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Rhonda Francis Summit County Recorder

03/12/2020 01:34:37 PM Fee \$40.00

By SNELL & WILMER LLP

Electronically Recorded

**WHEN RECORDED, RETURN TO:**

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

Parcel Nos. NS-282,  
CT-285-A;

Space Above Line for Recorder's Use

**ACCESS & UTILITY EASEMENT AGREEMENT**

**THIS ACCESS AND UTILITY EASEMENT AGREEMENT** ("Agreement") is made and entered into February 3<sup>rd</sup>, 2020 (the "Effective Date"), by and between IRON RANCH, INC., a Utah corporation ("Grantor"), and **WOHALI PARTNERS LLC**, a Utah limited liability company (the "Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

A. Grantor is the owner of that certain real property located in Summit County, Utah (the "**Grantor Property**"), more particularly described on the attached **Exhibit A**.

B. Grantee is the owner of that certain real property located in Summit County, Utah (the "**Grantee Property**"), more particularly described on the attached **Exhibit B**.

C. The Parties have agreed to enter into this Agreement in order to provide access and utility use of the Easement Area (defined below) for the benefit of the Grantee Property, in accordance with the terms of this Agreement.

**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. **Access Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual, non-exclusive and continuous easement and right-of-way over, upon, and across the Grantor Property ("**Access Easement**"), subject to the specific provisions set forth below in this Agreement. A centerline description and general depiction of the Access Easement (the "**Easement Area**") is included on **Exhibit C** attached hereto. Subject to temporary closures for construction (including the Grantee construction described in Section 3 below), repair and maintenance, for traffic regulation and control, or to prevent public dedication of the Easement Area (unless Grantor elects to dedicate the Easement Area as a public right-of-way), the Grantee agrees and covenants that its use of the Easement Area will not interfere with Grantor's use of the Easement Area or the Grantor Property, respectively. No Party will park vehicles or locate other obstructions, or allow others to park vehicles or locate other obstructions, on the Easement Area. For the sake of clarity, each Party intends to use the Easement Area as a means of access.

2. **Utility Easement.** Grantor hereby conveys and grants to Grantee a non-exclusive, permanent easement over, upon, and across the Grantor Property for the installation, construction, maintenance, use, repair, replacement, and removal of underground utility lines and facilities as may be necessary or appropriate, as determined by Grantee in its sole discretion, together with a right of access to the Easement Area, including the surface or any portion of the Grantor Property, to exercise the foregoing rights (the “Utility Easement”). The specific location and description of such utility lines and facilities shall be determined by Grantee in its sole discretion, but Grantee shall attempt to locate such utility lines and facilities within the same general location as the Easement Area. The Access Easement and the Utility Easement are sometimes referred to collectively as the “Easements.”

3. **Improvement of the Easement Area.** Grantee, at its sole cost and expense, shall have the right to construct access road and utility improvements on, in, over and under the Easements (the “Improvements”). Such access road Improvements shall be built to Coalville City standards but in no case shall be wider than sixty (60) feet. In connection with the Improvements, the Parties agree to cooperate and coordinate with each other in good faith and without unreasonable condition or delay. In this regard, Grantor shall promptly (i) approve all requests by Grantee to modify or reconfigure the Easements to accommodate any reasonable changes in the final Improvements; (ii) respond to any reasonable requests for information or meetings related to the development of the Easements; and (iii) execute and return all such agreements or documents necessary for Grantee to construct the Improvements in the Easements.

4. **Maintenance.** Grantor will not make any use of the Easement Area that interferes with the rights granted to Grantee under this Agreement. Grantee, at its sole cost and expense, will maintain and repair the Easement Area, except to the extent that any such maintenance and repairs are necessitated by the active or passive negligent or willful act of Grantor or its successors and assigns, tenants and licensees, and its and their respective agents, invitees, customers, employees, and contractors.

5. **Gate.** Grantor acknowledges and agrees that Grantee may install a gate on the Easement Area that may be locked by the Grantee only. In the event that such gate is installed by Grantee, Grantee shall provide Grantor with uninterrupted access to such gate via a key, access code, keycard or other similar means. Grantee’s installation of such gate and providing access to Grantor via a key, code, or keycard or other similar means shall be done in all instances at Grantee’s sole cost and expense.

6. **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 or its permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party’s use of the Easement Area, 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 or its permittees. The obligations of this section shall survive the termination of this Agreement.

7. **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.

8. **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.

9. **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 identified herein, their successors and assigns.

10. **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.

11. **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.

**GRANTOR:**

**JRON Ranch, Inc.,**  
a Utah corporation

By: [Signature]  
Printed Name: Jonathan B. Pace  
Title: Sec / Treasurer

STATE OF UTAH )  
: ss.  
COUNTY OF Box Elder )

The foregoing instrument was acknowledged before me this 3rd day of February, 2020 by Jonathan B. Pace, the sec/treasurer of JRON Ranch, Inc., a Utah corporation, on behalf of said company.



