

After Recording Return To:

Plumb Investment LC
201 S. Main St., Suite 2000
Salt Lake City, UT 84111

(Space above for recorders use only)

PEAK DRIVE LANDSCAPE AND ENTRANCE EASEMENT AGREEMENT

This Peak Drive Landscape and Entrance Easement Agreement ("Agreement") is made as of this 20 day of July, 2025, by and between ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation and PLUMB INVESTMENT LC, a Utah limited liability company (collectively "Grantee"), and Val Garfield and Karena Garfield, husband and wife as joint tenants ("Grantor") (collectively, the "Parties").

The following recitals of fact are a material part of this Agreement:

A. Grantee owns certain real property located adjacent to the Grantee Property known as ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD, as shown on that certain subdivision plat for the Project entitled "ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD" duly Recorded, as the same may be amended from time to time, and which is incorporated herein by this reference (the "Grantee Property");

B. Grantor owns certain real property located in Iron County, State of Utah, as described in Exhibit A hereto (the "Grantor Property");

C. The Parties desire that a portion of the Grantor Property be designated as the Peak Drive landscaping and entrance easement (the "Easement Area") for the benefit of the Grantee Property for the purposes stated herein, upon and subject to the terms and conditions of this Agreement. The Easement Area consists of that portion of the real property as depicted on Exhibit B hereto that is located within the Grantor Property. Grantor and Grantee acknowledge and agree that the location of the Easement shall be in the approximate location shown on Exhibit B but that the exact location of the Easement Area may differ slightly; provided, however, that the final location shall not materially increase the size or scope of the Easement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement on, over and across the Easement Area for the purpose of constructing, installing, maintaining, using and establishing a rock entrance feature and supplemental landscaping and

certain other improvements (the "Improvements") for the upper private entrance of the Southeast Neighborhood within the Aspen Meadows Community located on Peak Drive.

2. Ingress and Egress. Grantee shall have the right of ingress to and egress from the Easement Area across those portions of the Grantor Property that are contiguous to the Easement Area as may be reasonably necessary to gain access to the Easement Area for the purpose of constructing, operating, installing, maintaining, operating, repairing, inspecting, and protecting the Improvements; provided, however, that such use does not unreasonably interfere with or disrupt the use of the development, construction, use or operation of any portion of the entitled development uses allowed on the Grantor Property. To the extent possible, existing roads shall be used for such ingress and egress.

3. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein is appurtenant to the Grantee Property and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Grantee and Grantor.

4. No Public Use/Dedication. The Easement Area is and shall remain private property except to the extent it becomes a dedicated public street. The use of the Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Easement Area for any public use.

5. Installation and Annual Maintenance. Installation and annual upkeep and maintenance of the Improvements shall be the sole responsibility of Grantee.

6. Code Access to Entrance Gate. Grantee shall provide to Grantor access through the entrance feature via code system for Grantor's personal access and use only, provided, however that such access and use shall be limited to during Grantor's ownership of the Grantor Property only and not to any subsequent owners or assignees of the Grantor Property.

7. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

8. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11. No Third Party Beneficiary Rights. 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 a Party hereto.

12. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Agreement.

The parties hereto have executed this Agreement as of the date first written above.

Grantee:

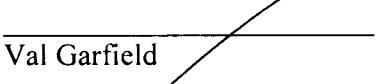
PLUMB INVESTMENT LC, a Utah limited liability company

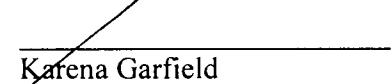
By : 
Name: Walter J. Plumb III
Its: Manager

ASPEN MEADOWS SOUTHEAST
NEIGHBORHOOD COMMUNITY
ASSOCIATION, INC., a Utah nonprofit
corporation

By : 
Name: A. Flint Decker
Its: President

Grantor:


Val Garfield


Karen Garfield

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

On the 31 day of July, 2025, personally appeared before me Walter J. Plumb III, who, being by me duly sworn, did say that he is the Manager of Plumb Investment LC, a Utah limited liability company, and said person acknowledged to me that said company executed the same.

John Curr
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

8-13-2028



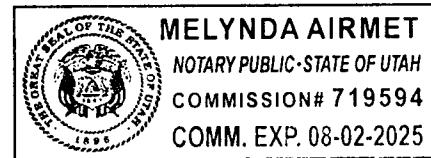
STATE OF UTAH)
COUNTY OF Washington) : ss.

On the 1 day of August, 2025, personally appeared before me Flint Decker, who, being by me duly sworn, did say that he is the President of ASPEN MEADOWS SOUTHEAST NEIGHBORHOOD COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation, and said person acknowledged to me that said company executed the same.

Marilyn
NOTARY PUBLIC
Residing at: Utah

My Commission Expires:

01/21/2021



10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11. No Third Party Beneficiary Rights. 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 a Party hereto.

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The parties hereto have executed this Agreement as of the date first written above.

Grantee:

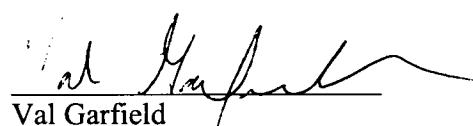
PLUMB INVESTMENT LC, a Utah limited
liability company

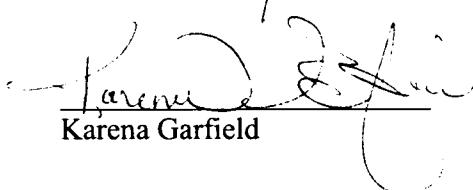
By : _____
Name: Walter J. Plumb III
Its: Manager

ASPEN MEADOWS SOUTHEAST
NEIGHBORHOOD COMMUNITY
ASSOCIATION, INC., a Utah nonprofit
corporation

By : _____
Name: A. Flint Decker
Its: President

Grantor:


Val Garfield


Karena Garfield

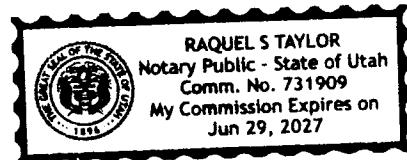
STATE OF UTAH)
COUNTY OF *Salt Lake* ss.

