

**When Recorded Return to:**2700 North Development Partners, LLC  
12527 Wildflower Lane, Highland, UT 84003x**PARCEL ID:** W-4-2-6-322**GRANTORS:** Roger Huff and Peggi Leavitt**ROAD AND UTILITY EASEMENT AGREEMENT**

This ROAD AND UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this 26<sup>th</sup> day of October, 2023, by and between Roger G. Huff, Trustee of the Roger G. Huff, and Geraldine Huff Revocable Living Trust dated Jan. 29, 2008 and Peggi Leavitt, and their heirs, successors and assigns (collectively, the "**Grantor**"), and 2700 North Development Partners, LLC, a Utah limited liability company, and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Utility Easement:** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace any water lines, electric services, sewer lines, conduits for communications, meters, fire department connections and hydrants, and other utility facilities (collectively, "**Utilities**"). Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided, however, that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. **Grant of Road Easement:** Grantor hereby grants and conveys to Grantee a perpetual exclusive easement and right of way in, on, along, under and over the Easement Property to construct, install, maintain, operate, repair, inspect, protect, remove and replace a road and any appurtenances thereto (collectively, the "**Road**"), together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the Easement Property, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Grantor shall have the right to use the Easement Property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Road, or any other rights granted to the Grantee hereunder. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property as permitted by this Agreement; provided, however, that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

3. **Temporary Construction Easement:** Grantor hereby grants to Grantee a temporary easement during construction (or service, repair or maintenance) periods for the Utilities or the Road over such additional portions of the lands of Grantor which are adjacent to the Easement

Property as is available and reasonably necessary for equipment and materials, but only to the extent reasonably necessary for Grantee's full use and enjoyment of the rights granted under this Agreement; provided that the foregoing temporary easement rights shall be exercised and used in such a manner as not to cause unreasonable damage or destruction to Grantor's property. Grantee agrees to provide reasonable prior written notice Grantor of any intended exercise of the rights granted in this Section 3.

4. Restoration: Grantee or any contractor performing work on Grantee's behalf on the Easement Property, whether related to the Utilities or the Road and as construction, repair, maintenance, or service, shall, at Grantee's sole cost, restore all property through which the work traverses to as near its original condition as is reasonably possible. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement, provided that written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected, or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

5. Grantor's Rights and Obligations: Subject to the following express limitations, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted to Grantee under this Agreement:

(a) Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than 12 inches without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than 12 inches or otherwise interfere with the easements granted herein.

(b) Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Property; provided, however, that any such easement shall (i) be granted subject to the easements granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within 10 feet to either side from the centerline of the Utilities.

6. Maintenance; Surface Use; Restoration:

(a) Grantee, at its sole cost, shall maintain, repair, replace, and service the Utilities and Road as reasonably necessary for their safe and efficient operation. Grantee's

obligation as to the surface of the Easement Property shall be limited to maintenance, repair, replacement, and service of the Road.

(b) Except as stated in Section 6(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

7. Covenants of Grantor: Grantor covenants, represents, and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

8. Nature of Rights Granted: The easements and rights of way, and all other rights, privileges, and authority granted, created, and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easements and rights of way, and all other rights, privileges, and authority granted, created, and made herein, together with the benefits and burdens thereof, shall bind Grantor and their grantees, successors, and assigns, and inure to the benefit of the Grantee and its grantees, successors, and assigns.

9. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The section headings or captions are included only for convenience, and shall not be construed to modify, limit, or otherwise affect the covenants, terms, or provisions of any sections of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term, or provision of this Agreement shall not affect the validity and enforceability of any other covenant, condition, term, or provision. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof; and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both parties, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

10. Notices: All notices, request, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first

business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor: Roger Huff and Peggi Leavitt  
2216 E 290 N  
Saint George, UT 84790

If to Grantee: 2700 North Partners  
12527 Wildflower Lane  
Highland, UT 84003

11. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any party that (i) owns or controls the majority of ownership interests in Grantee or (ii) is under common control by a party that owns or controls the majority of ownership interests in Grantee. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 10 of this Agreement shall be deemed to have been given to any Affiliate then-using the Easement Property.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of the date first written above.

GRANTOR:

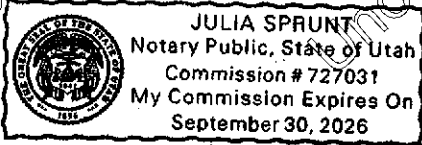
By: Roger G Huff

Print Name: The Roger G. Huff and Geraldine Huff Revocable Living Trust  
By: Roger G Huff  
Trustee

STATE OF UTAH )

COUNTY OF Washington )

On the 26 day of September, 202<sup>3</sup>, personally appeared before me Roger Huff, who being by me duly sworn did say that he/she is the owner of Easement Property, and the signer of the above instrument, who duly acknowledged that he/she executed the same.



Julia Sprunt  
Notary Public

[Additional Signature and Acknowledgement Pages Follow]

GRANTOR:

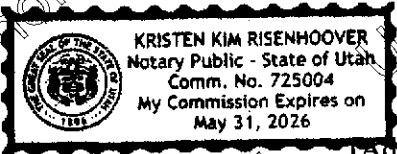
By: *Peggi Leavitt*

Print Name: Peggi Leavitt

STATE OF UTAH )

COUNTY OF Washington )

On the 27 day of September 202~~2~~<sup>3</sup>, personally appeared before me Peggi Leavitt, who being by me duly sworn did say that he/she is the owner of Easement Property, and the signer of the above instrument, who duly acknowledged that he/she executed the same.



*Kristen Kim Risenhoover*  
Notary Public

[Additional Signature and Acknowledgement Pages Follow]

GRANTEE:

2700 North Development Partners, LLC,  
a Utah limited liability company

By: [Signature]

Print Name: Austin Pritchett

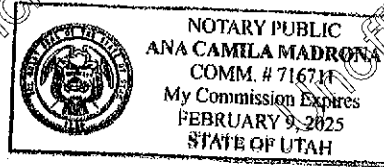
Its: Manager

STATE OF UTAH )

COUNTY OF Utah )

On the 27 day of September, 2023, personally appeared before me Austin Pritchett, who being by me duly sworn did say that he/she is the manager of 2700 North Development Partners, LLC, a Utah limited liability company, and the signer of the above instrument, who duly acknowledged that he/she executed the same.

[Signature]  
Notary Public



**EXHIBIT A**

Beginning at a point being North 01°18'41" West 558.10 feet along the center section line from the South Quarter Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian; thence North 45°14'25" West 0.532 feet; thence along the arc of a 126.50-foot radius curve to the left 29.949 feet (chord bears N 52°01'22" W 29.879 feet); thence North 58°48'19" West 165.932 feet; thence South 89°00'33" East 163.561 feet to said center section line; thence South 01°18'41" East 101.904 feet along said center section line to the Point of Beginning.