

When Recorded, Mail To:
A&B Bryce Hotels, LLC
2120 South Cottonwood
Canyon Road #125
Holm, UT 84718

SEPTIC EASEMENT AGREEMENT

This SEPTIC EASEMENT AGREEMENT (the "Agreement") is made effective as of the 31st day of October, 2023 by and between HOLMBRANDS LLC, of Garfield County, State of Utah ("Grantor") and A&B Bryce Hotels LLC, of Garfield County, State of Utah ("Grantee"). The Grantor and Grantee may sometimes hereinafter be referred to individually, as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, Grantor is the fee owner of certain land located in the County of Garfield, State of Utah as more particularly described on Schedule A, attached hereto and incorporated herein by this reference (the "Servient Estate");

WHEREAS, Grantee is the fee owner of certain land located in the County of Garfield, contiguous to the Servient Estate in the County of Garfield, State of Utah, as more particularly described on Schedule B, attached hereto and incorporated herein by this reference (the "Dominant Estate");

WHEREAS, Grantor is willing to accommodate the needs and desires of Grantee subject to the terms and conditions set forth in this Agreement;

WHEREAS, a diagram marked Schedule C showing the above referenced properties, the boundaries of each and a cross-hatched portion indicating the area of the septic system over the Servient Estate is attached hereto and made a part hereof, said Access Easement Area being more particularly described by a metes and bounds description set forth in Schedule D annexed hereto and by this reference made a part hereof;

WHEREAS, the Parties desire to establish the non-exclusive easement for ingress, egress, and access in, to, over, across and upon the Access Easement Area as defined below for the benefit of the Grantee and the present and future owners, tenants, employees, occupants, licensees, and invitees thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parties covenant and agree that the Access Easement Area and all present and future owners, tenants, occupants, and invitees of the Parties shall be and hereby

are subject to the terms, easements, covenants, conditions and restrictions as follows:

ARTICLE 1. ACCESS EASEMENT

- 1.1. Grantor grants to Grantee a non-exclusive easement on, over and across that certain portion of the Servient Estate more particularly depicted on Schedule C and described on Schedule D, attached hereto and incorporated herein by this reference for the purpose of constructing, operating, maintaining, repairing and reconstructing a septic system structure and all necessary appurtenances, including the right of ingress and egress, and access to all reasonable areas around the septic system (the "Access Easement Area").
- 1.2. The Access Easement Area shall be used to permit and enable Grantee and future owners of said parcels, their heirs and assigns to pass over the Access Easement Area for the purposes stated herein.

ARTICLE 2. MAINTENANCE AND RESTORATION

- 2.1. Grantee shall maintain the Access Easement Area in good order and condition. Grantee shall promptly repair any damage to the Servient Estate and Grantor's improvements located thereon (including, without limitation, any and all fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt and soft surfaces, reasonable landscaping, fences, signs, lighting, buildings, etc.) caused by Grantee and/or its permittees, and shall restore the Access Easement Area and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Access Easement Areas by the Grantee or its permittees.

ARTICLE 3. CONSIDERATION

- 3.1. In consideration for the easement granted herein, Grantee agrees to pay to Grantor in legal tender of the United States of America an amount equal to TEN DOLLARS (\$10.00).

ARTICLE 4. ABANDONMENT OF THE ACCESS EASEMENT AREA

- 4.1. In the event that Grantee (i) decides to abandon the Access Easement Area, (ii) ceases to make use of the Access Easement Area for a period of one (1) year, or (iii) fails to maintain the area, (a) this Agreement and the Access Easement Area granted herein shall automatically terminate and either party may record an instrument providing notice of such termination, and (b) Grantor shall, at its sole cost and expense, close the Access Easement Area and all appurtenant improvements thereon in a good and workmanlike manner and in accordance with all applicable state and local statutes, ordinances, rules and regulations.

