

WHEN RECORDED MAIL TO:

Phase One Properties, L.L.C.
Attn: Robert McNeel
163 South 200 East
American Fork, Utah 84003

A Portion of Tax Parcel Number: 30-084-0120

(Space Above For Recorder's Use)

RIGHT OF WAY AND EASEMENT GRANT

JEFF ZEEMAN & TERRIE ZEEMAN, individually and collectively ("Grantor"), do hereby convey and warrant to the PHASE ONE PROPERTIES, L.L.C., a Utah limited liability company ("Grantee"), its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace sewer pipelines, water pipelines, public utility pipelines, valves, valve boxes and other sewer, water and public utility transmission and distribution structures and facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" (Metes and Bounds for the Easement Area)

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain and use the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities; provided Grantee and any contractor performing any work shall restore all property, including access roads through which the easement area is accessed and any property along or adjacent to the right-of-way as may be so used, at its sole cost and expense, to as near its original condition as reasonably possible. Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

Without limiting the generality of the foregoing, Grantor(s) does hereby covenant, warrant and agree as follows:

1. Grantor(s) shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor(s) shall not change the contour within the right-of-way without prior written consent of Grantee.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Remainder of page intentionally left blank]

WITNESS the execution hereof this 22 day of November, 2022.

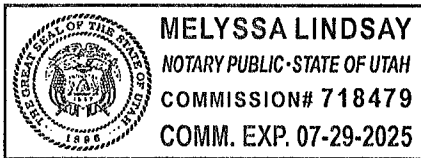
GRANTOR(S)

By: [Signature]
Jeff Zeeman, an Individual

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On this 22 day of November, 2022, personally appeared before me **Jeff Zeeman**, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public



By: [Signature]
Terrie Zeeman, an Individual

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On this 22 day of November, 2022, personally appeared before me **Terrie Zeeman**, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public

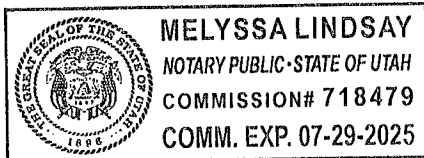


EXHIBIT "A"

(Metes and Bounds for the Easement Area)

Beginning at a point located South 00°29'00" East along section line 909.08 feet and East 759.14 feet from the Northwest Corner of Section 29, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

thence N 13°15'00" E, a distance of 12.37 feet; thence N 89°12'15" E, a distance of 474.85 feet; thence N 89°09'57" E, a distance of 27.34 feet; thence S 01°13'27" E, a distance of 12.00 feet; thence S 89°09'57" W, a distance of 27.43 feet; thence S 89°12'15" W, a distance of 477.86 feet to the POINT OF BEGINNING.

Containing 6,045 square feet or 0.1388 acres, more or less.