[Signature]  
Notary Public

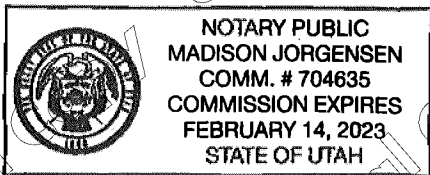
**GRANTEE:**

**Wohali Partners LLC,**  
a Utah limited liability company

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

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

The foregoing instrument was acknowledged before me this 18 day of February, 2020 by David Borden, the Managing Partner of Wohali Partners LLC, a Utah limited liability company, on behalf of said company.



[Signature]  
Notary Public

**Exhibit A  
(Legal Description of Grantor Property)**

All of Lots 9, 10, 15 and 16 of Section 12, Township 2 North, Range 4 East, Salt Lake Base and Meridian.

Containing 160.43 acres more or less

**Exhibit B**  
**(Legal Description of Grantee Property)**

Beginning at the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base & Meridian and Running Thence North 89°11'21" East 3743.70 Feet; Thence South 56°22'29" East 406.43 Feet; Thence South 17°05'28" East 369.20 Feet; Thence South 48°07'57" East 780.00 Feet; Thence South 12°44'02" West 123.14 Feet; Thence South 19°38'38" West 291.90 Feet; Thence South 19°38'38" West 1180.02 Feet; Thence South 19°38'38" West 160.08 Feet; Thence South 23°08'38" West 700.00 Feet; Thence South 0°42'14" East 201.86 Feet; Thence South 0°42'14" East 387.14 Feet; Thence South 89°59'49" East 387.39 Feet; Thence South 21°37'45" West 483.72 Feet; Thence South 21°37'45" West 960.50 Feet; Thence South 88°26'37" West 1148.59 Feet; Thence North 89°17'17" West 2616.35 Feet; Thence North 0°11'51" West 746.45 Feet; Thence South 89°14'02" West 245.57 Feet; Thence South 89°14'02" West 1732.04 Feet; Thence North 24°14'35" East 114.04 Feet; Thence South 61°22'24" West 4028.44 Feet; Thence North 57°24'30" West 5260.39 Feet; Thence North 69°41'17" East 935.37 Feet; Thence North 43°11'17" East 1900.00 Feet; Thence North 28°56'17" East 1025.00 Feet; Thence North 28°01'17" East 2293.08 Feet; Thence North 83°49'36" East 682.00 Feet; Thence South 0°05'27" East 1048.23 Feet; Thence South 88°52'20" East 5453.59 Feet; to the Point of Beginning.

Together with such additional property as Grantee may hereafter acquire.

**Exhibit C**  
**(Legal Description and General Depiction of Easement Area)**

A 60.00 foot wide easement being 30.00 feet perpendicularly distant on each side of the following described centerline, in the Southeast Quarter of Section 12, Township 2 North, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point on the south line of Section 12, Township 2 North, Range 4 East, Salt Lake base and Meridian, said point also being West 494.18 feet and North 10.29 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North 0°11'51" West 5,276.02 feet between the monuments marking said the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and said point being on a 500.00 foot radius non-tangent curve to the left, the center of which bears North 89°00'15" West; thence Northerly 8.69 feet along the arc of said curve through a central angle of 00°59'45" (chord bears North 00°29'52" East 8.69 feet); thence North 90.74 feet to a point on a 200.00 foot radius curve to the right, the center of which bears East; thence Northeasterly 222.33 feet along the arc of said curve through a central angle of 63°41'32" (chord bears North 31°50'46" East 211.06 feet); thence North 63°41'32" East 53.84 feet to a point on a 275.00 foot radius curve to the left, the center of which bears North 26°18'28" West; thence Northeasterly 259.26 feet along the arc of said curve through a central angle of 54°00'58" (chord bears North 36°41'03" East 249.76 feet); thence North 09°40'34" East 63.92 feet to a point on a 800.00 foot radius curve to the right, the center of which bears South 80°19'26" East; thence Northerly 102.85 feet along the arc of said curve through a central angle of 07°21'57" (chord bears North 13°21'32" East 102.77 feet); thence North 17°02'30" East 279.85 feet to a point on a 800.00 foot radius curve to the left, the center of which bears North 72°57'30" West; thence Northerly 135.38 feet along the arc of said curve through a central angle of 09°41'45" (chord bears North 12°11'38" East 135.22 feet); thence North 07°20'45" East 102.51 feet to a point on a 1,000.00 foot radius curve to the right, the center of which bears South 82°39'15" East; thence Northerly 103.62 feet along the arc of said curve through a central angle of 05°56'13" (chord bears North 10°18'52" East 103.58 feet) to the Point of Terminus, said point Terminus also being on the Section line common to Section 12, Township 2 North, Range 4 East and Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian.

This easement is contained within Parcel NS-282

