

When recorded, please mail to:
The Highlands at Thunder Ridge, LLC
4320 E Lake Creek Farms Rd
Heber City, UT 84032

Ent 503152 Page 1 of 6
Date: 17-MAR-2017 12:05:38PM
Fee: \$20.00 Check Filed By: DMM
SHELLEY BRENNAN, Recorder
DUCESNE COUNTY CORPORATION
For: TRACY LIVINGSTON

GRANT OF EASEMENT AND AGREEMENT

The Highlands at Thunder Ridge, LLC, Tracy Livingston
Chris Watkins

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into this 13th day of March, 2017, by and between Chris M Watkins ("Grantor"), an individual of Farmington, Utah, and the following as Grantees: The Highlands at Thunder Ridge, LLC, a Utah limited liability company, and Tracy Livingston, an individual of Heber City, Utah.

RECITALS

Grantor has agreed to provide an Easement on **Parcel 00-0007-1930 with tax identification number 2540-0001** with such property more particularly described in attached Exhibit "A" (the "Subject Property") for a 50 feet wide roadway and utility access corridor adjacent to the Fruitland Special Service District water line as more particularly described in Appendix B (the "Easement").

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. EASEMENT

1.1 Grant of Easement.

Grantor hereby grants an Easement for use by:

- 1) Property owners and subsequent subdivided property owners of Parcel 00-0007-1914 with tax identification number 2539-0001 (the "Owners");
- 2) Fire and utility personnel as required by Grantee and Owners for fire suppression and property development;
- 3) Grantee;
- 4) Owner's and Grantee's tenants, subtenants, suppliers, customers, agents, contractors, and invitees to whom the Grantee and Owners may choose to extend or delegate such rights (collectively "Permittees")
- 5) Property owners and subsequent subdivided property owners of Parcel 00-0035-0536 with tax identification number 2538-0001-0001, and Parcel 00-0034-9502 with tax identification number 2533-2534-0001 limited solely for use during fire egress emergencies, "the Limited Use Owners".

1.1a Permitted Uses and Limitations: The Easement shall be non-exclusive for ingress, egress, for constructing, installing, operating, maintaining, and repairing a roadway and utilities as required by Grantee, Owners, county regulations, or utility companies. Access shall be limited to road legal licensed vehicles, pedestrians, and utility, fire crew, and construction related equipment.

1.2 Easement Runs with the Land. This Easement shall be appurtenant to the Subject Property and shall run with and for the benefit of the Subject Properties, and all provisions of this Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the Grantee and the Grantor, their respective successors, assigns, mortgagees, tenants and any person or persons claiming under or through any of them.

1.3 Duration. This Agreement and the Easement shall be perpetual unless either of the following occur: i) the Grantor in his sole discretion relocated the Easement to another location within the property and such location is

J. C. W. *J. C. W.*
 Grantor Grantor
 constructed by Grantee at Grantees cost and the relocated Easement is functionally equivalent to the Easement and the infrastructure and road contained therein at the time of start of construction of the infrastructure of the relocated Easement or ii) notwithstanding 1.3(i), at the option of the Grantee, a new easement for the same purposes as this Easement has completed infrastructure construction by the Grantee at the location contained in another easement also executed by Grantor and Grantee on March 13, 2017, "the New Easement".

Upon completion of a relocated Easement's infrastructure and a recording of the relocated Easement described as subject to this easement, or upon completion of construction of infrastructure in the New Easement, the prior Easement location shall be abandoned. Subject to the limitations in this Section 1.3, the Easement shall not be terminated or deemed abandoned by reason of non-use or change in use of the Subject Property; provided.

1.4 Restrictions. No structures above grade may be erected within the Easement unless approved in writing by the Grantee.

1.5 Amended Easement. This Easement may NOT be amended.

2. GENERAL

2.1 Notices. All notices and other communications provided for in this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U. S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Grantor: Chris Watkins, 1922 N Compton Road, Farmington, UT 84025

To Grantees: Tracy Livingston, 4320 E Lake Creek Farms Road, Heber City, UT 84032

If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U. S. Mail, whichever shall first occur.

2.2 Costs. Except as otherwise specifically provided in this Easement Agreement, Grantor and Grantee each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Easement Agreement.

2.3 Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto.

2.4 Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

2.5 Counterparts and Facsimile Signature's. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

2.6 No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

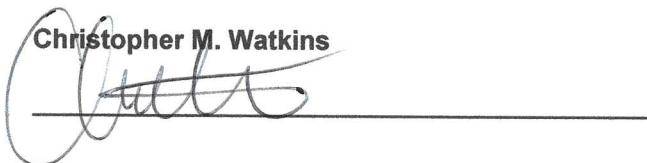
2.7 Covenants Run With the Land. Each right and obligation in this Easement Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Subject Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

2.8 Attorneys' Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Easement Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and my costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

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

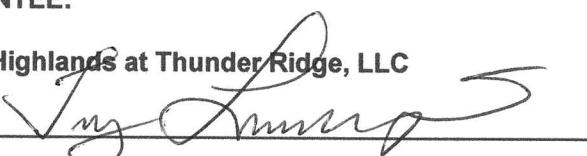
GRANTOR:

Christopher M. Watkins



GRANTEE:

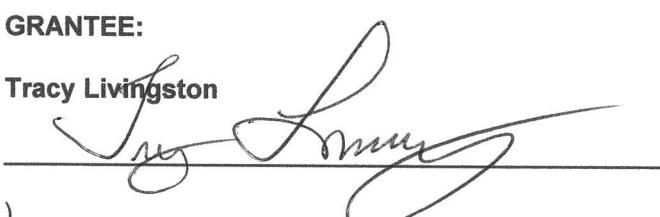
The Highlands at Thunder Ridge, LLC

By: 

It's: Managing Member

GRANTEE:

Tracy Livingston



STATE OF UTAH

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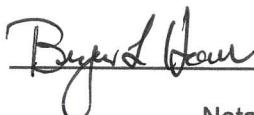
County of Wasatch

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ss.

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On the 13th day of March, 2017 before me, the undersigned Notary Public, personally appeared Tracy Livingston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:



STATE OF UTAH

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ss.

County of Wasatch

On the 13th day of March, 2017 before me, the undersigned Notary Public, personally appeared Christopher M Watkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

cmw

JL

**Exhibit "A" To
Easement Agreement
(Subject Properties Description)**

A parcel of land within Section 27, T 2 S, R 9 W, S.L.B.&M, Duchesne County, Utah and more particularly described as

PARCEL 7 TAX ID: 2540-0001

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 9 WEST, USB&M; THENCE ALONG THE SECTION LINE N89°57'00"E 55.81 FEET, THENCE S00°03'58"W 2929.17 FEET, THENCE S36°50'39"W 51.26 FEET TO THE SECTION LINE, THENCE N51°22'03"W 2787.96 FEET, THENCE N°67'45'16"W 1451.03 FEET, THENCE N52°29'23"W 753.35 FEET TO THE SECTION LINE, THENCE ALONG THE SECTION LINE N88°20'23"E 1331.67 FEET TO THE NORTH QUARTER OF SECTION 34, THENCE S88°33'40"E 2667.30 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

AREA CONTAINING 115.41 ACRES.

Appendix B: Primary Access Easement 2540-0001