ARTICLE 5. GENERAL TERMS

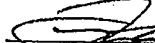
- 5.1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
- 5.2. Binding Effect. In all respects, this Agreement shall be construed as covenants that run with and are appurtenant to the land of the Parties described above and shall be binding upon and

inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

- 5.3. Liens. Grantee shall keep the Access Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor (with counsel selected by Grantor) from any liens that may be placed on the Access Easement Area pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of its permittees. Any such liens shall be released of record within thirty (30) days.
- 5.4. Taxes. Any increase in general ad valorem taxes assessed hereunder without reduction for any exemption or reduction due to Grantee's use of the Access Easement Area shall be borne by Grantee and paid to Grantor within thirty (30) days receipt of the true notice. Grantee shall pay all taxes and assessments levied against, or resulting from, the Access Easement Area.
- 5.5. Successors. It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the owners benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives.
- 5.6. Owner's Acceptance. The owner of any of the properties, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from either Party or from any subsequent owner of such properties, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the properties so acquired by such grantee.

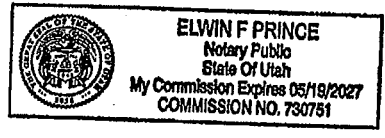
IN WITNESS WHEREOF, the Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

(signatures on following pages)


TRAVIS HOLM, MANAGING MEMBER
HOLMBRANDS, LLC
GRANTOR

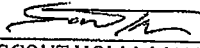
STATE OF Utah)
)SS.
COUNTY of Garfield)

On the 31st day of OCTOBER, 2023, personally appeared before me, Travis Holm, managing member of Holmbrands, LLC the signer of the within instrument who duly acknowledged to me that he executed the same.



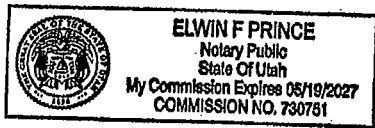

NOTARY PUBLIC

My Commission Expires: 5-19-23 *sp*
5-19-27


REGGIE SCOUT HOLM, MANAGING MEMBER
A&B BRYCE HOTELS, LLC
GRANTEE

STATE OF Utah)
) :ss.
COUNTY of Garfield)

On the 31st day of OCTOBER, 2023, personally appeared before me, Reggie Scout Holm, managing member of A&B Bryce Hotels, LLC the signer of the within instrument who duly acknowledged to me that he executed the same.




