

WHEN RECORDED, RETURN TO:

The Rose at Farmington Owners Association, Inc.
Attn: Legal Department
1222 W. Legacy Crossing Blvd., Ste. 6
Centerville, UT 84014

Affecting Parcel No.(s): 08-677-0357

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective for all purposes as of the 5 day of August, 2022 by and between The Rose at Farmington Owners Association, Inc., a Utah non-profit corporation ("**Grantor**"), and ~~Doug~~^{Douglas} V. and Teresa A. Wood, as joint tenants (collectively, the "**Grantee**") (the Parties may be referred to herein collective as the "**Parties**" or each individually a "**Party**").

A. Grantor holds fee simple title to that certain parcel of real property located in Davis County, Utah, which real property is more particularly described on the attached Exhibit A (the "**Grantor Property**"). Grantor is the homeowners' association of and for the ROSE planned residential unit development.

B. Grantee holds fee simple title to that certain parcel of real property located just South of and adjacent to the Grantor property in Davis County, Utah, which real property is more particularly described on the attached Exhibit B (the "**Grantee Property**").

C. Grantee desires to receive certain perpetual, non-exclusive utility easement on, over, across, under and through the Grantor Property for the purposes more fully set forth in this Agreement. Subject to the terms and conditions of this Agreement, Grantor is willing to grant to Grantee an easement over, upon, across, and through the Grantor Property, in the location described and depicted on the attached Exhibit C (the "**Easement Area**") for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

1. Grant of Utility Easement. Subject to the provisions of this Agreement, Grantor does hereby grant, convey, transfer and assign to Grantee a non-exclusive easement (the "**Easement**") over, upon and across the Easement Area for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing utility infrastructure along with associated surface structures, if any, and any other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use, together with the right to improve and maintain the Easement Area as appropriate for such use.

2. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway, within the Easement Area and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (i) change the contour within the Easement Area without the prior written consent of Grantee, as determined in its reasonable discretion; (ii) plant deep-rooted trees, or vegetation that will damage Grantee's facilities and infrastructure within the Easement Area; or (iii) place personal property within the Easement Area which unreasonably interferes with

Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities and infrastructure.

3. Restoration. Upon completion of any installation, repair, or maintenance work contemplated herein, Grantee agrees to promptly resotre the surface of the disturbed area to a condition substantially similar to that existing prior to any such disturbance.

4. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (i) shall constitute a covenant running with the land; (ii) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Properties to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such -right-of-way, easement, covenant or restriction is to be performed on such portion; and (iii) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Any transferee of the Grantor Property or any portion thereof shall automatically be deemed to have assumed and agreed to be personally bound by the covenants and agreements contained in this Agreement.

5. Limit of Benefit. Nothing contained in the Agreement shall be deemed a gift or dedication of any portion of the Grantor Property to the general public or for the public or for any public purpose.

6. Indemnification. Grantee understands and acknowledges that there is inherent risk by accessing and using the Easement Area insofar as improvement activities will be taking place thereon. Unless caused by the gross negligence or willful misconduct of Grantor, Grantee accepts all risks and liabilities related to the use and access of the Easement Area of Grantee and its agents, employees, suppliers, and contractors. Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims, causes of action, damages, liabilities, or litigation arising from the use of the Easement Area by Grantee and its agents, employees, suppliers, contractors, unless caused by the gross negligence or willful misconduct of Grantor.

7. Miscellaneous.

7.1 Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

7.2 In the event of a default by a party hereunder, the non-defaulting party shall have the right to prosecute any proceedings at law or in equity against the defaulting party hereto, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.3 No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement

shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

7.4 It is expressly agreed that no breach of or event of default under this Agreement shall: (i) entitle any party to cancel, rescind, or otherwise terminate this Agreement; or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Grantor Property. This limitation shall not affect in any manner any other rights or remedies that a party may have hereunder by reason of any such breach or default.

7.5 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

7.6 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

7.7 This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their assigns, heirs, personal representatives and other successors.

7.8 No amendment hereto shall be effective unless such amendment has been executed and notarized by the parties or their respective successors and further provided that any such amendment is recorded in the Davis County Recorder's Office.

7.9 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

7.10 This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

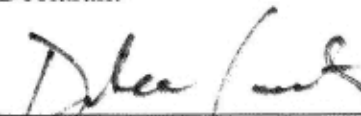
[Remainder of page intentionally left blank. Signature pages follow immediately.]

IN WITNESS WHEREOF, the parties have executed this Temporary Easement Agreement the day and year first above written.

