

ENTRY NO. 01127466

02/19/2020 01:34:05 PM B: 2555 P: 1312
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RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY WOHALI PARTNERS LLC



WHEN RECORDED, RETURN TO:

Wohali Partners LLC
5499 South Woodcrest Drive
Holladay, Utah 84117
Attn: David P. Boyden

Parcel Nos. CT-441, CT-440, CT-437, CT-362-C

Space Above Line for Recorder's Use

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into FEBRUARY 18TH, 2020 (the "Effective Date"), by and among **WOHALI PARTNERS LLC**, a Utah limited liability company ("**Wohali**"), **DEBRA A. WILDE**, as Trustee of the Debra A. Wilde Revocable Trust, and **DAVID ELLIOT WILDE**, as Trustee of the David Elliot Wilde Revocable Trust (collectively, "**Wilde**") and **EIRV LLC**, a Utah limited liability company ("**EIRV**"). **Wohali, Wilde and EIRV** are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- A. **Wohali** is the owner of that certain real property located in Summit County, Utah (the "**Wohali Property**"), more particularly described on the attached **Exhibit A**.
- B. **Wilde** is the owner of that certain real property in Summit County, Utah (the "**Wilde Property**") more particularly described on the attached **Exhibit B**.
- C. **EIRV** is the owner of that certain real property located in Summit County, Utah (the "**EIRV Property**"), more particularly described on the attached **Exhibit C**. The **Wohali Property**, the **Wilde Property** and the **EIRV Property** are sometimes referred to individually as a "**Property**" and collectively as the "**Properties.**"
- D. The **Wohali Property** and the **Wilde Property** are contiguous parcels, and the **Wilde Property** and the **EIRV Property** are contiguous parcels, and the **Parties** intend to share certain infrastructure improvements and rights and interests with respect thereto, including but not limited to, easements for vehicular access and pedestrian access.
- E. The **Parties** desire to enter into this Agreement to (i) grant each other certain rights and easements in, to, over and across the **Properties**; and (ii) enter into certain other covenants and agreements relating to the maintenance, operation and use of the portions of the **Properties** specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties** agree as follows:

- 1. **Recitals.** The foregoing **Recitals** are hereby incorporated to the same extent as if set forth herein in full.

2. **Easements.**

(a) **Wohali Easement.** Wohali conveys and grants to Wilde and EIRV a perpetual, non-exclusive and continuous easement and right-of-way of fifty feet (50') in width (the "**Wohali Easement**"), as depicted by the shaded area marked "Wohali Proposed Right of Way" on the attached **Exhibit D** (the "**Wohali Easement Area**"), burdening the Wohali Property and benefiting the Wilde and EIRV Property.

(b) **Wilde Easement.** Wilde conveys and grants to Wohali and EIRV a perpetual, non-exclusive and continuous easement and right-of-way of fifty feet (50') in width (the "**Wilde Easement**"), as depicted by the shaded area marked "Wilde Proposed Right of Way" on the attached **Exhibit D** (the "**Wilde Easement Area**"), burdening the Wilde Property and benefiting the Wohali and EIRV Property.

(c) **EIRV Easement.** EIRV conveys and grants to Wohali and Wilde a perpetual, non-exclusive and continuous easement and right-of-way of twenty-eight feet (28') in width ("**EIRV Easement**" and together with the Wohali Easement and the Wilde Easement, the "**Easements**"), as depicted by the shaded area marked "EIRV Proposed Right of Way" described on the attached **Exhibit D** (the "**EIRV Easement Area**" and together with the Wohali Easement Area and the Wilde Easement Area, collectively, the "**Easement Areas**"), burdening the EIRV Property and benefiting the Wohali Property and the Wilde Property. The purpose of: (i) the Wohali Easement and the Wilde Easement are vehicular and pedestrian ingress and egress, (ii) EIRV Easement is emergency vehicular and pedestrian ingress and egress, and (iii) the Easements are maintenance of the Easement Areas, as more specifically set forth below. Each Party hereby expressly acknowledges, consents to, and approves the Exhibits concerning the Easement Areas.

