

WAIVER AND ACCESS EASEMENT AGREEMENT

This WAIVER AND ACCESS EASEMENT AGREEMENT (this "Agreement"), dated as of the 13 day of July, 2023, made between **Aaron James Watson and Haley Elizabeth Watson**, as joint tenants ("Grantor"), and **Timpanogos Village MHP, LLC**, a Utah limited liability company, and **MHP #16, LLC**, an Arizona limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of (i) the real property presently designated as PID 37-009-0006, together with the respective improvements thereon (collectively, the "Grantor Property"), which is more particularly described on Exhibit A annexed hereto and made a part hereof;

WHEREAS, Grantee is the owner of the real property presently designated as PID 18-013-0022, which land is more particularly described on Exhibit B annexed hereto and made a part hereof, together with the improvements thereon ("Benefited Property");

WHEREAS, Grantor wishes to grant to Grantee a waiver and certain right of access to a portion of Grantor Property for the benefit of the Benefited Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Waiver. The parties acknowledge and agree that the fence depicted on that certain survey performed by Bock & Clark Corporation initially dated June 15, 2023, known as Project No. 20230194-1-AAC, a copy of which is attached hereto as Exhibit C, identifies the historical border between the properties. Grantor hereby waives and consents to the encroachment by Grantee onto the portion of Grantor Property located south of the current fence line, as depicted on Exhibit C.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor does hereby declare, grant and establish a perpetual non-exclusive appurtenant easement (the "Easement") in favor of and for the benefit of the Benefited Property through the portions of the Grantor Property located south of the fence line depicted on Exhibit C (the "Easement Area") for the purpose of accessing the Easement Area and maintaining a retention wall.

3. Certain Terms and Conditions. Grantor covenants and agrees not to grant any easements or licenses which will interfere with this Agreement.

4. Repair and Maintenance. At its sole cost and expense, Grantee shall repair and maintain the Easement Area in the same good order and condition. Grantor's use of the Easement Area shall not unreasonably and materially interfere with the use of Grantee's and its agents, employees, tenants and invitees. Grantee shall, at Grantee's sole cost and expense, promptly restore the Easement Area, specifically including the fence to the same good condition it was in prior to any repair, replacement or maintenance performed on the Easement Area.

5. Binding Effect. This Agreement shall run with the Easement Area and benefit the Benefited Property, and be binding upon and inure to the benefit of (i) Grantee, together with its heirs, successors and assigns and (ii) Grantor, together with its heirs, successors and assigns. The Easement shall remain appurtenant to the Benefited Property.

6. Amendments. This Agreement shall not be amended, waived, terminated or otherwise modified unless the same shall be in writing and signed by or on behalf of Grantee and Grantor.

7. Further Assurances. Parties shall execute, acknowledge and deliver such further instruments and perform additional acts reasonably requested to effectuate the intent of the Agreement.

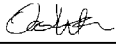
8. Severability. The invalidity of any one or more provisions hereof shall not affect the remaining portions of this Agreement or any part thereof. A breach of a condition or covenant set forth herein will not result in a termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this instrument has been duly executed as of the date and year first above written.

**GRANTOR:**

ENT 50440 : 2023 PG 2 of 9

  
\_\_\_\_\_  
Aaron James Watson

07/13/2023  
02:52 PM MDT

  
\_\_\_\_\_  
Haley Elizabeth Watson

07/18/2023  
03:57 PM MDT

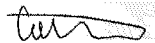
State of Utah )  
County of Salt Lake )ss  
)

The foregoing instrument was acknowledged before me this 13 July, 2023 by Aaron James Watson.

[SEAL]  
My commission expires:  
\_\_\_\_\_



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

  
\_\_\_\_\_  
Residing at:  
111 E. Sego Lily Drive,  
Sandy, UT 84070

07/19/2023  
10:29 AM MDT

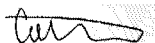
State of Utah )  
County of Salt Lake )ss  
)

The foregoing instrument was acknowledged before me this 13 July, 2023 by Haley Elizabeth Watson.

[SEAL]  
My commission expires:  
\_\_\_\_\_



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

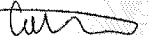
  
\_\_\_\_\_  
Residing at:  
111 E. Sego Lily Drive,  
Sandy, UT 84070

07/19/2023  
10:29 AM MDT



STATE OF UTAH )  
 )§  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 July, 2023 Keith Vanderhout.  
by WITNESS my hand and official seal.

Signature:   
(Seal)

07/19/2023  
10:29 AM MDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

STATE OF UTAH )  
 )§  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 July, 2023 Charles R. Pope.  
by WITNESS my hand and official seal.

Signature:   
(Seal)

07/19/2023  
10:29 AM MDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

Grantor Property

LOT 6, PLAT "A", DEERFIELD PARK SUBDIVISION, IN THE CITY OF OREM, COUNTY OF UTAH, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE EASTERLY 8 FEET OF SAID LOT.

PIP: 37-009-0006

Benefited Property

Beginning at a point which is North 1317.93 feet and East 19.31 feet from the South quarter corner of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 0°06'00" West 647.87 feet; thence North 88°12'00" East 118.21 feet; thence South 0°11'00" East 3.71 feet to a line described in a boundary line agreement recorded December 27, 1977, as Entry No. 43934, in Book 1609, at Page 79 of official Records; thence North 87°56'07" East 806.36 feet along said line; thence North 0°11'00" West 1.05 feet; thence North 88°06'00" East 362.51 feet; thence South 1°10'00" East 672.40 feet; thence South 89°13'05" West 1298.99 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH the effects of that certain Boundary Line Agreement recorded October 2, 2006 as Entry No. 130052:2006 in the Utah County Recorder's office.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land, as disclosed by that certain Quit Claim Deed recorded August 6, 1953 as Entry No. 8822 in Book 633 at Page 239 in the Utah County Recorder's office, to-wit:

Commencing 10 chains South of the Northwest corner of the Southeast quarter of Section 16, Township 6 South, Range 2 East, Salt Lake Meridian, and running thence East 2 rods, thence South 40 rods, thence West 2 rods, thence North 40 rods, to place of beginning.

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land, as disclosed by that certain Warranty Deed recorded April 1, 2010 as Entry No. 26480:2010 in the Utah County Recorder's office, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 16, Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project No. MP-II5-6. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is 1965.81 feet N.0°11'38"W. along the Quarter section line and 24.87 feet East from the South Quarter corner of said Section 16; and running thence N.88°12'05"E. 8.13 feet along the northerly boundary line of said entire tract to a point in the existing easterly right of way line of 1200 West Street; thence N.0°11'38"W. 1.89 feet along said easterly right of way line to the northerly boundary line of said entire tract as described in the Boundary Line Agreement recorded as Entry #130052:2006 in the Utah County Recorder's Office; thence N.89°08'34"E. 7.56 feet along said northerly boundary line to a point 34.00 feet radially distant easterly from the centerline of 1200 West Street, opposite approximate Engineers Station 13+60.69; thence Southwesterly 85.43 feet along the arc of a 549.00-foot radius non tangent curve to the left (chord bears S.3°38'26"W. 85.34 feet); thence S.1°42'23"W. 28.46 feet; thence S.0°09'34"E. 70.85 feet; thence S.89°50'26"W. 9.29 feet to a point in the westerly boundary line of said entire tract; thence N.0°05'55"W. 182.24 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate the above described parcel 0°00'05" counterclockwise to equal record bearings.)

EXHIBIT C  
Easement Area

See copy of survey on the following page.





