Stoker and Susan Stoker as trustees of THE VAL AND SUSAN STOKER FAMILY LIVING TRUST dated January 9, 2015(collectively, the “**Grantor**”), CW LAND CO., LLC, a Utah limited liability company, and Scott R. Brusseau and Lisa J. Brusseau, husband and wife, Lance J. Reese and Nancy Reese, husband and wife, and their respective successors (collectively, the “**Grantee**”). Grantor and Grantee are at time referred to herein individually as “**Party**” and collectively as “**Parties**”.

**RECITALS**

A. Grantor is the owner of that certain real property located in Weber County Utah, more particularly described on **Exhibit A-1** (the “**Grantor Property**”).

B. Grantee is the owner of that certain real property located in Weber County, Utah more particularly described on **Exhibit A-2** (the “**Grantee Property**”).

C. Grantor desires to grant and Grantee desires to receive certain perpetual, non-exclusive utility and access easements on, over, across, under and through a certain portion of the Grantor Property, more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the purposes more fully set forth in this Agreement.

D. Grantor is willing to convey such easements to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. **Grant of Utility Easement; Runs With the Land.** Grantor does hereby convey, without warranty, unto Grantee, for the benefit of Grantee, the following easements and rights

(collectively, the “**Utility Easement**”): (i) a non-exclusive easement on, over, across, under and through the Easement Area for the purposes of operating, constructing, replacing, relocating, removing, operating, using, maintaining, and repairing secondary water utility lines and related facilities (collectively, the “**Utility Improvements**”); and (ii) a non-exclusive right to use all rights of Grantor in and to any other agreements, easements, licenses, or access rights (whether located on, over, across, under and through the Grantor Property or other properties), whether recorded or unrecorded, connecting the Easement Area to the Weber Basin canal and to construct, replace, remove, operate, use, maintain, and repair the Utility Improvements on, over, across, under and through such properties. Grantee hereby agrees that, except as required by the utility provider, the Utility Improvements shall be constructed and placed underground and shall not be visible from the surface of the Grantor Property. All costs of the Utility Improvements owned by Grantee and all construction, replacement, relocation, removal, operation, use, maintenance and/or repair thereof, shall be the sole responsibility of Grantee; provided, however, any damage to the Utility Improvements caused by Grantor or its family, guests, agents, employees, consultants, contractors, and subcontractors shall be repaired by Grantee at Grantor’s sole cost and expense.

The Utility Easement, together with the Access Easement (defined below) (collectively, the “**Easement**”), shall (i) constitute a servitude on the Easement Area and the Grantor Property, (ii) be appurtenant to and for the benefit of the Grantee Property, and any portion thereof, (iii) run with the land, and (iv) bind and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties. If the Grantee Property is hereafter further divided, whether by subdivision, lot split, separation of ownership or by lease or other means, all parts of the Grantee Property shall enjoy the benefit of the Easement. If Grantee acquires the ROFR Property, or any portion thereof, then (i) all parts of the ROFR Property acquired by Grantee and its successors and assigns shall enjoy the benefit of the Easement; and (ii) if required by Grantee, the Easement Area shall be modified by agreement of the Parties so that the ROFR Property acquired by Grantee and its successors and assigns is benefitted by the Easement.

2. **Access.** Grantee and its agents, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area, and to cross the Grantor Property as necessary or reasonable for the purposes permitted by this Agreement, (“**Access Easement**”). Grantee shall enter upon the Easement Area or Grantor Property at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the unreasonable condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents. In the event Grantee needs to access the Easement Area or cross the Grantor Property to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor’s use and occupancy of the Easement Area, and (ii) except in the case of an emergency, perform such work from 8:00 AM to 6:00 PM Mountain Time.

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area. Without limiting the above and subject to Section 7.5 below, Grantor reserves the right to request the relocation of the Utility Improvements and the Easement Area upon development of the Grantor Property at Grantor’s sole cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality

and such relocation terminates the use of the easement in its prior location. Grantee hereby understands and agrees that the Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not prevent or impair the use or exercise of the Easement rights granted herein.

