

AFTER RECORDING RETURN TO:
William Burgess
10397 N. Oak Circle
Highland, Utah 84003

ENTRY NO. 00277982

02/23/2015 10:30:53 AM B: 0564 P: 0119
Easements PAGE 1 / 8
CRAIG J. SPERRY, JUAB COUNTY RECORDER
FEE \$ 26.00 BY MORGAN TITLE



EASEMENT AGREEMENT

This Easement Agreement is entered into this 19th day of February 2013, by Jerolyn Pitt Call and John Stanley Pitt (hereafter referred to as "Pitt") and William Robert Burgess and Alexis Kay Burgess (hereafter referred to as "Burgess").

RECITALS:

- A. Burgess owns real property located in Juab County, State of Utah, more particularly described in Exhibit "A." Burgess recently purchased 115 acres from Pitt, at present being the south half of Tax ID: XC00-2723-111
- B. Pitt owns the remaining acreage adjacent to the described property, to the North, legally in Exhibit "B", being the North half portion of Tax ID: XC00-2723-111
- C. See Exhibit "C" for the Record of Survey Map prepared by Professional Land Surveyor Dan Knowlden Jr., PLS #7173588 of Valley Land Surveying, showing the proposed property line between the parcels (hereafter referred to as "Property Boundary Line."
- D. The Parties are desirous to create an Easement for Access and Power, benefiting both parties and properties, as described in further detail below.

NOW, THEREFORE, for value received, the Parties agree as follows:

1. Grant of Easement for Access. The parties hereby grant to each other a twenty (20) foot wide easement for vehicular, pedestrian, and livestock access, ingress, and egress, with the centerline being the Proposed Boundary Line that correlates with an existing access road running approximately 3000 feet west from Goshen Canyon Road as depicted on the map attached hereto as "Exhibit D." This Easement will only run east and west and will terminate at the north/south intersection of the "T" of the access road. This easement will hereafter be referred to as the "Access Easement" or Access Easement Area."
2. Grant of Easement for Power Line. The Parties also hereby grant to each other a fifteen (15) foot-wide easement with the centerline of the easement being the power line buried on/within the Access Easement Area on the Burgess property, along the existing access road running approximately 3000 west from Goshen Canyon Road, as depicted on the map attached hereto as Exhibit "D" so as to allow each other access to and maintenance, including repair if necessary, of the power line connecting their properties (hereafter referred to as "Power Easement" or "Power Easement Area"). This Power Easement will

also only run east/west and will terminate at the electrical box located at the north/south junction.

3. Purpose of Easements. The purposes of these Easements is for ingress and egress upon said Access Easement Area and for the replacement, improvement, repair, maintenance and operation of the power line, if necessary. Collectively, the Access Easement Area and the Power Easement Area may be referred to as "Easement Areas."
4. Uses of Easement. The Parties agree to not unreasonably interfere with the each other's use of the Easement Areas granted herein or to place/construct improvements within Easement Areas that materially interfere with permitted uses. The Parties agree to not park large vehicles or trailers in the Access Easement area that would impede or impair in any way access by another Owner to their property, or that would block access by fire or other emergency vehicles, equipment, or personnel. The Parties further agree to not interfere with the paramount and primary use of each other's property.

Prior to August 1, 2017, Burgess will be responsible for the maintenance, costs, and repairs of the Easement Areas. Thereafter, the maintenance, cost, and repair of the Easements shall be the shared responsibility of the parties, their successors and assigns, unless the maintenance, cost or repair is specific to a certain Party or property.

If a party disturbs the surface area within the Easement Areas, it shall restore the surface to the pre-disturbance condition to the reasonable satisfaction of the other Party.

5. Nature of Work. All work performed in Easement Areas, for the Easements shall be made using quality materials and shall be performed in a workmanlike manner in compliance with generally accepted construction and engineering practices.
6. Term of Easements. The Access Easement granted in this Agreement shall run with the land, for perpetuity. The Power Easement shall run with the land for perpetuity, so long as the power line is used or necessitated by one of the Parties. In the event that both Parties obtains power from other another source and the line is no longer intended for use, than the Power Easement provided for in this Agreement may be terminate by mutual agreement.
7. Indemnity. The parties agree to indemnify and hold each other harmless from any claims, suits, losses, expenses, or damages to any person or property arising from the use of the Easement Areas, except as is caused by the negligence or willful act of the other party, its guests, agents, or invitees.
8. Successors and Assigns. The Easements granted in this Agreement shall be for the use and benefit of all such owners, tenants, subtenants, guests, and such persons, heirs, successors, transferees and assignees of Grantee.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor for the benefit of Grantee or its assigns.

