

After recording return to:

Oakwood Homes
206 E. Winchester Street
Murray, Utah 84117

ENT 84649:2025 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Oct 30 11:03 AM FEE 40.00 BY CS
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

(Space Above for Recorder's Use Only)

WATER LATERAL EASEMENT AGREEMENT

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 175 and Lot 176 as shown on the Wander Phase J2 subdivision, recorded in Utah County on July 1, 2025, Entry No. 48941:2025 ("**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: MLIC

Its: ASSISTANT SECRETARY

Date: 10/20/25

STATE OF UTAH)
:SS
COUNTY OF Salt Lake)

On this 20 day of October, 2025, personally appeared before me Mahmud Trickett
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.



Karla Jean Richards
Notary Public for the State of Utah

EXHIBIT A

(Description of Easement Area)

**WANDER J2, LOTS 174-176
PRIVATE WATER LATERAL EASEMENT**

Beginning at the Northeast Corner of Lot 175 of the Wander Phase J2 subdivision, said point lies North 89°57'40" West 803.709 feet along the Section Line and North 3040.260 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 Lot 175 South 00°00'13" West 14.252 feet; thence North 89°59'47" West 81.000 feet to the East Right-of-Way Line of Bear River Road; thence along said Bear River Road North 00°00'13" East 14.252 feet to the Northwest Corner of Lot 174 of said Wander Phase J2; thence along the North Line of said Lot 174 and said Lot 175 South 89°59'47" East 81.000 feet to the point of beginning.

Property contains 0.027 acres, 1154 square feet.