GRANTOR:

The Rose at Farmington Owners Association, Inc.,
a Utah non-profit corporation

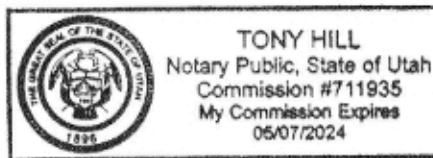
By: CW South Davis Rose, LLC,
a Delaware limited liability company
Its: Declarant

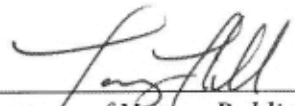
By: 
Name: DARLENE CARTER
Title: AUTHORIZED PERSONAL REPRESENTATIVE

STATE OF UTAH)
)
COUNTY OF DAVIS)

On this 5 day of August, 2022, personally appeared before me DARLENE CARTER, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Authorized Representative of CW South Davis Rose, LLC, a Delaware limited liability company, the Declarant of The Rose at Farmington Owners Association, Inc., a Utah non-profit corporation, and that said document was signed by him/her in behalf of said non-profit corporation by authority of its governing documents, and said DARLENE CARTER acknowledged to me that said non-profit corporation executed the same.

WITNESS my hand and official seal.




Signature of Notary Public

(seal)

[ADDITIONAL PAGES FOLLOW]

GRANTEE:

By: *D. V. Wood*
 Name: ~~Doug V. Wood~~
Douglas

By: *L. A. Wood*
 Name: ~~Theresa A. Wood~~
TERESA

STATE OF UTAH

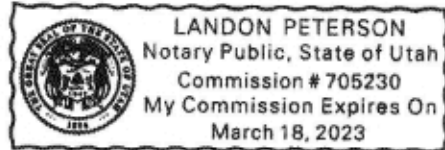
COUNTY OF DAVIS

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)
DOUGLAS *TERESA*

On this 5 day of August in the year 2022, before me, Landon Peterson a notary public, personally appeared Doug V. and Theresa A. Wood, 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.

Landon Peterson
 (Notary Signature)



(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

The following described real property located in Davis County, Utah:

ALL OF ACCESS EASEMENT, THE ROSE PLANNED RESIDENTIAL DEVELOPMENT ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE DAVIS COUNTY RECORDER, RECORDED ON MAY 23, 2022, AS ENTRY NO. 3478321 IN BOOK 8015 ON PAGE 180.

Parcel No. 08-677-0357 (for reference purposes only)

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

A PORTION OF THE SE 1/4 OF SEC 13-T3N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE W'LY LINE OF STATE ROAD 106 (MAIN STR) LOC N $0^{\circ}12'53''$ W (DAVIS CO SURVEY: N $0^{\circ}16'50''$ W) ALG THE SEC LINE 2418.66 FT & W 923.68 FT FR THE SE COR OF SEC 13-T3N-R1W, SLB&M; SD PT IS ALSO LOC BY SURVEY AS N $89^{\circ}13'42''$ E ALG THE 1/4 SEC LINE 1718.47 FT & S 227.20 FT FR A FOUND DAVIS CO MONU MARKING THE CENTER 1/4 COR OF SD SEC 13, (SD CENTER 1/4 COR BEING LOC BY SURVEY AS N $0^{\circ}12'53''$ W (DAVIS CO SURVEY: N $0^{\circ}16'50''$ W 2657.60 FT) ALG THE SEC LINE 2658.29 FT TO THE E 1/4 COR & S $89^{\circ}13'42''$ W (DAVIS CO SURVEY: S $89^{\circ}07'41''$ W 2638.70 FT) ALG THE 1/4 SEC LINE 2641.33 FT FR THE SE COR OF SD SEC 13); TH SE'LY ALG SD ROAD & ALG THE ARC OF A 3470.87 FT NON-TANGENT CURVE (RADIUS BEARS: S $62^{\circ}34'47''$ W) TO THE RIGHT 56.13 FT THROUGH A CENTRAL ANGLE OF $0^{\circ}57'10''$ (CHORD: S $26^{\circ}56'38''$ E 56.13 FT); TH S $26^{\circ}28'08''$ E ALG SD ROAD 14.71 FT TO THE REMNANTS OF A FENCE; TH S $78^{\circ}26'00''$ W ALG SD REMNANTS 88.20 FT; TH N $89^{\circ}26'00''$ W ALG SD REMNANTS & ALG A FENCE LINE 184.35 FT; TH N $88^{\circ}58'00''$ W ALG A FENCE LINE 339.35 FT TO A FENCE COR; TH N $0^{\circ}02'00''$ W 73.40 FT TO A FENCE COR; TH S $89^{\circ}18'00''$ E ALG A FENCE LINE & EXTENSION THEREOF 440.88 FT; TH S $26^{\circ}35'00''$ E 17.13 FT; TH N $81^{\circ}07'00''$ E 131.15 FT TO THE POB. CONT. 1.00 ACRE

Parcel No. 08-054-0111

EXHIBIT C

DEPICTION OF THE EASEMENT AREA

ALL OF ACCESS EASEMENT, THE ROSE PLANNED RESIDENTIAL DEVELOPMENT ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE DAVIS COUNTY RECORDER, RECORDED ON MAY 23, 2022, AS ENTRY NO. 3478321 IN BOOK 8015 ON PAGE 180.

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