4. **Maintenance and Restoration.** Except as otherwise set forth herein, Grantee, at its sole cost and expense, shall maintain and repair the Utility Improvements owned by Grantee and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to a similar condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents.

5. **Compliance with Laws** Grantee will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

6. **Remedies.** If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or in equity.

7. **Miscellaneous.**

7.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and assigns.

7.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to the Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.3. **Captions**. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

7.4. **Relationship of the Parties**. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

7.5. **Amendment**. This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

7.6. **Counterparts**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

7.7. **Attorney Fees**. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.8. **Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**GRANTOR**

JEFF L. STOKER

Signature: *Jeff L. Stoker*

Date: 5/22/2023

**GRANTOR**

WENDY D. STOKER

Signature: *Wendy D Stoker*

Date: 5/22/2023

STATE OF UTAH )  
 )  
COUNTY OF Weber )  
 )  
 :SS

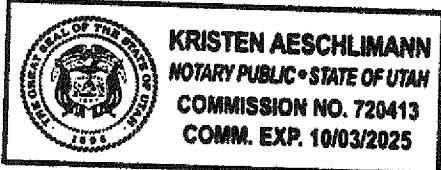
On this 22<sup>nd</sup> day of May 2023, before me personally appeared Jeff L. Stoker and Wendy D. Stoker, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

WITNESS my hand and official seal.

*Kristen Aeschlimann*  
Notary Public for the State of Utah

(seal)

My Commission Ends: 10/03/2025



**GRANTOR**

SUSAN STOKER AS TRUSTEE OF THE VAL  
AND SUSTAN STOKER FAMILY LIVING  
TRUST DATED JANUARY 9, 2015.

Signature: Susan Stoker

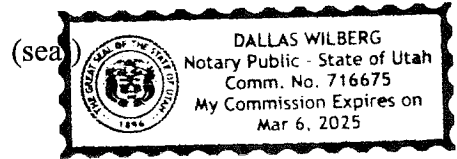
Date: 5/25/23

STATE OF UTAH )  
 )  
 ) :ss  
COUNTY OF Weber )

On this 25<sup>th</sup> day of May 2023, before me personally appeared Susan Stoker, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

WITNESS my hand and official seal.

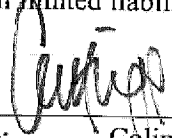
Dallas Wilberg  
Notary Public for the State of Utah



My Commission Ends: March 6<sup>th</sup>, 2025

**GRANTEE**

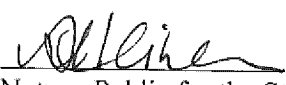
CW LAND CO., LLC,  
a Utah limited liability company

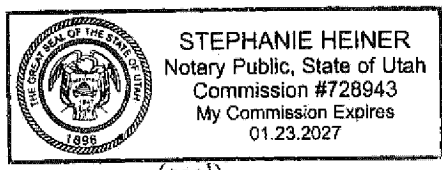
By:   
Name: Colin Wright  
Title: Manager

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Davis )

On this 7 day of June, 2023, before me personally appeared Colin Wright who indicated to me that he is the Manager of CW Land Co., LLC, a Utah limited liability company, and that he duly acknowledged to me that he executed the foregoing instrument as a free and voluntary act for an on behalf of the said limited liability company.

WITNESS my hand and official seal.

  
Notary Public for the State of Utah



(seal)

My Commission Ends: 01/23/2027

**GRANTEE**  
SCOTT R. BRUSSEAU

Signature:           *Scott R. Brusseau*          

Date:           5-30-23          

**GRANTEE**  
LISA J. BRUSSEAU

Signature:           *Lisa J. Brusseau*          

Date:           5-30-23          

STATE OF UTAH                         )  
  ) :ss  
COUNTY OF           Weber           )

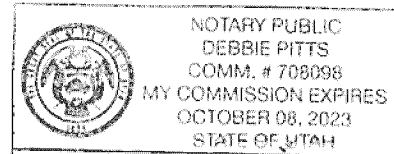
On this 30 day of May 2023, before me personally Scott R. Brusseau and Lisa Brusseau, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

WITNESS my hand and official seal.

