

When Recorded Mail To:  
Priority Builders, LLC  
1700 W. 13331 S.  
Riverton, UT 84065

## UTILITY EASEMENT AGREEMENT

**This Construction Easement Agreement** (the "Agreement") is made and entered into this 9 day of October, 2024, by and between:

**Grantor:**

Grantsville Soil Conservation District  
787 E. Erda Way  
Erda, UT 84074  
("Grantor")

**Grantee:**

Priority Builders, LLC  
1700 W. 13331 S.  
Riverton, UT 84065  
("Grantee")

### RECITALS

WHEREAS, Grantor is the owner of certain real property known as Tax ID: 01-075-0-0036, 01-076-0-0005, 01-076-0-0007, 01-076-0-0008, 01-076-0-0009, 01-069-0-0087, 01-076-0-0004, 01-076-0-0003 (the "Grantor Property" a.k.a. the "Easement Area");

WHEREAS, Grantee wishes to obtain an easement to construct, operate, maintain, and access a water line from the Army Depot through the Grantor Property to another parcel(s) owned by or to be owned by Grantee, known as Tax ID: 01-076-0-0004, 01-076-0-0001, 01-076-0-0003 (the "Water Line Parcel");

WHEREAS, the Grantor agrees to grant such an easement to Grantee for the sum of Fifty Thousand Dollars (\$50,000.00), upon the terms and conditions set forth herein.

### AGREEMENT

#### 1. Grant of Easement.

Grantor hereby grants to Grantee, its employees, agents, contractors, and invitees, a non-exclusive easement (the "Easement") over and across the Grantor Property, as described in Exhibit A attached hereto, for the following purposes:

a. **Water Line:** To construct, operate, maintain, and access a water line, including all necessary appurtenances, from the Army Depot through the Grantor Property to the Water Line Parcel.

b. **Lateral Line and Trough:** To install, operate, maintain, and access a lateral water line and trough for providing water to cattle along the Easement area.

## **2. Consideration.**

As consideration for this Easement, Grantee agrees to pay Grantor the sum of Fifty Thousand Dollars (\$50,000.00). Payment shall be made within 30 days following the execution of this Agreement.

## **3. Use of Easement.**

The Easement shall be used in a manner that minimally impacts Grantor's use and enjoyment of the Grantor Property. Grantee shall ensure that all construction and maintenance work is conducted in compliance with all applicable laws, ordinances, and regulations.

## **4. Maintenance and Repairs.**

Grantee shall be responsible for the maintenance and repair of the water line, lateral line, and trough. Grantee agrees to promptly repair any damage to the Grantor Property resulting from the construction or maintenance of the water line. Grantor retains the right to inspect the Easement area and request repairs for any damage that may affect Grantor's property.

## **5. Access and Maintenance Rights.**

Grantee and its agents shall have the right to access the Easement area for the purposes of inspecting, maintaining, repairing, and operating the water line, lateral line, and trough. Grantee agrees to notify Grantor at least 15 days prior to any major construction or maintenance activities unless emergency circumstances require immediate access.

## **6. Indemnification.**

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with Grantee's use of the Easement, except to the extent caused by the negligence or willful misconduct of Grantor.

## **7. Insurance.**

Grantee shall maintain, at its own expense, comprehensive general liability insurance with coverage limits of not less than N/A per occurrence and N/A in the aggregate, naming Grantor as an additional insured. Proof of such insurance shall be provided to Grantor upon request.

## **8. Termination.**

This Agreement may be terminated by either party upon [number] days' written notice if the Easement is no longer needed for the purposes specified herein or if either party fails to comply with the terms and conditions of this Agreement.

## **9. Miscellaneous.**

a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

b. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

c. **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.

d. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

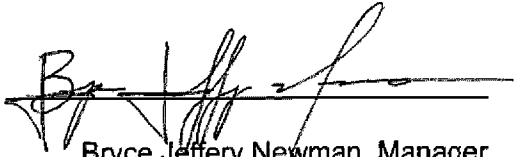
**GRANTOR:**

A handwritten signature in cursive script, appearing to read "Neil Johnson", is written over a horizontal line.

Neil Johnson, Chairperson #8

Grantsville Soil Conservation District

**GRANTEE:**

A handwritten signature in cursive script, appearing to read "Bryce Jeffery Newman", is written over a horizontal line.

Bryce Jeffery Newman, Manager

Priority Builders, LLC

State of Utah) §

County of Salt Lake)

On this 10<sup>th</sup> day of October, in the year 2024, personally appeared before me Niel Johnson, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Chairperson of Grantsville Soil Conservation District and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Chairperson acknowledged to me that name of document signer said Corporation executed the same. Witness my hand and official seal.