NOTARY PUBLIC

My Commission Expires: 5-19-27

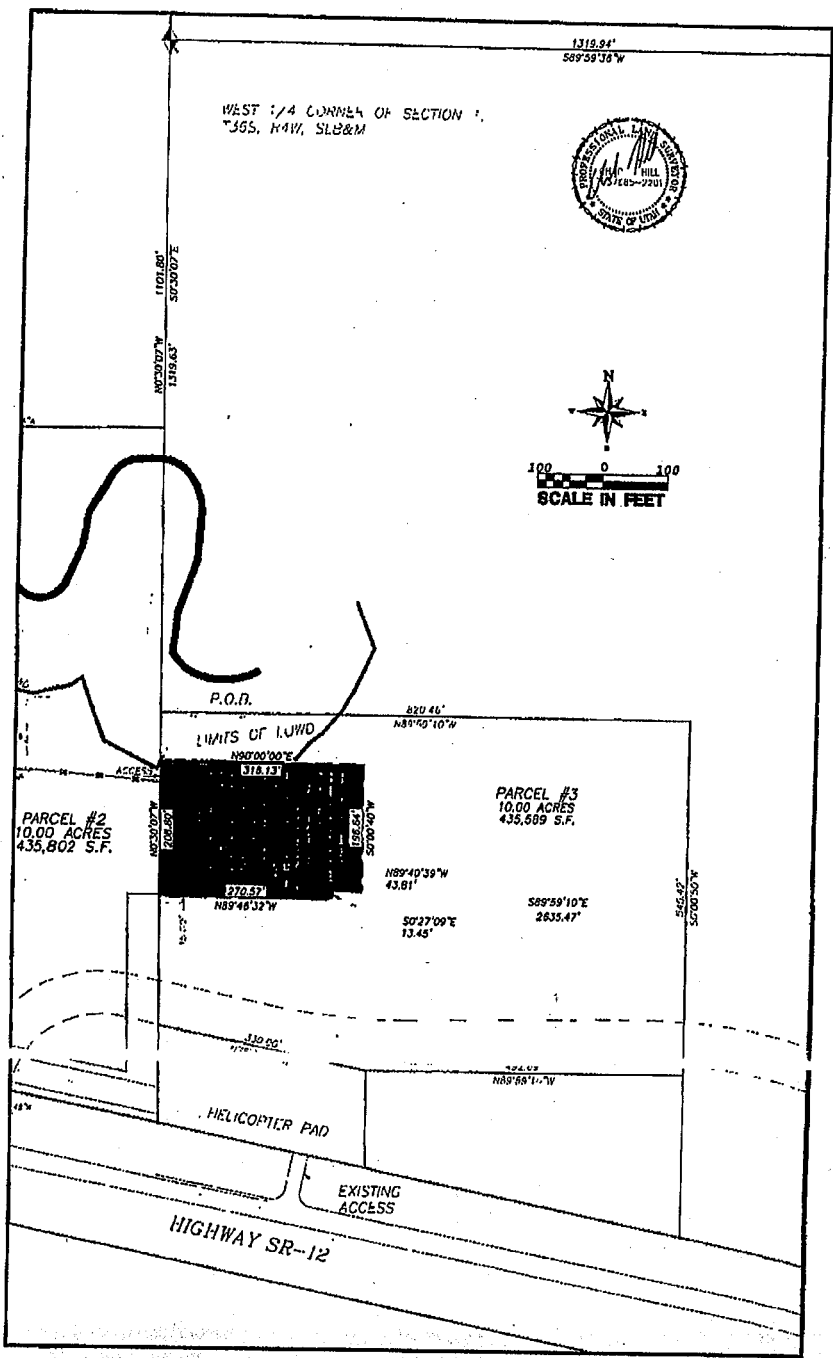
SCHEDULE A

BEG AT A POINT S0°30'06"E ALONG THE SEC LINE 1026.64 FT FROM THE W 1/4 COR
OF SEC 1 T36S R4W SLB&M AND RUNNING TH S89°59'10"E 820.45 FT; TH S0°00'50"W
545.42 FT; TH N89°59'10"W 492.69 FT; TH N78°32'48"W 330.00 FT ALONG THE N LOT
LINE OF AN EXISTING HELIPAD; TH N0°30'06"W 479.99 FT ALONG THE SEC LINE TO
THE POB CONT 10.00 AC M/L

SCHEDULE B

Beginning at a point South $00^{\circ}30'07''$ East along the section line 591.60 feet from the East quarter corner of Section 2, Township 36 South, range 4 West, Salt Lake Base and Meridian; thence South $00^{\circ}30'06''$ East along the Section line 715.04 feet; thence South $89^{\circ}29'54''$ West 50.00 feet; thence South $00^{\circ}30'06''$ East 271.92 feet; thence North $78^{\circ}32'48''$ West 434.10 feet; thence North $00^{\circ}30'06''$ West 897.04 feet; thence North $89^{\circ}29'54''$ East 474.68 feet to the Point of Beginning.

SCHEDULE C



SCHEDULE D

COMMENCING AT THE WEST QUARTER CORNER SECTION OF 1,
TOWNSHIP 36 SOUTH, RANGE 4 WEST, OF THE SALT LAKE BASE &
MERIDIAN; THENCE S0°30'07"E ALONG THE QUARTER SECTION
LINE 1026.63 FEET TO THE POINT OF BEGINNING;
THENCE N90°00'00"E 316.13 FEET; THENCE S00°00'40"W 196.64 FEET;
THENCE N89°40'39"W 43.81 FEET; THENCE S00°27'09"E 13.45 FEET;
THENCE N89°46'32"W 270.57 FEET TO THE QUARTER SECTION LINE;
THENCE N00°30'07"W. ALONG SAID LINE 208.80 FEET; TO THE POINT
OF BEGINNING. AREA CONTAINS 65,417 SQUARE FEET OR 1.502 ACRES.