          *Debbie Pitts*            
Notary Public for the State of Utah

(seal)

My Commission Ends:           10-08-2023          





**GRANTEE**  
LANCE J. REESE

By: Lance J. Reese  
Name: Lance J. Reese

**GRANTEE**  
NANCY REESE

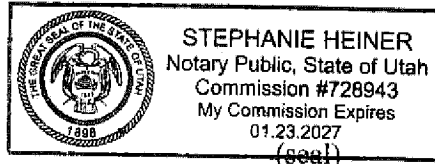
By: Nancy Reese  
Name: Nancy Reese

STATE OF UTAH )  
 )  
COUNTY OF Davis ) :SS  
 )

On this 8<sup>th</sup> day of June 2023, before me personally Lance J. Reese and Nancy Reese, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

WITNESS my hand and official seal.

Stephanie Heiner  
Notary Public for the State of Utah



My Commission Ends: 01.23.2027

**EXHIBIT A-1**

## Legal Description of Grantor Property

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION 207.09 FEET NORTH 88D25' EAST FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 2D55' WEST 240 FEET; THENCE NORTH 72D23' EAST 259 FEET; THENCE SOUTH 30D5' EAST 360 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 88D25' WEST ALONG SAID LINE 415.3 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY FOR ALL PURPOSES OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF THE SOUTHEAST QUARTER OF SAID SECTION 6: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD 14.73 CHAINS WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION AND NORTH 1D40' WEST 528 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 336.6 FEET; THENCE NORTH 11 FEET; THENCE SOUTH 57D18' WEST 872.3 FEET; THENCE SOUTH 30D05' EAST 23.36 FEET; THENCE NORTH 57D18' EAST 858.77 FEET; THENCE EAST 337.1 FEET TO CENTER OF ROAD; THENCE NORTH 16 FEET TO THE PLACE OF BEGINNING.

Including Parcel Number 21-005-0007

**EXHIBIT A-2****Legal Description of Grantee Property**

**All of SKY RANCH, according to the official plat therefor, recorded as Entry No. 3241023 on June 14, 2022 in the office of the Weber County Recorder including:**

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 6 AND THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 2136.61 FEET AND EAST 1284.36 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6); THENCE S89°41'10"E 806.34 FEET; THENCE N00°18'50"E 842.75 FEET; THENCE N89°12'26"E 553.47 FEET; THENCE S02°03'42"E 1088.90 FEET; THENCE S03°33'20"E 240.34 FEET; THENCE S02°23'08"E 1142.83 FEET; THENCE S37°42'02"W 66.30 FEET; THENCE S43°19'55"W 117.30 FEET; THENCE S42°52'25"W 115.92 FEET; THENCE S43°42'00"W 94.49 FEET; THENCE S41°51'13"W 48.24 FEET; THENCE S06°30'55"W 29.26 FEET; THENCE S42°51'32"W 127.07 FEET; THENCE S75°45'41"W 81.86 FEET; THENCE S75°07'00"W 241.01 FEET; THENCE S73°23'42"W 330.39 FEET; THENCE S72°06'50"W 73.62 FEET; THENCE N01°58'03"E 152.99 FEET; THENCE N71°21'28"E 121.64 FEET; THENCE N08°57'13"W 457.35 FEET; THENCE N00°43'17"W 308.85 FEET; THENCE S89°42'06"W 419.94 FEET; THENCE N00°31'41"W 168.00 FEET; THENCE N89°42'05"E 325.32 FEET; THENCE N00°17'55"W 413.08 FEET; THENCE S89°42'05"W 324.42 FEET; THENCE N00°12'18"W 740.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,961,308 SQUARE FEET OR 67.982 ACRES MORE OR LESS.