  
Notary Public

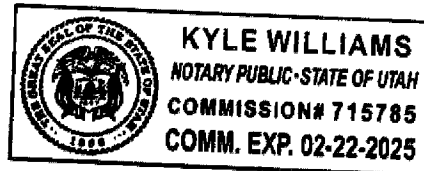


State of Utah) §

County of Salt Lake)

On this 9<sup>th</sup> day of October, in the year 2024, personally appeared before me Bryce Jeffery Newman, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Priority Builders, LLC and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Chairperson acknowledged to me that name of document signer said Corporation executed the same. Witness my hand and official seal.

  
Notary Public



**Exhibit A**  
(Description of the Grantor Property, a.k.a. the Easement Area)

**Parcel One**

The Southeast 1/4 of the Southeast 1/4 Section 8, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-075-0-0036

**Parcel Two**

The Northwest 1/4 of the Southwest 1/4 Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0005

**Parcel Three**

Northeast 1/4 of the Southwest 1/4, Also beginning at the North 1/4 Corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, West 15.5 Chains, South 40 Chains, East 15.5 Chains. Thence North 40 Chains to the Point of Beginning.

**LESS AND EXCEPTING:**

A parcel of land, situate in the Northwest Quarter Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Utah, Tooele County, more particularly described as follows:

Beginning at a point on the measured Quarter Section line, which is located South 0°32'23" West 5.37 feet along said Quarter Section line from the found monument at the North Quarter Corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South 0°32'23" West 90.00feetalong the Quarter Section line;  
thence North 89°45'24" West 1317.01 feet along the extension of the existing south line of Nygreen Street, to the current end of said street;  
thence North 0°14'16" East 90.00 feet to the current end of the north line of said Nygreen Street;  
thence South 89°45'24" East 1317.49 feet along the extension of said north line, to the Point of Beginning.

Parcel contains: 118,552 square feet, or 2.722 acres

Tax ID 01-076-0-0008

**Parcel Four**

The Southeast 1/4 of the Southwest 1/4 Section 9, Township 3 South Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0007

**Parcel Five**

The East 1/2 the Southeast 1/4 of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0009

**Parcel Six**

Beginning at the South 1/4 Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Running thence North 0°08'36" East 536.93 feet, thence 89°36'01" East 1799.95 feet, thence South 89°52'17" East 841.12 feet, thence South 0°07'43" West 528.87 feet, thence South 89°35'57" West 2641 feet to the Point of Beginning.

ALSO, Beginning at the Center of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Running thence East 32.33 feet, South 0°22'48" East 1321.88 feet, thence North 89°51'44" West 32.33 feet, thence North 1321.88 feet to the Point of Beginning.

Tax ID 01-069-0-0087

**Parcel Seven**

Beginning at the Northwest corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 528 feet to the TRUE POINT OF BEGINNING; thence East 1521 feet; thence South 1584.76 feet; thence West 1520 feet; thence North 1584.76 feet to the point of beginning. Also being described as the South 792 feet of the Northwest Quarter of the Northwest Quarter and the North 792.81 feet of the Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0004

**Parcel Eight**

The Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian. LESS AND EXCEPTING therefrom those portions conveyed in that certain Corrective Warranty Deed and Warranty Deed for Exchange of

Properties, recorded December 19, 1986, as Entry No. 4869, in Book 248, at Page 577, of the Official Records, being more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; thence North along the "Forty" line 3428.15 feet, more or less, to the Southeast corner of the "Anderson property" (situate on the East line of of the Northwest Quarter of the Southwest Quarter of Section 4) thence West along the South line of said Andereson property 1320 feet, more or less, to the East line of Section 5, thence South along said Section line 4131.4 feet (said point being 792 feet South of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 9), thence East 1320 feet, more or less, to the East "Forty" line of said Southwest Quarter of the Northwest Quarter, thence North along said Forty line 792 feet to beginning.

Tax ID 01-076-0-0003

**Exhibit B**  
(Description of the Water Line Parcel)

**Parcel One**

Beginning at the Northwest corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 528 feet to the TRUE POINT OF BEGINNING; thence East 1521 feet; thence South 1584.76 feet; thence West 1520 feet; thence North 1584.76 feet to the point of beginning. Also being described as the South 792 feet of the Northwest Quarter of the Northwest Quarter and the North 792.81 feet of the Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0004

**Parcel Two**

Beginning 1320 Feet East of the Northwest Corner of Section 9, Township 3 South, Range 5 West, South 40 Chains, East 4.5 Chains, North 40 Chains West 4.55 chains to the point of beginning.

Tax ID 01-076-0-0001

**Parcel Three**

The Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING therefrom those portions conveyed in that certain Corrective Warranty Deed and Warranty Deed for Exchange of Properties, recorded December 19, 1986, as Entry No. 4869, in Book 248, at Page 577, of the Official Records, being more particularly described as follows:

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Tax ID 01-076-0-0003