

When recorded return to:  
R. Lynn Bowler  
PO Box 2111  
West Jordan, UT 84084

01187823 B: 2736 P: 1625  
Page 1 of 8  
Rhonda Francis Summit County Recorder  
04/25/2022 04:21:16 PM Fee \$40.00  
By OLD REPUBLIC TITLE (SOUTH JORDAN)  
Electronically Recorded

Affects Parcel ID Nos.  
SS-2242  
SS-2244  
SS-2245

## Courtesy Recording

No assurances are given by the company either  
express or implied for accuracy or content.

### ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this 20<sup>th</sup> day of April, 2022, by 5490 Investments, LLC, a Utah limited liability company and Randy H. Bowler, an individual, Grantor, in favor of 5490 Investments, LLC, a Utah limited liability company and Randy H. Bowler, an individual, their respective successors and assigns, Grantees, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantees a nonexclusive Twenty foot (20') wide access easement and right-of-way (the "Easement") solely for the use of non-stop residential and agricultural access by one (1) improved road over and across the real property of Grantor situated in Summit County, Utah, which is more particularly described in *Exhibit A* attached hereto.

2. **Term.** This Agreement will be a perpetual easement and run with the land as per the conditions contained herein.

3. **Road Use.** The Road constructed or improved by Grantee on the Lands shall be constructed or used to the following specifications:

- a. Grantee agrees that the easement will not be used for access without construction of an improved road. Grantee will not use the easement for access "as-is", as this would be detrimental to the land and irrigation systems.
- b. Grantee shall be entitled to grade, fence, or otherwise improve the burdened property to provide for adequate and reasonable access. Said improvements shall be at Grantees expense.
- c. Grantee will be responsible for the fence, and installation of a cattle guard or gate providing access to the existing "Gamble's Lane" road the easement connects to, and for the fence, cattle guard, or gate providing access to the property at the end of the easement. It is the Grantee's responsibility to ensure that livestock do not escape via the accesses built to accommodate the easement.
- d. Grantor shall have no responsibility for road, culvert, cattle guard, and fence maintenance within the easement.

4. **Construction.** Grantee will provide Grantor with 90 days' notice of intent to commence construction of the road defined in this easement. As construction will interfere with Grantor activities

on the property, grantee will need to communicate with Grantor to ensure that road construction will not unreasonably interfere with irrigation, calving, working livestock, hunting, haying or any other activities of the property. Grantee will consider Grantor's needs of running a working ranch when scheduling construction and will not commence without approval of Grantor. Prior to construction, Grantee will submit plans and drawings, outlining location of culverts, cattle guards, and added road base to Grantor for approval. It is expected the road will be constructed with consideration of existing ditches and drainages, the overall wet nature of a hay meadow, and uneven terrain. Approval of plans and construction timing by Grantor will not be unreasonably withheld. Construction will take place and be completed in a 60-day window, weather permitting.

5. **Compensation.** Until such time of notification of intent to commence construction of the improved road, and written approval by Grantor to Grantee of construction plans to commence construction, no compensation is required. However, upon said approval, an initial amount of Five Thousand Dollars (\$5,000.00) will be due from Grantee to Grantor.

6. **Grantee Restrictions of Use.** Grantee's use of easement is restricted to the rights within this easement. Additionally:

- a. Grantee expressly agrees that under no circumstances will this easement land be used to hunt, access, "push", harass, pursue or otherwise intimidate or interfere with wildlife of any kind in any way. Grantee agrees that in the event Grantee allows hunting on their property, this easement will only be used for access. Grantee maintains responsibility for employees, agents, contractors, associates, family, customers, or any other persons using this easement for any reason.
- b. In the event that Grantee builds additional residences or subdivides the property being accessed, the rights of Grantee in this agreement will not be extended to any additional residences or parcels without express written permission of Grantor by way of an amendment to this agreement recorded in Summit County, Utah.
- c. This easement will not be used beyond residential and agricultural use. In the event that Grantee pursues commercial, industrial, or other "for pay" operations, the Grantee will not use this easement to conduct their business without express written permission of Grantor by way of an amendment to this agreement recorded in Summit County, Utah.
- d. Grantee agrees not to park or block the easement in anyway. Grantee agrees that at no time will the easement be used for storage of material or equipment, beyond completed construction of the road.
- e. Grantee is prohibited from using contaminated soils or other chemicals for road building, or maintenance, without obtaining consent from Grantor prior to use.
- f. None of Grantee's employees, agents, or contractors, or any other person under the direction or control of Grantee shall be permitted to carry firearms or any other weapon on the easement property and such persons shall not hunt, fish, or engage in recreational activities on the easement property, or remove any animal sheds, archaeological artifacts or fossils. No dogs will be permitted on the easement property at any time. Grantee will notify all of its contractors, agents, and employees that no dogs, firearms,

