



ENT 93750:2018 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Sep 28 3:29 pm FEE 22.00 BY MA  
RECORDED FOR WIK LLC

**When Recorded Return To:**

WIK, L.C.,  
420 South 1000 East  
Orem, Utah 84097

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into September 28, 2018, by and between WIK, L.C., a Utah limited liability company ("WIK"), and Craig E. Wayman ("Wayman").

WHEREAS, WIK is the owner of certain parcels of real property located in Utah County, State of Utah which are more particularly described on Exhibit "A" attached hereto (hereafter such parcels may collectively be referred to as the "WIK Property") a portion of which it acquired from Wayman;

WHEREAS, under the terms of the purchase Wayman was to grant to WIK an easement (hereafter referred to as the "Easement") across adjoining real property owned by Wayman which is more particularly described on Exhibit "B" (hereafter the "Wayman Property") for ingress to, egress from and access to the WIK Property.

WHEREAS, the parties desire to execute this Agreement in order to more formally provide for the Easement and for its recordation;

NOW THEREFORE, in consideration of the previous purchase by WIK and the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. GRANT OF EASEMENT. Wayman hereby grants to WIK, as owner of the WIK Property, an easement (the "Easement") over and across the existing roads, trail roads and trails (hereafter collectively the "Roads") located on the Wayman Property for ingress to, egress from and access for both vehicular, pedestrian, and animal traffic, to the WIK Property.

Wayman shall be entitled to lock the gate and move the gate at Wayman's own discretion providing access to the Wayman Property provided that he shall provide WIK with a key to such gate.

2. MAINTENANCE, REPAIR, CONSTRUCTION AND IMPROVEMENT OF EASEMENT. WIK, or any successor owner of the WIK Property, shall also have the right maintain and repair the Roads. WIK, or any successor owner of the WIK Property, at its sole cost and expense, and with the consent of Wayman, which shall not be unreasonably withheld, shall have the right to improve the Roads.


3. INDEMNIFICATION. WIK, and the successors and assigns of the WIK Property, shall indemnify, defend and hold Wayman, and his successors and assigns of the Wayman Property harmless from all claims, damages, losses, liabilities or obligations associated with or arising out of the use of the Easement by WIK, its agents, employees, independent contractors, and invitees.

4. COVENANTS RUN WITH THE LAND. The provisions hereof shall benefit, burden, be appurtenant to and run with the land, and shall inure to the benefit of the WIK Property and shall be binding upon and burden the Wayman Property.

5. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the parties and their heirs, personal representatives, successors and assigns, and upon any person acquiring any interest in the Easement or the WIK Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

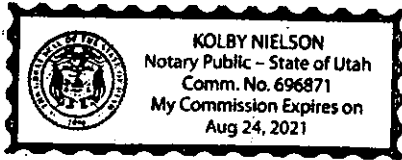
6. MODIFICATION. This Agreement may not be modified in any respect or terminated, in whole or in part, except in writing, executed by the parties hereto or their successors or assigns.

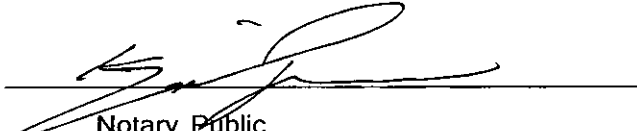
7. ATTORNEYS FEES. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and

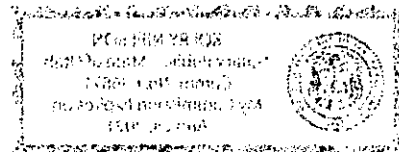
  
Craig Wayman

STATE OF UTAH            )  
  :SS.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 28 day of September, 2018, by Craig E. Wayman.



  
Notary Public

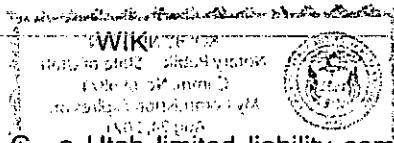


~~attorneys fees (including its reasonable costs and attorneys fees on any appeal) from the losing party in any such action or proceeding.~~

8. CONSTRUCTION. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

9. RECORDATION. This Agreement shall be recorded in the office of the Utah County, Utah Recorder.

EXECUTED as of the day and year first above written.



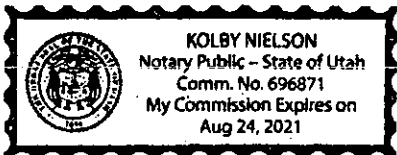
WIK, L.C., a Utah limited liability company

By: *W. Ivan Keller*

W. Ivan Keller, manager

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 28 day of September, 2018, by W. Ivan Keller, manager of WIK, L.C., a Utah limited liability company on behalf of such limited liability company.



*Kolby Nielson*  
Notary Public

## EXHIBIT A

Lot 12, also described as the Southeast Quarter of the Southeast Quarter of Section 9, Township 9 South, Range 1 West, Salt Lake Base and Meridian.

Also:

Commencing at the Southwest Corner of Section 10, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 4125 feet; thence East 2640 feet; thence South 4125 feet; thence West 2640 feet to the point of beginning.

**EXHIBIT B**

Commencing 4455 feet North from the Southwest Corner of Section 10, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 825 feet to the Northwest corner of said Section 10; thence East 2640 feet; thence South 1155 feet to property deeded to WIK, L.C. by Warranty Deed recorded December-15, 1998 as Entry No. 130613 in Book 4900 and Page 620; thence West 2640 feet; thence North 330 feet to the point of beginning.