(d) **No Interference/No Parking.** Subject to temporary closures for construction, repair and maintenance, for traffic regulation and control, or to prevent public dedication of the Easement Areas, each Party agrees and covenants that its use of the Easement Areas will not interfere with the other Party's use of the Easement Areas. No Party will park vehicles or locate other obstructions, or allow others to park vehicles or locate other obstructions, on the Easement Areas. For the sake of clarity, Wohali and Wilde intend to use the EIRV Easement Area only for emergency access between the Wohali Property and the Wilde Property and 500 West; Wohali intends to use the Wilde Easement Area for access between the Wohali Property and 500 West; Wilde intends to use the Wohali Easement Area for access between the Wilde Property and Icy Springs Road; and EIRV intends to use the Wohali Easement Area and the Wilde Easement Area for emergency access between the EIRV Property and Icy Springs Road.

(e) **Relocation.** Should Coalville City, Summit County, or other applicable governmental authority require any Party, or its successor-in-title, to relocate the Easement Areas, install year-round surfacing or other improvement, then each non-requesting Party will consent to the such Party's requests so long as such surfacing or improvement is completed at the requesting Party's expense and the same does not interfere with the non-requesting Parties' use of the Easement Areas or require any Party to relocate any planned or improved stub roads connecting the Easement Areas.

3. **Gate.** The Parties acknowledge and agree that each Party may install a gate on its respective Easement Area that may be locked by the installing Party only. In the event that such a gate is currently or hereafter installed, the Party with a gate on its respective Property shall provide the other Parties with uninterrupted access to such gate via a key, access code, keycard or other similar means.

Such Party's installation of a gate and providing access to the other Parties via a key, code, or keycard or other similar means shall be done in all instances at the expense of the Party installing such gate.

4. **Maintenance.** Each Party shall be responsible to maintain the Easement Area located on such Party's Property in a condition allowing for high-clearance vehicles, provided, however, that each Party shall repair any damage to the Easement Areas caused by said Party, or said Party's permittees. Wohali and Wilde acknowledge and understand that the bridges across the Weber River on the EIRV Property are less than 28' in width and accept them in "As Is" condition.

5. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Parties and their affiliates, members, managers, agents, tenants and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Party, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's use of the Easement Areas, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the would-be indemnified Party(ies). The obligations of this section shall survive the termination of this Agreement.

6. **Rights Run With The Land.** The easements and covenants referenced herein touch, concern, and run with the land and are binding upon all successors-in-title.

7. **No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easements, and the rights herein created are for the private use and for the benefit only of the Parties hereto and their successors and assigns.

8. **Amendments.** This Agreement may be amended only by recording, in the official records of Summit County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the Properties.

9. **Authority.** Each Party, and the individual executing this Agreement below, covenants to the other that he/she has full authority and authorization to enter into this Agreement.

10. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

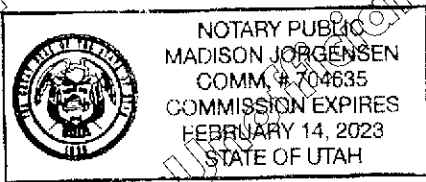
WOHALI:

WOHALI PARTNERS LLC
a Utah limited liability company

By: [Signature]
Printed Name: DAVID BOYDEN
Title: MANAGING PARTNER

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by David Boyden, the Managing Partner of WOHALI PARTNERS LLC, a Utah limited liability company.



[Signature]
Notary Public

WILDE:

DEBRA A. WILDE
Trustee of the Debra A. Wilde Revocable Trust

DAVID ELLIOT WILDE
Trustee of the David Elliot Wilde Revocable Trust

STATE OF)
COUNTY OF) : ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Debra A. Wilde, the Trustee of the Debra A. Wilde Revocable Trust, and David Elliot Wilde, the Trustee of the David Elliot Wilde Revocable Trust.

Notary Public

EIRV:

EIRV LLC,
a Utah limited liability company

By: [Signature]

Printed Name: Jared Westhoff

Title: President of Engine Garden Fuel, Missouri

STATE OF

COUNTY OF

) ss.

The foregoing instrument was acknowledged before me this 18th day of February, 2020,
by Jared Westhoff, the President of EIRV LLC, a Utah limited
liability company.