On the 30 day of July, 2025, personally appeared before me Val Garfield, an individual, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Raquel Taylor
NOTARY PUBLIC
Residing at: SLC

My Commission Expires:

June 29, 2027



STATE OF UTAH)
COUNTY OF *Salt Lake* ss.

On the 30 day of July, 2025, personally appeared before me Karena Garfield, an individual, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.

Raquel Taylor
NOTARY PUBLIC
Residing at: SLC

My Commission Expires:

June 29, 2027

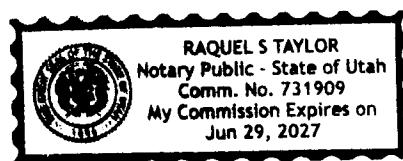


Exhibit A

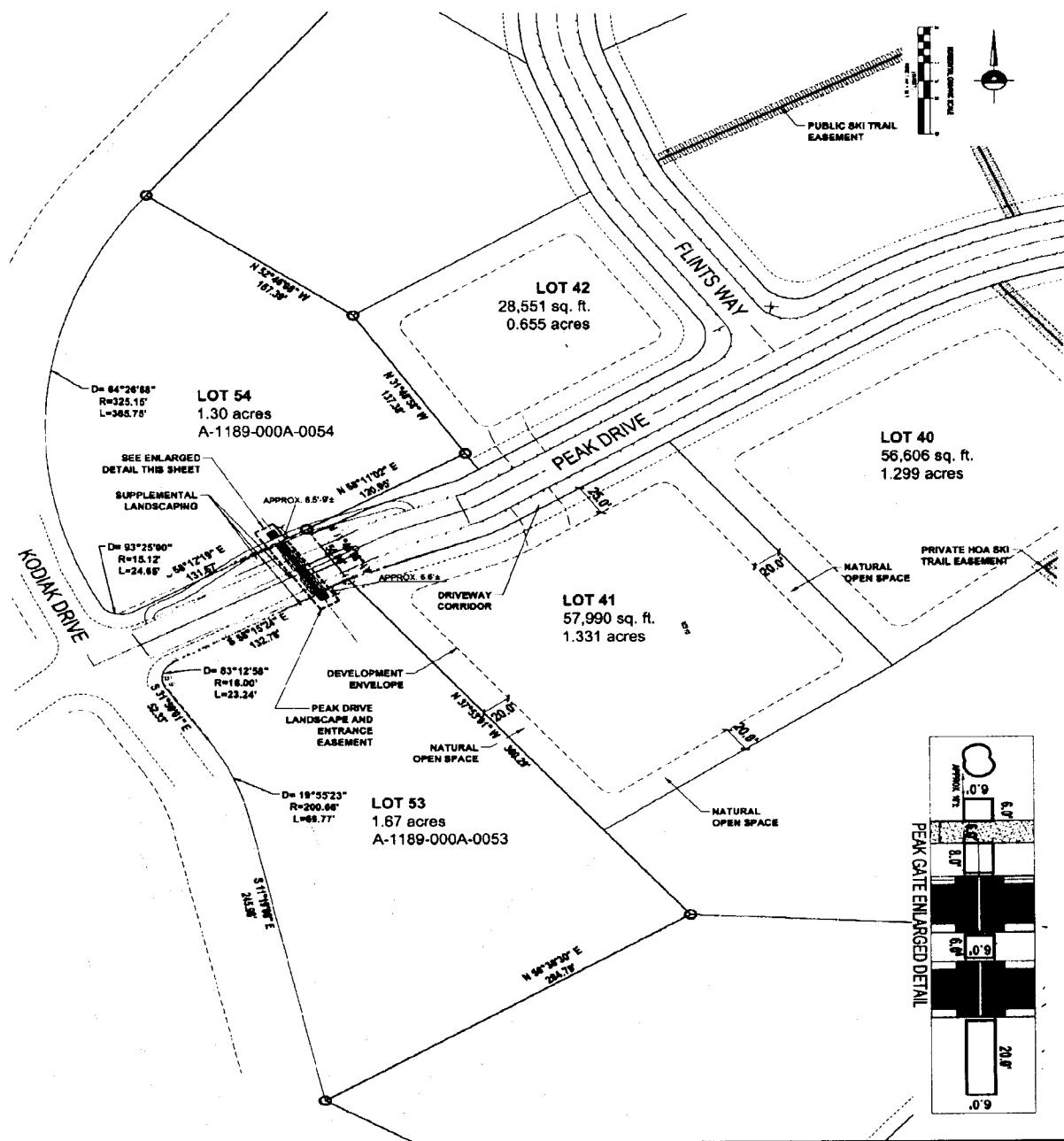
Grantor Property Legal Description

All of Lot Fifty-Four (54), STEAM ENGINE MEADOWS SUBDIVISION, Phase 1, Amended, a Residential Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Iron County, State of Utah.

TAX SERIAL NO. A=1189-000A-0054

EXHIBIT B

Easement Location



**ASPEN MEADOWS
PEAK DRIVE LANDSCAPING AND ENTRANCE EASEMENT**