

**This document has been signed in 2  
Counterparts the same of which constitutes  
one and the same document.**

ENT 110850:2017 PG 1 of 10  
**Jeffery Smith**  
**Utah County Recorder**  
2017 Nov 07 04:14 PM FEE 28.00 BY CS  
RECORDED FOR Vanguard Title Insurance Agency, LLC  
ELECTRONICALLY RECORDED

14564-HP

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of October 25<sup>th</sup>, 2017 (the "**Effective Date**"), by and between Payson Properties LLC (hereinafter, the "**Grantor**"), with its registered office at 1706 E Haystack Mountain Ct., Heber City, Utah 84032 and M. Chad Staheli (hereinafter, the "**Grantee**"), having an address at 843 N 100 W, Spanish Fork, UT 84660.

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of certain land located in the City of Payson, County of Utah and State of Utah, designated as parcel numbers 30:073:0202, 30:073:0200 and 30:073:0247, hereinafter collectively referred to as "**Parcel A**";

**WHEREAS**, Grantee is becoming the fee owner of certain land located in the City of Payson, County of Utah and State of Utah, designated as parcel numbers 30:073:0014, 30:073:0087 and 30:073:0182, hereinafter referred to as "**Parcel B**";

**WHEREAS**, Grantor is willing to grant to Grantee an easement for residential and utility access across Parcel A as more particularly described by in Exhibit A attached hereto (the "**Easement Area**");

**NOW, THEREFORE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, and to any future owner of all or a portion of Parcel B, a perpetual, non-exclusive underground utility and right-of-way easements (the "**Easement**") in, under, upon, about, over and through the Easement Area located on Parcel A, for the benefit of Parcel B. The Easement shall serve the purpose of ingress and egress as well as utility placement.

2. Use. Grantee may use the Easement for any and all incidental uses not interfering with Grantor's uses of Parcel A outside the Easement Area.

3. Improvements. Grantee may construct improvements over, under, in, along, across and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**") upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Any Improvements made over, under, in, along and within, across and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Parcel A. Notwithstanding the foregoing, the parties agree that Grantee may plant trees along the Easement Area, within the easement area and may construct a dirt, gravel and/or paved roadway on the Easement Area.

4. Plans. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

5. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel A as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days' after the filing of any notice of lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

6. Compliance with Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

7. Maintenance and Repair. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area.

8. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

9. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may be given or withheld in the non-requesting party's sole and absolute discretion. If either party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within Fifteen (15) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee, hereby acknowledge and agree that the party requesting the relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

10. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and his use of the Easement.

11. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

12. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

13. Grantor Not Liable. Grantor shall not be held liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area. Notwithstanding the foregoing, each party shall be liable for losses caused by negligence or willful misconduct of the other.

14. Limitation of Damages. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT THAT MAY BE CLAIMED OR CONSTRUED TO THE CONTRARY, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

15. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, (which is not agreed to herein, but must be agreed to by the parties as to any issue arising between them hereafter) the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party.

In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

16. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

17. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF UTAH, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 18.

19. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

21. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and manifestly intended purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Payson Properties LLC

By 

Name: C. Keith Rooker

Title: Manager

M. Chad Staheli

**SIGNED IN COUNTERPART**

By \_\_\_\_\_

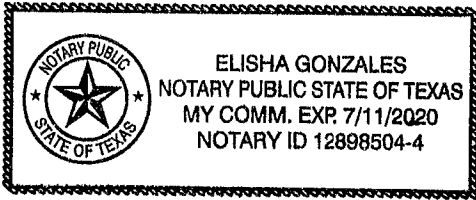
**ACKNOWLEDGMENT**

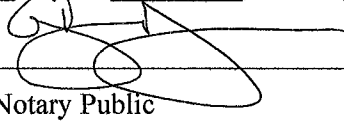
STATE OF ~~UTAH~~ <sup>Texas</sup> )

)§

COUNTY OF ~~Harris~~ )

The foregoing instrument was acknowledged before me this 25 day of October, 2017 by C. Keith Rooker, Manager of Payson Properties LLC.



  
\_\_\_\_\_  
Notary Public

My commission expires: 07 | 11 | 2020

**ACKNOWLEDGMENT**

STATE OF ~~UTAH~~ <sup>Texas</sup> )

)§

COUNTY OF ~~Harris~~ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by M. Chad Staheli.