[Signature]
Notary Public

Exhibit A
(Legal Description of Wohali Property)

PARCEL CT-441:

A tract of land being part of the Northwest quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a basis of bearing taken as North 88°36'14" West between the Northeast and Northwest corners of said Section 17 described as follows:

Beginning at the Northwest corner of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian and running thence South 88°36'14" East 1,803.94 feet along the section line, more or less, to the USA property; thence South 06°59'54" East 237.06 feet; thence South 18°53'54" East 502.00 feet; thence South 28°19'54" East 190.60 feet; thence South 01°08'06" West 182.65 feet to Parcel NS-440; the next (3) courses are along the existing fence line common to Parcel NS-440; thence North 88°40'16" West 1,902.33 feet; thence South 00°58'29" East 992.30 feet; thence South 88°37'54" East 1,039.76 feet to a 3 way fence corner; thence South 15°31'34" East 636.72 feet along an existing line of fence common to Parcel NS-437; thence North 89°06'43" West 1,363.89 feet along the projection of an existing line of fence to the West quarter corner of said Section 17, said quarter corner being marked with an original stone; thence North 00°55'18" West 2,670.12 feet along the section line to the point of beginning.

Exhibit A

Exhibit B
(Legal Description of Wilde Property)

The following described real property located in Summit County, Utah:

Tract 2 – Beginning 1056 feet South 0°46' East of the NE corner of the NW1/4 of Section 17, Township 2 North, Range 5 East, SLB&M, thence South 0°46' East 994.65 feet; North 88°46' West 994.65 feet; South 88°31' East 2449.73 feet to beginning.

**Exhibit C
(Legal Description of EIRV Property)**

PARCEL 1 AND 3:

A SURVEY OF THE EXISTING, AS POSSESSED BOUNDARIES OF A PARCEL OF LAND IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

A PART OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS 1055 FEET SOUTH 9°41' EAST AND 1472.6 FEET SOUTH 46° 03.3' EAST FROM THE NORTHWEST CORNER OF THE SAID SECTION 17 (SAID POINT OF BEGINNING IS AN EXISTING FENCE CORNER); THENCE SOUTH 88°34' EAST 1199.2 FEET ALONG AN EXISTING FENCE; THENCE NORTH 79°43' EAST 197.6 FEET ALONG AN EXISTING FENCE THENCE SOUTH 0°46' EAST 304.3 FEET ALONG A DEED LINE; THENCE NORTH 79°34' EAST 438.5 FEET ALONG AN EXTENSION OF THE REMNANTS OF AN OLD FENCE LINE; THENCE NORTH 85°41' EAST 1216.3 FEET ALONG THE REMNANTS OF AN OLD FENCE, TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF A FREEWAY KNOWN AS PROJECT NO. 80-4; THENCE SOUTH 28°45' EAST 3.8 FEET ALONG THE SAID RIGHT OF WAY TO A BRASS RIGHT OF WAY MARKER 194.0 FEET RADially DISTANCE SOUTHWESTERLY FROM THE CENTERLINE OF THE EAST BOUND LANE OF THE SAID PROJECT, AT ENGINEERS STATION 1020+00; THENCE SOUTHERLY ON THE SAID RIGHT OF WAY LINE 473.5 FEET ALONG THE ARC OF A 15,432.12 FOOT RADIUS CURVE TO THE RIGHT TO A POINT OF INTERSECTION WITH AN OLD EXISTING BOUNDARY FENCE (THE BEARING OF THE LONG CHORD OF SAID ARC IS SOUTH 23°42.5' EAST); THENCE TEN (10 COURSES) ALONG THE SAID EXISTING BOUNDARY FENCE TO WIT; SOUTH 85°14' WEST 731.7 FEET; THENCE SOUTH 77°19' WEST 61.6 FEET; THENCE SOUTH 85°23' WEST 190.3 FEET; THENCE SOUTH 87°21' WEST 450.4 FEET; THENCE SOUTH 86°45" WEST 190.3 FEET; THENCE SOUTH 88°22' WEST 382.0 FEET; THENCE NORTH 89°53' WEST 481.3 FEET; THENCE NORTH 72.7 FEET; THENCE NORTH 89°04' WEST 579.7 FEET; THENCE NORTH 15°34' WEST 647.4 FEET TO THE POINT OF BEGINNING.

**Exhibit D
(Depiction of Easement Areas)**



Exhibit D