

*After recording return to:*

Oakwood Homes  
206 E. Winchester Street  
Murray, Utah 84117

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*(Space Above for Recorder's Use Only)*

### **WATER LINE LATERAL EASEMENT**

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation dba Oakwood Homes (“Oakwood”) does hereby grant, dedicate, and create an easement for waterline lateral (“Easement”) over certain real property particularly described on **Exhibit A** attached hereto (“Easement Area”) with such easement being granted to, and created in favor of, the owners of Lot 142 and Lot 143 as shown on the Wander Phase J1 subdivision, recorded in Utah County on June 3, 2025, Entry No. 48938:2025 (“Easement Holders”). The Easement, and the rights arising thereunder, shall be exercised subject to the terms, conditions, and restrictions set forth below.

### **TERMS AND CONDITIONS**

1. Scope of Easement. The Easement Holders’ use of the Easement Area shall be limited to the following purposes (collectively, the “Easement Purposes”): construction, maintenance, repair, and replacement of private water lateral (“WL Improvements”).

2. Restrictions on Oakwood. Oakwood, and its successors, may not construct any new improvements, structures, fences, or equipment, or conduct any activities, which would block access to the Easement Areas or interfere with the Easement Holders’ ability to exercise rights under the Easement for the Easement Purposes. Otherwise, Oakwood may use the property, including the Easement Area, subject to the terms of this instrument.

3. Restrictions on the Easement Holders. The Easement Holders may not exercise rights under the Easement in a manner which interferes with Oakwood’s use of the property outside the Easement Area. The Easement Holders will be responsible for all costs incurred or associated with Easement Holders’ exercise of rights under the Easement and the construction, maintenance, repair, or replacement of the WL Improvements. The Easement Holders will not cause or allow any liens to be recorded or maintained against the Easement Area which arise from, or are associated with, the Easement Holders’ exercise of rights under the Easement. The Easement Holders will promptly repair any damage to the Easement Area caused by the Easement Holders’ exercise of rights under the Easement. The Easement Holders will indemnify and hold Oakwood harmless against any claims, damages, expenses, fees, fines, injuries, lawsuits, liabilities, or losses

incurred by, or asserted against Oakwood which arise from, or in any way relate to the Easement Holders' exercise of rights under the Easement.

4. Perpetual Easement to Run with the Land. The Easement provided for under this instrument will be perpetual and will run with the land. The rights, obligations, and privileges associated with the Easement and this instrument will inure to the benefit of, and be binding on, the parties and their respective successors and assigns.

5. Miscellaneous. This instrument may not be modified, extended, or amended without the written consent of the Easement Holders and Oakwood, or their respective successors or assigns. This instrument, and the enforcement hereof, shall be governed in accordance with the laws of the State of Utah. In any action to interpret or enforce this instrument, the prevailing party will be entitled to an award of costs and fees, including reasonable attorney fees.

*[Signature, Acknowledgment, and Exhibits Follow.]*

IN WITNESS WHEREOF, Oakwood has executed this *Water Line Lateral Easement*.

# OAKWOOD

**CLAYTON PROPERTIES GROUP,  
INC.,**

a Tennessee corporation dba Oakwood  
Homes

By: MLC

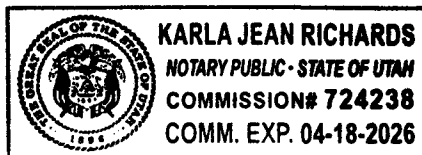
Its: ADDENDUM SECURAR

Date: 10/20/25

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake )

On this 20 day of October, 2025, personally appeared before me Malcolm Thacker as Assistant Secretary for **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation dba Oakwood Homes and acknowledged that he / she was authorized to execute the foregoing instrument on behalf of Oakwood and that Oakwood executed the same.

WITNESS my hand and official seal.



*Lola Jean Richards*  
Notary Public for the State of Utah

**EXHIBIT A**

(Description of Easement Area)

**WANDER J1  
PRIVATE WATER LATERAL EASEMENT**

Beginning at the Southeast Corner of Lot 142 of the Wander Phase J1 subdivision, said point also being on the South Line of said Wander Phase J1, said point lies North 89°57'40" West 803.700 feet along the Section Line and North 3183.765 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Wander Phase J1 North 89°59'47" West 81.000 feet to the Southwest Corner of Lot 141 of said Wander Phase J1; thence along said Lot 141 North 00°00'13" East 10.500 feet; thence South 89°59'47" East 81.000 feet to the East Line of said Lot 142; thence along said Lot 142 South 00°00'13" West 10.500 feet to the point of beginning.

Property contains 0.020 acres, 850 square feet.