

When recorded, return to:

Oakwood Homes of Utah, LLC
Attn: Mike Stewart
206 East Winchester Street
Murray, Utah 84107

Ent 137266 Bk 324 Pg 1834
Date: 28-JAN-2016 4:43:50PM
Fee: \$30.00 Credit Card
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: OAKWOOD HOMES OF UTAH LLC

AGREEMENT FOR ACCESS EASEMENT

This Agreement for Access Easement (this "Agreement") is made and entered into as of this 28th day of January, 2016, by and between DAVID TOLMAN, an individual ("Tolman"), RICHARD LLOYD, an individual ("Lloyd"), and OAKWOOD HOMES OF UTAH, LLC ("Oakwood"). Tolman, Lloyd, and Oakwood may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Whisper Ridge at Snow Canyon (the "Project") is a residential community located in Morgan County, Utah. It is comprised of two (2) phases: Phase One, and Phase Two.
- B. Tolman was involved in the initial acquisition and development of the Project beginning in 2007.
- C. Oakwood is now the owner of most, but not all, of the remaining lots in the Project that have not been built out with homes.
- D. In order to move forward with development of Phase Two of the Project, Oakwood needs to obtain an access easement for Phase Two in order to satisfy the County's requirements for secondary access.
- E. Tolman and Lloyd own land that can be used to provide secondary access for Phase Two, and they are willing to grant an access easement for such purpose in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the Parties do hereby covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Access Easement. Simultaneously with the full execution of this Agreement, Tolman and Lloyd shall execute and deliver to Oakwood an Access Easement for Phase Two of the Project in the form attached hereto as Exhibit "B." Oakwood, at its own expense, may immediately record the Access Easement with the Morgan County Recorder's Office. Tolman and Lloyd represent and warrant that they hold valid legal title to the property described in the attached Access

Easement, and that the Access Easement, when recorded, will constitute a valid easement over and through the subject property. Tolman and Lloyd, however, shall have no obligation to pay for or construct any roadway or access improvements relating to the Access Easement or the development of Phase Two of the Project.

3. Lot #220 Improvement Obligation. In exchange for the Access Easement to be granted pursuant to paragraph 2 above, Oakwood agrees that when Phase Two of the Project is developed and improved from its current "paper lot" condition to "finished lot" condition, the lot owned by Tolman and Lloyd in Phase Two (Lot #220 as shown in the plat attached hereto as Exhibit "A") will also be improved to finished lot condition, such that it qualifies for issuance of a building permit for a home. Tolman and Lloyd have no obligation to reimburse Oakwood (or its successor in interest) for any costs incurred to improve Lot #220 to finished lot condition. Lot #220 shall be improved to finished lot condition at the same time as when Lots #221 and #216 are improved to finished lot condition.

4. Agreement Runs with the Land. Oakwood makes no representation or warranty that it will be the party that develops Phase 2 of the Project; however, the obligations set forth in this Agreement shall run with the land and be binding on the party or entity that does develop Phase 2 if Oakwood decides to sell or convey its holdings in the Project to a different party or entity. Hence, to secure performance of the obligations pertaining to Lot #220 (as described in paragraph 3 above), this Agreement shall be recorded against Lots #221 and #216. When Lot #221 has been developed to "finished lot" condition (such that it qualifies for issuance of a building permit), this Agreement shall no longer constitute an encumbrance on Lots #221 or #216. At such time, the party that develops Lot #220 to finished lot condition shall be entitled to sign and record a Notice of Cancellation that has the effect of removing this Agreement from the title to Lots #221 and #216.

5. Easement is Limited for Intended Use – Secondary Access. The Parties agree that the Access Easement is limited for the intended use of providing secondary access for Phase Two only. Additionally, the Access Easement is only granted to Oakwood and its successors and assigns.

6. Signatures Required on Plat. In order for the lot owned by Tolman and Lloyd to be a legal lot a plat will need to be recorded with Morgan County for Phase Two. Tolman and Lloyd hereby agree to sign the plat at such time it is prepared to be recorded with Morgan County.

7. Representations. Each Party represents and warrants to the other Party as follows:

a. It is authorized to execute this Agreement and perform its obligations under this Agreement, and that such execution and performance shall not constitute a breach or violation of any agreement, law, regulation, court order, or right of any third party;

b. It shall take all actions, and execute all documents, necessary to effectuate the purposes of this Agreement and shall not take any action to frustrate, prevent or otherwise hinder the performance or purpose of this Agreement; and

c. That it is not relying on any claim or representation of any other party, except those expressly set forth herein.

8. Miscellaneous.

a. No change or modification to this Agreement shall be valid or binding upon the Parties unless such change or modification is in writing and is signed by the Parties.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

c. This Agreement shall apply to, be binding upon, and inure to the benefit of the Parties and their respective heirs and successors in interest.

d. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may exchange counterpart signatures by facsimile, scanned email document, or other electronic format that accurately duplicates documents. Any such copied version shall have the same binding effect as an original signature.

Wherefore, the Parties have duly executed this Agreement effective as the date set forth above.