The parties hereto and their successors and assigns agree that the easement rights granted herein shall survive any merger of title and shall not be terminated by the doctrine of merger or any other legal or equitable doctrine.

9. Entire Agreement. This Agreement constitutes and contains the entire agreement between the Parties and supersedes any and all prior negotiations, correspondences, understanding, and agreements between the parties respecting the subject matter hereof.
10. Amendment. This Agreement may be amended only by writing signed by all parties hereto.
11. Governing Law. This Agreement shall be governed under the laws of the state of Utah, and any action between the parties arising out of the business relationship contemplated by this Agreement shall be brought in Juab County, Utah. If either party is required to bring any action to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs incurred in the action.
12. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement and the remaining provisions of this Agreement shall remain in full force and not be effected.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement the day and year first written above.

PITT:

Jerolyn Pitt Call
Jerolyn Pitt Call

John Stanley Pitt
John Stanley Pitt

BURGESS:

William Robert Burgess
William Robert Burgess

Alexis Kay Burgess
Alexis Kay Burgess

NOTARY ACKNOWLEDGEMENT

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 17 day of February 2015, personally appeared before me Jerolyn Pitt Call and John Stanley Pitt, who executed the same.



Hillary Morgan
Notary Public
Residing in
Commission Expires:

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 19 day of February 2015, personally appeared before me William Robert Burgess Alexis Kay Burgess, who executed the same.



Hillary Morgan
Notary Public
Residing in Orion
Commission Expi 8-20-18

Exhibit A
Burgess Property Description

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°01'01" EAST 309.04 FEET ALONG THE SECTION TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 01°01'01" EAST 783.49 FEET ALONG THE SECTION LINE; THENCE NORTH 88°24'43" EAST 6496.37 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE ALONG SAID COUNTY ROAD RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) NORTH 09°34'43" WEST 172.78 FEET; (2) NORTH 13°28'51" WEST 110.80 FEET; (3) NORTH 18°00'57" WEST 522.05 FEET; THENCE SOUTH 88°26'28" WEST 6294.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,009,601 SQFT, OR 115.00 ACRES MORE OR LESS

BEING THE SOUTH HALF PORTION OF TAX ID: XC00-2723-111

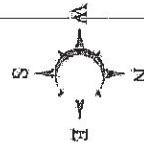
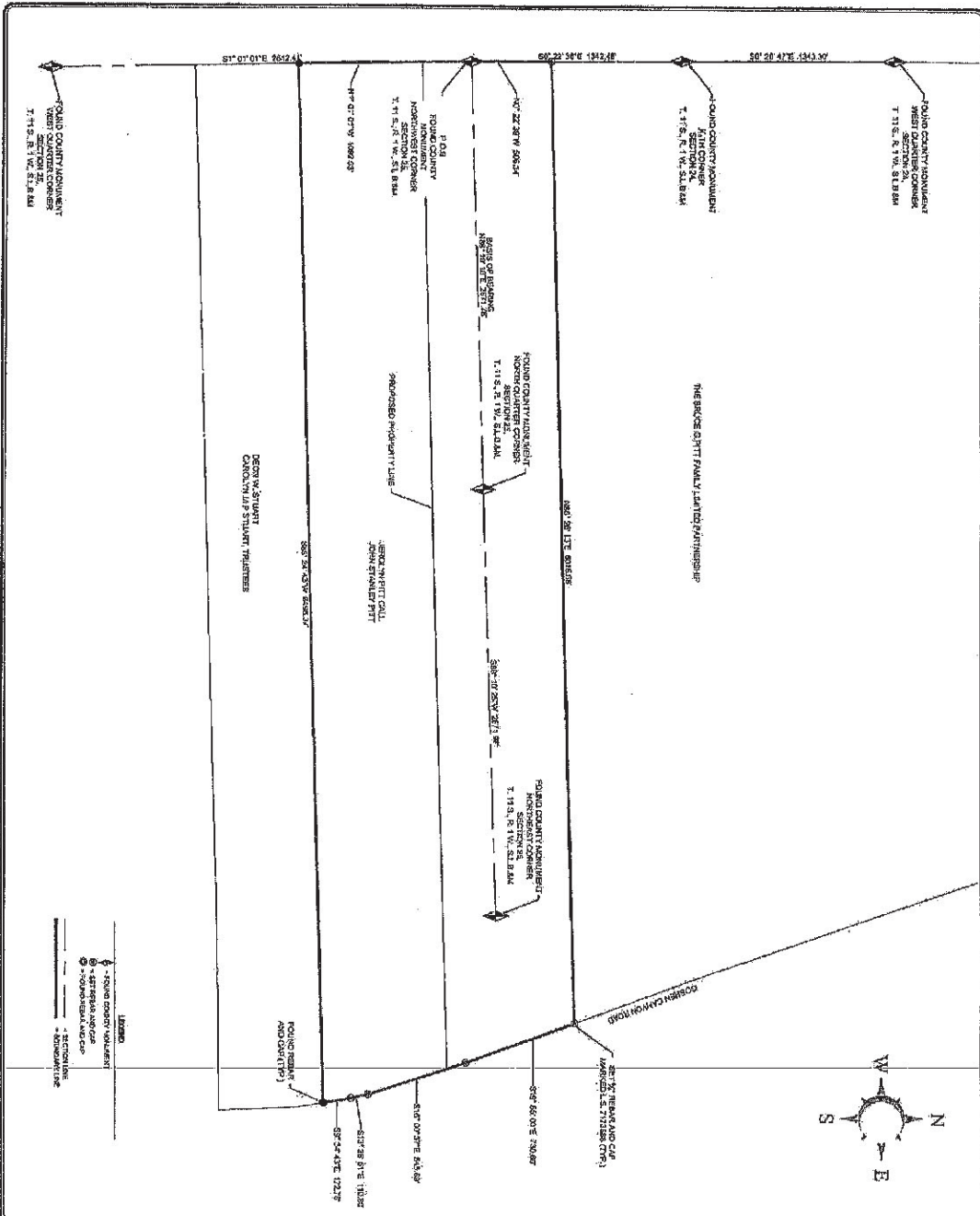
Exhibit B Pitt Property Description

BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS BEARING = NORTH 88°10'18" EAST 2671.78 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 25); THENCE NORTH 00°22'39" WEST 506.14 FEET ALONG THE SECTION LINE; THENCE NORTH 88°28'13" EAST 6015.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD, THENCE SOUTH 19°55'00" EAST 730.60 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 18°00'57" EAST 645.69 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 13°28'51" EAST 110.80 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH 09°34'43" EAST 172.78 FEET ALONG SAID RIGHT- OF- WAY LINE, THENCE SOUTH 88°24'43" WEST 6496.37 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 01°01'01" WEST 1092.53 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. EMBRACING A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND EMBRACING A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 11 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING 115 ACRES DESCRIBED IN EXHIBIT A:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°01'01" EAST 309.04 FEET ALONG THE SECTION TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 01°01'01" EAST 783.49 FEET ALONG THE SECTION LINE; THENCE NORTH 88°24'43" EAST 6496.37 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE ALONG SAID COUNTY ROAD RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) NORTH 09°34'43" WEST 172.78 FEET; (2) NORTH 13°28'51" WEST 110.80 FEET; (3) NORTH 18°00'57" WEST 522.05 FEET; THENCE SOUTH 88°26'28" WEST 6294.07 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 5,009,601 SQFT, OR 115.00 ACRES MORE OR LESS BEING THE SOUTH HALF PORTION OF TAX ID: XC00-2723-111

Exhibit C



RECORD OF SURVEY

MONA 230 ACRE

LOCATED BY SECTIONS 24 AND 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST AND SECTIONS 19 AND 20, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN.

SUBDIVISION CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED LAND AND INTEREST THEREIN ARE ACCURATELY DESCRIBED BY THE ABOVE PLAT AND CORRECTLY REPRESENTED BY THIS CERTIFICATE.



REGULATORY PERMISSION:

REGULATORY PERMISSION: I HEREBY CERTIFY THAT THE ABOVE DESCRIBED LAND AND INTEREST THEREIN ARE ACCURATELY DESCRIBED BY THE ABOVE PLAT AND CORRECTLY REPRESENTED BY THIS CERTIFICATE.

WARNING:

WARNING: THIS SURVEY WAS CONDUCTED BY ME AS A PROFESSIONAL SURVEYOR. I AM NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR THE RESULTS THEREOF. THE USER OF THIS SURVEY IS RESPONSIBLE FOR THE ACCURACY OF THE SURVEY AND THE RESULTS THEREOF.



P. (801) 516-6846
p@valleyland.com
3833 Keith Street, Suite 100
Spanish Fork, UT 84660

REVISION	DATE	BY	DESCRIPTION

PROJECT NAME: MONA 230 ACRE
 PROJECT LOCATION: MONA, UT
 SHEET NO.: 1 of 1
 RECORD OF SURVEY

Exhibit D