weapons, hunting, fishing, or recreational activities will be allowed on the easement property. None of Grantee's employees, agents, or contractors, or any other persons under the direction or control of Grantee, shall possess or be under the influence of alcohol or illegal drugs while on the easement property. Grantee, or any individual or contractor who violates this provision may be subject to the conditions contained in Section 13 (Notice and Right To Cure).

g. The Grantee will not pursue any activities within this easement that are in violation of Federal, State or Local Law.

7. Risk of Loss; Indemnification. Grantees, jointly and severally, assume any and all risk and liability for injury to person(s) and/or property, real or personal, of any kind or nature arising from or related to this Easement. Grantees agree to indemnify and hold Grantor, and if applicable, grantor's members, officers, directors, trustees, settlers, beneficiaries, employees, agents, successors and assigns harmless from and against any and all costs, liabilities, claims, liens, encumbrances or causes of action (including attorneys' fees) arising out of or related to the use of this Easement by Grantees or their respective employees, agents, contractors and invitees, including without limitation any and all claims for injury to persons or damage to property to the maximum extent permitted by law.

8. Release. To the maximum extent permitted by law, Grantee releases and waives and discharges Grantor and, if applicable, Grantor's officers, directors, employees, agents, successors, and assigns, from any and all liability for personal injury, death, property damage, or otherwise, caused by Grantee's use of the Road, except to the extent that such claims, liabilities, demands, suits, losses, damages or costs resulting from Grantor's (or Grantor's members, officers, directors, employees, agents, successors, or assigns) intentional act, gross negligence or willful misconduct.

9. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

10. Binding Effect. This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantees and their respective heirs, personal representatives, successors and assigns.

11. Assignment. This Agreement shall not be assigned by the Grantee without the express written consent of the Grantor.

12. Notice and Right to Cure. No breach of this Agreement shall be considered a default until (i) the non-breaching party has provided thirty (30) day written notice to the allegedly breaching party at the address set forth above describing the breach in reasonable detail; and (ii) the allegedly breaching party has failed to cure the breach or to commence actions reasonably intended to cure a breach which cannot be immediately cured within thirty (30) days after receipt of such written notice or unless the allegedly breaching party gives written notice within such thirty (30) days that a bona fide dispute exists as to such default. In the event the allegedly breaching party reasonably disputes there is a breach, then the parties agree to make a good faith attempt to resolve any such dispute prior to filing suit, provided that either party's right to injunctive relief as specifically set forth in Paragraph 13 is not hindered or delayed and remains in full force and effect. Violations of paragraph 6. "Grantee Restrictions of Use" will result in grantor providing grantee with a written notice and the generation of a \$500 fine per incident due within

30 days of day written notice was issued. Each subsequent fine will result in a fine that increases by \$500 per incident per occurrence. In the event that the fine is not satisfied within 60 days, the easement will be subject to termination per the requirements outline in paragraph 14 "Termination".

13. Termination. Upon appropriate termination of this agreement, as defined herein, Grantee shall restore the easement to the conditions that existed prior to the damage, at such Grantee's sole expense per the requirements outlined in paragraph 15. "Duties of Restoration". Grantee will be responsible for ensuring that there is no sinking, erosion, or noxious weeds within the easement for a period of at least Five (5) years, or longer if there are ongoing reclamation issues requiring attention as a result of this easement. Grantee may seek to terminate this easement by providing written 30-day notice of intent to terminate easement to Grantor, and will then be subject to the requirements outlined in paragraph 15 "Duties of Restoration". Annual compensation will continue until the property is remediated and requires no continued attention from Grantee.

