



WHEN RECORDED, RETURN TO

Visionary Homes

50 East 2500 North, Suite 101

North Logan, UT 84341

PRIVATE ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made and entered into on the date of execution listed below by and between Archibald Estates Townhome Association (the "Grantor"), whose address is 50 East 2500 North, Suite 101, Logan, UT 84341 and Econo Waste, Inc. (the "Grantee"), whose address is 1988 South 1100 West, Ogden, UT 84401.

RECITALS

A. The Grantor is the owner of certain real property located in Box Elder County, Utah (the "Grantor's Property"), as depicted on Plats J, L, and M for the Archibald Estates Subdivision which are recorded in the office of the Box Elder County Recorder (the "Plats").

B. The Grantor desires to grant and the Grantee desires to acquire certain rights in the Grantor's Property for access to the private streets to be used for the collection of household waste.

C. NOW THEREFORE, in consideration of the sum of \$10.00 cash, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties agree as follows:

AGREEMENT

1. **Grant of Easement.** The Grantor hereby grants a nonexclusive easement (the "Easement") for ingress, egress, and beneficial use (the "Easement Rights") to the Grantee, its successors and assigns upon, under, across and over all private streets depicted on the Plats (the "Easement Area").

2. **Warranty of Title.** The Grantor warrants that the Grantor is the owner of the interest hereby conveyed and that the Grantor has the right to make this conveyance, and covenants that the Grantee, its successors and assigns, shall quietly enjoy the premises for the uses herein stated.

3. **Covenant Not to Disturb.** The Grantor further covenants that it will not interfere with the exercise of the Easement Rights by the Grantee or its invitees, contractors, agents or licensees. Grantor shall not erect or install any building, structure, or improvement within the Easement Area without the written consent of the Grantee.

4. **Maintenance and Improvement.** The Grantor may improve or maintain the Easement Area in Grantor's sole discretion and at Grantor's expense, including without limitation: the right to install or construct lanes, rights of way, or paths for vehicular, animal, or pedestrian access. Grantee shall not be responsible for damages to Grantor's pavement or other driving

surfaces resulting from the weight of Grantee's vehicles in their normal course of servicing the equipment at the location designated by Grantor.

5. **Covenants Run with the Land.** The agreements, conditions, covenants and promises contained in this Agreement are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of the Grantor's Property.

6. **Payment of Taxes.** The Grantee shall have no obligation to pay any taxes, assessments or other fees associated with the Easement Area.

WITNESETH:

GRANTOR:

ARCHIBALD ESTATES TOWNHOME ASSOCIATION

Dallas Nicoll
By: Dallas Nicoll
Its: Manager

10/18/2021
Date

State of UTAH)
County of Cache) ss

On this 18 day of October, 2021, personally appeared before me Dallas Nicoll, who did say that he/she is a Manager for the Archibald Estates Townhome Association and the signer of the above document, who duly acknowledged to me that they executed the same.

Kaye Lucherini
Notary Public

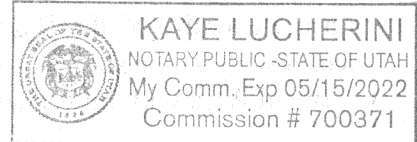


EXHIBIT "A"

Legal Description

All of Townhome Buildings A, B, Q, and R, located on Archibald Estates Plat "J", as depicted on the Plat recorded in the office of the Box Elder County Recorder, and further described as follows:

Parcel No. 05-251-0049 through 05-251-0074.

All of Archibald Estates Plat "L", as depicted on the Plat recorded in the office of the Box Elder County Recorder. ENCUMBERS 05-043-0095, 0088

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning on the west line of Archibald Estates Plat "J" at a point 539.74 feet S 89°51'37" E along the Section Line (Basis of Bearing) and 225.40 feet S 00°25'46" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and RUNNING THENCE S 00°25'46" W 80.00 feet; thence 125.17 feet along the arc of a 249.50 foot radius curve to the left with chord bearing N 78°05'26" E 123.86 feet; thence 50.96 feet along the arc of a 110.50 foot radius curve to the right with chord bearing N 76°55'45" E 50.50 feet; thence S 89°51'37" E 136.93 feet; thence 18.05 feet along the arc of a 15.00 foot radius curve to the right with chord bearing S 55°22'48" E 16.98 feet; thence S 00°08'23" W 94.90 feet; thence 168.13 feet along the arc of a 1030.00 foot radius curve to the left with chord bearing S 04°32'12" E 167.95 feet; thence 148.06 feet along the arc of a 1470.00 foot radius curve to the right with chord bearing S 06°19'39" E 148.00 feet; thence N 89°19'22" W 497.08 feet; thence N 00°42'07" E 149.43 feet; thence N 89°51'37" W 39.95 feet; thence N 00°08'23" E 226.93 feet; thence N 59°41'09" E 62.68 feet; thence N 24°23'06" E 53.20 feet; thence EAST 108.47 feet to the point of beginning. Containing 4.79 acres and twelve townhome units.

All of the Archibald Estates Plat "M", as depicted on the Plat recorded in the office of the Box Elder County Recorder. ENCUMBERS 05-043-0095

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning at the intersection of the East line of Bear River Canal and South right-of-way line of 1000 North Street at a point 120.62 feet S 89°51'37" E along the Section Line and 33.00 feet S 00°25'46" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and RUNNING THENCE S 89°51'37" E 419.12 feet to the west line of Archibald Estates Plat J; thence S 00°25'46" W 192.40 feet along said west line to the north line of Archibald Estates Plat L; thence the following six courses along the west line of said Plat L; (1) WEST 108.47 feet; (2) S 24°23'06" W 53.20 feet; (3) S 59°41'09" W 62.68 feet; (4) S 00°08'23" W 226.93 feet; (5) S 89°51'37" E 39.95 feet; (6) S 00°42'07" W 149.43 feet to the southwest corner of said Plat L; thence N 89°19'22" W 279.44 feet to the East line of said Bear River Canal; thence N 00°46'23" E 646.71 feet along said East line to the point of beginning.