**Including Parcel Numbers: 21-172-0001; 21-172-0002 and 21-172-0003**

**EXHIBIT A-1**

## Legal Description of Grantor Property

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION 207.09 FEET NORTH 88D25' EAST FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 2D55' WEST 240 FEET; THENCE NORTH 72D23' EAST 259 FEET; THENCE SOUTH 30D5' EAST 360 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 88D25' WEST ALONG SAID LINE 415.3 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY FOR ALL PURPOSES OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF THE SOUTHEAST QUARTER OF SAID SECTION 6: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD 14.73 CHAINS WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION AND NORTH 1D40' WEST 528 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 336.6 FEET; THENCE NORTH 11 FEET; THENCE SOUTH 57D18' WEST 872.3 FEET; THENCE SOUTH 30D05' EAST 23.36 FEET; THENCE NORTH 57D18' EAST 858.77 FEET; THENCE EAST 337.1 FEET TO CENTER OF ROAD; THENCE NORTH 16 FEET TO THE PLACE OF BEGINNING.

Including Parcel Number 21-005-0007

**EXHIBIT A-2**

**Legal Description of Grantee Property**

All of SKY RANCH, according to the official plat therefor, recorded as Entry No. 3241023 on June 14, 2022 in the office of the Weber County Recorder including:

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 6 AND THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 2136.61 FEET AND EAST 1284.36 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6); THENCE S89°41'10"E 806.34 FEET; THENCE N00°18'50"E 842.75 FEET; THENCE N89°12'26"E 553.47 FEET; THENCE S02°03'42"E 1088.90 FEET; THENCE S03°33'20"E 240.34 FEET; THENCE S02°23'08"E 1142.83 FEET; THENCE S37°42'02"W 66.30 FEET; THENCE S43°19'55"W 117.30 FEET; THENCE S42°52'25"W 115.92 FEET; THENCE S43°42'00"W 94.49 FEET; THENCE S41°51'13"W 48.24 FEET; THENCE S06°30'55"W 29.26 FEET; THENCE S42°51'32"W 127.07 FEET; THENCE S75°45'41"W 81.86 FEET; THENCE S75°07'00"W 241.01 FEET; THENCE S73°23'42"W 330.39 FEET; THENCE S72°06'50"W 73.62 FEET; THENCE N01°58'03"E 152.99 FEET; THENCE N71°21'28"E 121.64 FEET; THENCE N08°57'13"W 457.35 FEET; THENCE N00°43'17"W 308.85 FEET; THENCE S89°42'06"W 419.94 FEET; THENCE N00°31'41"W 168.00 FEET; THENCE N89°42'05"E 325.32 FEET; THENCE N00°17'55"W 413.08 FEET; THENCE S89°42'05"W 324.42 FEET; THENCE N00°12'18"W 740.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,961,308 SQUARE FEET OR 67.982 ACRES MORE OR LESS.

Including Parcel Numbers: 21-172-0001; 21-172-0002 and 21-172-0003

**EXHIBIT B**

## Legal Description of the Easement Area

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT, SAID POINT BEING SOUTH 2400.92 FEET AND EAST 2689.26 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6);  
THENCE N88°28'44"E 7.65 FEET; THENCE N84°47'33"E 72.36 FEET; THENCE N61°06'03"E 182.29 FEET; THENCE N59°38'00"E 230.66 FEET; THENCE N42°28'41"E 168.21 FEET; THENCE N24°35'24"E 89.70 FEET; THENCE N27°50'20"E 171.57 FEET; THENCE N23°03'08"E 127.65 FEET; THENCE N33°03'27"E 150.26 FEET; THENCE N88°58'05"E 24.15 FEET; THENCE S33°03'27"W 162.05 FEET; THENCE S23°03'08"W 126.73 FEET; THENCE S27°50'20"W 171.84 FEET; THENCE S24°35'24"W 92.28 FEET; THENCE S42°28'41"W 174.38 FEET; THENCE S59°38'00"W 233.93 FEET; THENCE S61°06'03"W 186.74 FEET; THENCE S84°47'33"W 77.20 FEET; THENCE S88°28'44"W 7.58 FEET; THENCE N03°33'20"W 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,331 SQUARE FEET OR 0.559 ACRES MORE OR LESS.