14. Duties of Restoration. Grantee recognizes that reclamation shall be an ongoing obligation and shall reseed groundcover and/or control noxious or undesirable weeds (including cheat grass and burrs) from time to time to the extent reasonably necessary to ensure that the disturbed areas are reclaimed to the requirements set forth in this section 15:

- a. Initial reclamation and reseeding of all disturbed lands shall be undertaken no later than six (6) months following completion of initial construction, weather permitting. Reclamation shall be an ongoing obligation of the Easement, with the minimum requirement being restoration of the land to the same livestock productive value that existed immediately prior to disturbance by Grantee.
- b. All areas disturbed by Grantee's activities will be reseeded with suitable grasses or crops selected by Grantor
- c. Grantee shall fully restore and replace any and all damage done to fences cut or otherwise damaged by Grantee's operations in exercising any of the rights granted hereunder.

15. Applicable Law. This Agreement is performable in Summit County, Utah, and any legal proceedings arising out of or relating to this Agreement shall be properly venued in the Third Judicial District Court of Summit County, Utah, and shall be governed by the laws of the State of Utah.

16. Further Actions. Each of the parties to this Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Easement. Parties agree to provide written notice of changes of contact information.

17. Counterparts. This Easement 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 Easement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than five (5) business days after the date hereof.

18. Prior Agreements It is understood and agreed upon that any prior Agreement regarding the road defined in "Exhibit A" is hereby amended and restated to read in its entirety as set forth in this Agreement, all with the intent and effect that the Prior Agreement shall hereby be terminated and entirely replaced and superseded by this Agreement.

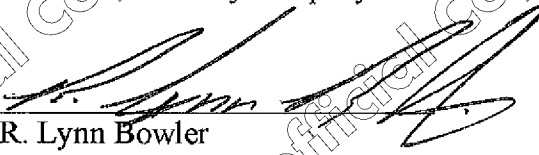
19. Amendment This Easement may be amended only by a writing signed by both parties hereto, and recorded in the offices of the Sweetwater County, State of Wyoming.

20. TO HAVE AND TO HOLD the Access Easement together with all and singular the privileges and appurtenances in anywise belonging unto Grantee, its successors and assigns, according to the terms hereof. Grantor and Grantee represent to each other that each has the power and authority to execute and deliver this Agreement and the Memorandum and to perform its respective obligations hereunder, this Agreement has been duly authorized by all actions of each such party, and the person signing for each party has been duly authorized by such party to do so.

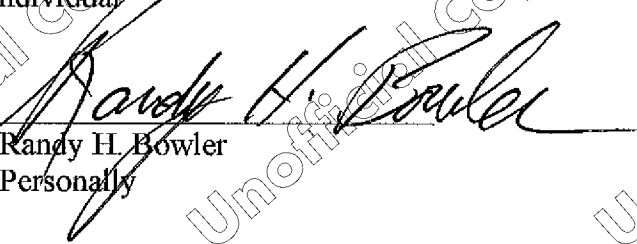
[SIGNATURE PAGES FOLLOW]

DATED this 20<sup>th</sup> day of April, 2022.

5490 Investments, LLC,  
a Utah limited liability company

By:   
R. Lynn Bowler  
Manager

Randy H. Bowler  
an individual


By:   
Randy H. Bowler  
Personally

**ACKNOWLEDGEMENT**

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

On this 20 day of April, 2022, personally appeared before me R. Lynn Bowler, who being by me duly sworn did acknowledge that she executed the foregoing instrument in his official capacity as Manager of 5490 INVESTMENTS, LLC, a Utah limited liability company.


Heidi Larsen  
Notary Public

	<b>HEIDI LARSEN</b> Notary Public, State of Utah Commission #717427 My Commission Expires April 04, 2025
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STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) :ss.

On this 20 day of April, 2022, personally appeared before me Randy H. Bowler, who being by me duly sworn did acknowledge that he executed the foregoing instrument, as an individual residing in Utah.

Heidi Larsen  
Notary Public

	<b>HEIDI LARSEN</b> Notary Public, State of Utah Commission #717427 My Commission Expires April 04, 2025
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**EXHIBIT A**

**Legal Description of Burdened Property**

**20.0' Access Easement**

A parcel of land situate in Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian more particularly described as follows:

The East 20.00 feet of the North ½ of the Southwest Quarter and the East 20.00 feet of the South 20.00 feet of the Northwest Quarter and the South 20.00 feet of the Southwest Quarter of the Northeast Quarter of Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian.