

**WHEN RECORDED, RETURN TO:**

Saratoga 262 Partners LLC  
10771 S. Rippling Bay  
South Jordan, Utah 84009

ENT 207866 : 2021 PG 1 of 6  
Andrea Allen  
Utah County Recorder  
2021 Dec 16 12:30 PM FEE 40.00 BY MG  
RECORDED FOR York Howell & Guymon  
ELECTRONICALLY RECORDED

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**EASEMENT FOR ACCESS AND UTILITIES**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SARATOGA 262 PARTNERS LLC, a Utah limited liability company (“**Grantor**”), hereby conveys and grants to BRIXTON PARK MANAGEMENT LLC, a Utah limited liability company (“**Grantee**”), for the benefit of Grantee and Grantee’s successors and assigns, a non-exclusive easement for access and utilities (“**Easement**”) over certain real property located in Saratoga Springs, Utah (“**City**”) which is described below. The Easement shall be limited to the Easement Purposes, defined below, and shall be subject to the terms, conditions, limitations, and covenants of this instrument.

1. Easement Area. The Easement granted herein allows Grantee to make use of, and the Easement shall encumber, the real property identified as Parcel 1, Parcel 2, and Parcel 3 on **Exhibit A** attached hereto (“**Easement Area**”). The parties acknowledge that the Easement Area is near, or adjacent to, a residential subdivision (“**Subdivision**”) which Grantor is constructing.

2. Easement Purposes. Grantee shall have the use of the Easement Area for any of the following purposes (“**Easement Purposes**”): access, including vehicular access, for any purpose; constructing, installing, repairing, replacing, inspecting, and maintaining infrastructure, equipment, improvements, and fixtures of any nature for utilities or utility service equipment; constructing, installing, repairing, replacing, inspecting, and maintaining roads, sidewalks, curbs, and other right of way improvements; construction access; site preparation; earth movement, excavation, extraction, or placement of soils according to a grading plan approved by the City; stockpiling or storing rocks, soils, or materials and equipment; using or storing heavy equipment and other construction vehicles.

3. Grantee’s Obligations. All work done on, in, or under the Easement Area shall be done in accordance with applicable laws, including, without limitation, the City’s codes. Grantee shall use appropriately licensed and bonded contractors to perform any work permitted by this Easement. Grantee shall keep the Easement Area free from all liens and encumbrances of any sort arising from Grantee’s exercise of any rights granted herein. Following the exercise of any rights granted hereunder, Grantee shall promptly repair and restore the Easement Area to approximately the same condition that existed prior to Grantee’s activities. In the event (a) Grantee causes damage to the Easement Area not permitted by the Easement Purposes, or (b) any claims, damages, expenses, fees, fines, injuries, lawsuits, liabilities, or losses (collectively, “**Claims**”) are asserted against, or incurred by, Grantor which pertain to Grantee’s use of the Easement Area, Grantee shall immediately, at Grantee’s sole expense, repair such damage or indemnify Grantor against such claims, including reasonable attorney fees.

4. Limitations on Grantor's Use. Unless Grantee provides written consent, Grantor shall not construct any building, structure, fence, equipment, or other improvement on or in the Easement Area which prevents Grantee's use of the Easement Area for the purposes identified herein.

5. Perpetual Easement. Except to the extent it is terminated or vacated pursuant to a right granted herein, the Easement provided for under this instrument will be perpetual, will run with the land, and be binding on the parties and their successors and assigns.

6. Default. Any default by Grantee of the obligations and duties imposed herein, which default is not cured within thirty (30) days after written notice from Grantor, shall be deemed the basis for Grantor, at Grantor's option, to terminate this Easement. Notwithstanding the foregoing, any obligations or duties of Grantee arising prior to the date of such termination, including without limitation, the duty to repair damage or indemnify Grantor against claims, will survive termination.

7. Vacating the Easement. Grantee may release its rights, obligations, and duties hereunder by recording a written notice releasing the same in the office of the Utah County Recorder. Notwithstanding the foregoing, any obligations or duties of Grantee arising prior to the date of such termination, including without limitation, the duty to repair damage or indemnify Grantor against claims, will survive such release.

8. Successors. The rights, obligations, and privileges granted herein shall inure to the benefit of, and be binding upon, the parties' successors-in-interest or assigns upon the recordation of an instrument, signed by Grantee and such successor or assignee, identifying such successor or assignee's assumption of Grantee's rights, obligations, and duties hereunder.

9. Miscellaneous. This instrument may not be modified, extended, or amended without the written consent of Grantor and Grantee. This instrument, and the enforcement hereof, shall be governed in accordance with the laws of the State of Utah. In any action to interpret or enforce this instrument, the prevailing party will be entitled to an award of costs and fees, including reasonable attorney fees.

*[End of Instrument. Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date(s) set forth below, to be effective on the recording date hereof.

**GRANTOR:**

SARATOGA 262 PARTNERS LLC,  
a Utah limited liability company

By: *Larry Myler*

Name: *Larry Myler*

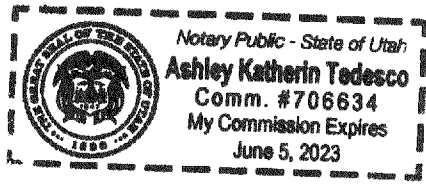
Its: *manager*

Date: *12-16-21*

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

The foregoing instrument was acknowledged before me this 16 day of December, 2021, by Larry Myler, in his/her capacity as Manager of Saratoga 262 Partners LLC (the above Grantor).

SEAL: *Ashley Tedesco*  
Notary Public



**GRANTEE:**

BRIXTON PARK MANAGEMENT LLC,  
a Utah limited liability company

By: [Signature]

Name: James Horsley

Its: Member

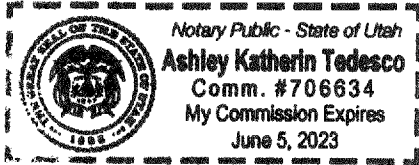
Date: 12/16/21

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 16 day of December, 2021, by James Horsley, in his/her capacity as Member of Brixton Park Management LLC (the above Grantee).

SEAL:

[Signature]  
Notary Public



**EXHIBIT A****(Legal Description of Easement Area)****Parcel 1:****ACCESS AND UTILITY EASEMENT - NORTH**

A Easement for Ingress and Egress and the installation and maintenance of utilities running over, through, and under the following described property being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point which is 1347.83 feet South 89°50'07" East along the north line of said Southwest Quarter to a non-tangent point on a curve and southerly along the arc of a 3425.00 foot radius curve to the left a distance of 87.15 feet (central angle equals 1°27'28" and long chord bears South 4°04'12" East 87.15 feet, bearing to center is North 86°39'32" East) from the West Quarter Corner of said Section; thence South 81°02'52" East 233.88 feet to a point of curvature; thence easterly along the arc of a 203.50 foot radius curve to the left a distance of 55.82 feet (central angle equals 15°43'00" and long chord bears South 88°54'22" East 55.65 feet); thence North 83°14'08" East 143.09 feet to a non-tangent point on a curve; thence southerly along the arc of a 3000.00 foot radius curve to the left a distance of 93.00 feet (central angle equals 1°46'34" and long chord bears South 6°45'52" East 93.00 feet, bearing to center is North 84°07'26" East); thence South 83°14'08" West 143.09 feet to a point of curvature; thence westerly along the arc of a 296.50 foot radius curve to the right a distance of 81.33 feet (central angle equals 15°43'00" and long chord bears North 88°54'22" West 81.08 feet); thence North 81°02'52" West 209.73 feet to a non-tangent point on said 3425.00 foot radius curve; thence northerly along said 3425.00 foot radius curve a distance of 96.09 feet (central angle equals 1°36'27" and long chord bears North 5°36'10" West 96.08 feet) to the point of beginning.

**Parcel 2:****79 FOOT ACCESS AND UTILITY EASEMENT – CENTER**

A 79.00 foot wide Easement for Ingress and Egress and the installation and maintenance of utilities running over, through, and under the following described property being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on a curve which is 1773.74 feet South 89°50'07" East along the quarter section line and southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 1098.81 feet (central angle equals 20°59'09" and long chord bears South 14°19'53" East 1092.68 feet, bearing to center equals North 86°09'41" East) from the West quarter corner of said Section 34; running thence South 68°07'36" West 425.49 feet to a non-tangent point on a curve; thence northwesterly along the arc of a 3425.00 foot radius curve to the right a distance of 79.05 feet (central angle equals 1°19'20" and long chord bears North 23°47'48" West 79.05 feet, bearing to center North 65°33'32" East); thence North 68°07'36" East 425.12 feet to a non-tangent point on a

curve; thence southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 79.06 feet (central angle equals  $1^{\circ}30'36''$  and long chord bears South  $24^{\circ}04'09''$  East 79.06 feet) to the point of beginning.

**Parcel 3:**

**79 FOOT ACCESS AND UTILITY EASEMENT – SOUTH**

A 79.00 foot wide Easement for Ingress and Egress and the installation and maintenance of utilities running over through and under the following described property being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on a quarter section line which is 2702.98 feet South  $89^{\circ}50'07''$  East along the north line of said Quarter and 2257.54 feet South  $0^{\circ}23'55''$  East along the east line of said Quarter from the West Quarter corner of said Section 34; running thence South  $39^{\circ}06'11''$  West 127.24 feet to a non-tangent point on a curve; thence northwesterly along the arc of a 3425.00 foot radius curve to the right a distance of 79.00 feet (central angle equals  $1^{\circ}19'18''$  and long chord bears North  $50^{\circ}55'59''$  West 79.00 feet, bearing to center North  $38^{\circ}24'22''$  East); thence North  $39^{\circ}06'11''$  East 223.12 feet to said east line of said Quarter; thence South  $0^{\circ}23'55''$  East 124.19 feet to the point of beginning.