**SIGNED IN COUNTERPART**

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A 20.00-FOOT ACCESS EASEMENT, 10 FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE DESCRIPTION:

COMMENCING AT A POINT LOCATED WEST 2548.29 FEET AND SOUTH 23.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 29°38'19" EAST 447.71 FEET; THENCE SOUTH 26°03'03" EAST 171.42 FEET; THENCE SOUTH 19°06'25" EAST 270.14 FEET; THENCE ALONG THE ARC OF A 10.00-FOOT RADIUS CURVE TO THE RIGHT 16.48 FEET (CHORD BEARS S 28°05'54" W 14.68 FEET); THENCE SOUTH 75°18'13" WEST 297.92 FEET; THENCE NORTH 86°24'50" WEST 184.06 FEET; THENCE ALONG THE ARC OF A 10.00-FOOT RADIUS CURVE TO THE LEFT 16.43 FEET (CHORD BEARS S 46°30'53" W 14.64 FEET); THENCE SOUTH 00°33'23" EAST 800.15 FEET TO THE END POINT.

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of October 25<sup>th</sup>, 2017 (the "**Effective Date**"), by and between Payson Properties LLC (hereinafter, the "**Grantor**"), with its registered office at 1706 E Haystack Mountain Ct., Heber City, Utah 84032 and M. Chad Staheli (hereinafter, the "**Grantee**"), having an address at 843 N 100 W, Spanish Fork, UT 84660.

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of certain land located in the City of Payson, County of Utah and State of Utah, designated as parcel numbers 30:073:0202, 30:073:0200 and 30:073:0247, hereinafter collectively referred to as "**Parcel A**";

**WHEREAS**, Grantee is becoming the fee owner of certain land located in the City of Payson, County of Utah and State of Utah, designated as parcel numbers 30:073:0014, 30:073:0087 and 30:073:0182, hereinafter referred to as "**Parcel B**";

**WHEREAS**, Grantor is willing to grant to Grantee an easement for residential and utility access across Parcel A as more particularly described by in Exhibit A attached hereto (the "**Easement Area**");

**NOW, THEREFORE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, and to any future owner of all or a portion of Parcel B, a perpetual, non-exclusive underground utility and right-of-way easements (the "**Easement**") in, under, upon, about, over and through the Easement Area located on Parcel A, for the benefit of Parcel B. The Easement shall serve the purpose of ingress and egress as well as utility placement.

2. **Use.** Grantee may use the Easement for any and all incidental uses not interfering with Grantor's uses of Parcel A outside the Easement Area.

3. **Improvements.** Grantee may construct improvements over, under, in, along, across and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**") upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Any Improvements made over, under, in, along and within, across and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Parcel A. Notwithstanding the foregoing, the parties agree that Grantee may plant trees along the Easement Area, within the easement area and may construct a dirt, gravel and/or paved roadway on the Easement Area.

4. **Plans.** Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

5. **Costs/Lien-Free Construction.** Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel A as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days' after the filing of any notice of lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

6. Compliance with Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

7. Maintenance and Repair. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area.

8. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

9. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may be given or withheld in the non-requesting party's sole and absolute discretion. If either party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within Fifteen (15) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee, hereby acknowledge and agree that the party requesting the relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

10. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and his use of the Easement.

11. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

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20. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

21. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and manifestly intended purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Payson Properties LLC

By SIGNED IN COUNTERPART

Name: C. Keith Rooker

Title: Manager

M. Chad Staheli

By [Handwritten Signature]

**ACKNOWLEDGMENT**

STATE OF UTAH )

)§

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by C. Keith Rooker, Manager of Payson Properties LLC.

**SIGNED IN COUNTERPART**

Notary Public

My commission expires: \_\_\_\_\_

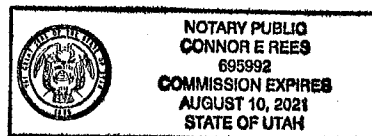
**ACKNOWLEDGMENT**

STATE OF UTAH )

)§

COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Oct, 2017 by M. Chad Staheli.



[Handwritten Signature]

Notary Public

My commission expires: 10 Aug 2021

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**LEGAL DESCRIPTION OF EASEMENT AREA**

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