OAKWOOD HOMES OF UTAH, LLC

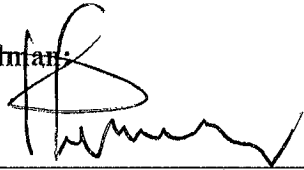
By: *Glen K Lent*
Printed Name: Glen K Lent
Title: VP of Land

STATE OF UTAH)
 :SS.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of January, 2015, by Glen Lent as the Vice President of Land of Oakwood Homes of Utah, LLC.



Rachel M. Morris
Notary Public

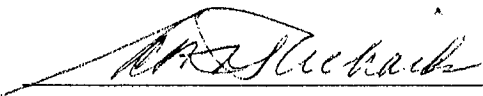
Tolman: 

David Tolman

STATE OF UTAH)
County of Salt Lake) :SS.

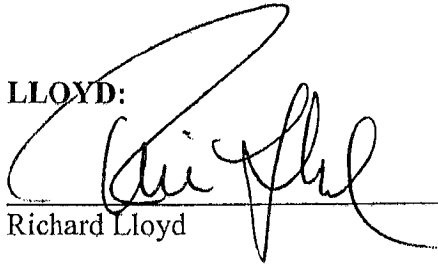
The foregoing instrument was acknowledged before me this 26th day of January, 2016, by
Richard Lloyd David Tolman,
SR





Notary Public

LLOYD:


Richard Lloyd

STATE OF UTAH)
) :SS.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 25 day of January, 2016, by Richard Lloyd.





Notary Public

EXHIBIT "B"
Access Easement

When recorded, return to:

Oakwood Homes of Utah, LLC
Attn: Mike Stewart
206 East Winchester Street
Murray, Utah 84107

ACCESS EASEMENT

For good and valuable consideration received, David Tolman and Richard Lloyd (collectively referred to herein as "Grantor"), hereby grant unto Oakwood Homes of Utah, LLC, a Delaware limited liability company ("Grantee") and its successors and assigns, a perpetual easement and right-of-way for access (ingress and egress) (the "Easement"), over Grantor's real property situated in Morgan County, State of Utah, and particularly described on Exhibit "A" attached hereto (the "Grantor Property"). Attached hereto as Exhibit "B" is a map depicting the location of the Easement (the cross-hatched area on the map).

The Easement is further defined as follows:

(a) Grantee shall have the right to construct all necessary roadway and utility line improvements on, under and through the Grantor Property to satisfy the access needs of the Whisper Ridge at Stone Canyon development, Phase 2, as well as any and all requirements and conditions of Morgan County to use the Grantor Property as an access road for the development.

(b) Grantee shall have the right to dedicate the Easement to Morgan County for use and maintenance as only an emergency access roadway to sustain levels of traffic service that would be required for development of the Grantee's adjacent property as a residential subdivision, consistent with the standards, zoning, and requirements of Morgan County, Utah. Alternatively, Grantee shall have the right to grant and dedicate the Easement to a homeowners' association ("HOA") for use and maintenance as a private access road to be maintained and repaired by the HOA.

(c) Grantee shall be entitled to make use of the Easement immediately for all purposes related to the development of the Grantee's subdivision and preparation, design, and construction of improved roadway on the Grantor Property.

The Easement created by this instrument shall be appurtenant to the Grantee's adjacent land, and may not be transferred, assigned or encumbered except as an appurtenance to the Grantee's adjacent land. The Easement herein granted shall run with the land of the Grantor Property and the Grantee's adjacent property, and shall inure to the benefit of and be binding upon all subsequent owners of the Grantor Property and the Grantee's property.

This instrument may not be terminated, extended, modified or amended without the written consent of each owner of the respective properties, and any such termination,

modification or amendment shall be effective only when it is executed and acknowledged by each of the owners, and recorded with the Morgan County Recorder.

If any owner of the affected properties brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision hereof, the prevailing party shall be entitled to recover from the other party(ies) reasonable attorneys' fees, costs, and other expenses incurred in any such action or any appeal from such action, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by, and construed and interpreted in accordance with the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

GRANTORS:

[Signature]

David Tolman
[Signature]

Richard Lloyd

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of January, 2016, by David Tolman.

[Signature]

Notary Public

SEAL:



STATE OF UTAH)
: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25 day of January, 2016, by Richard Lloyd.

Traci
Notary Public

SEAL:



EXHIBIT "A"

Legal Description for Access Easement (in Morgan County):

Beginning at a point which is the northeast corner of Parcel D, a parcel in Whisper Ridge at Stone Canyon Phase 1, a subdivision as found in the office of the Morgan County Recorder, said point also lying on the northerly right-of-way line of Whisper Ridge Court in the same subdivision, said point also being N 00°13'59"E 1375.84 feet along the center section line, and West 518.91 feet from the Center of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian; thence S08°19'22"E 31.00 feet along the easterly line of aforementioned Parcel D, said line also being the westerly end of said Whisper Ridge Court right-of-way, to the southerly right-of-way line of Whisper Ridge Court; thence S81°40'38"W 30.00 feet to the westerly line of aforementioned Parcel D; thence N08°19'22"W 30.51 feet to the northwest corner of aforementioned Parcel D, said point also being the southwest corner of Lot 117 in aforementioned Whisper Ridge at Stone Canyon Phase 1; thence N80°43'34"E 30.00 feet along the northerly line of Parcel D to the point of beginning.

Contains 923 S.F.

EXHIBIT "B"

Map Depicting Location of Easement

