

WHEN RECORDED MAIL TO:

Payson Properties, LLC, a Utah limited liability company

1616 Goosenest Drive
Payson, UT 84657

RIGHT-OF-WAY EASEMENT AGREEMENT

This Right-of-Way Easement Agreement (“Agreement”) is entered into this 12th day of September, 2023, by and between Sarah A. Shuler, (“Shuler”), and Payson Properties, LLC, a Utah limited liability company (“Payson Properties”), hereinafter jointly referred to as the “Parties”..

A. WHEREAS, “Shuler” is the owner of that certain real property located in Utah County, State of Utah, and more particularly described in Exhibit “A”, a copy of which is attached hereto and by this reference incorporated herein.

B. WHEREAS, “Payson Properties” is the owner of that certain real property located in Utah County, State of Utah, and more particularly described in Exhibit “B”, a copy of which is attached hereto and by this reference incorporated herein.

D. WHEREAS, pursuant to this Agreement, the Parties desire to Establish a perpetual Right-of-Way and Easement for vehicular access, ingress and egress over and across the “Shuler” property for the use and benefit of the “Payson Properties” property and for putting in a road and drive and necessary improvements, including utilities needed to service said property and any future improvements.

NOW, THEREFORE,

For the sum of Ten Dollars (10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned “Shuler”, GRANTOR hereby grant, convey, sell and set over unto “Payson Properties”, hereinafter referred to as GRANTEE, its successors, assigns, lessees, licencees and agents a perpetual right-of-way and easement for INGRESS and EGRESS and to lay, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, manholes, laterals, roads, transmission structures, gas lines and facilities and any incidentals thereto, said right-of-way and easement being situated in Utah County, Utah, over and through a parcel of the GRANTOR'S land, more particularly described in **Exhibit “C”**, a copy of which is attached hereto and by this reference incorporated herein.

1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

2. Grantor warrant that they and no one else hold title to the above described property and that they have authority to convey and transfer said Right-of-Way and Easement to said

“Payson Properties”, grantee(s).

3. GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE(s).

4. During construction periods, GRANTEE(s) and its agent may use such portion of GRANTORS property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

5. GRANTORS shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere or impede ingress and egress along said Right of Way and Easement described herein, or any other rights granted to the GRANTEE(s) hereunder.

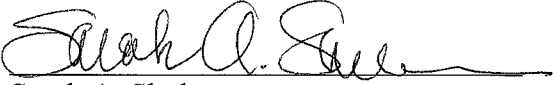
6. GRANTEE(s) shall be responsible for the upkeep and maintenance of said Right-of-Way and Easement.

7. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to improvement, realignment and construction of existing roadways and any development of the property that may be contemplated in the future. Any future development of the property shall be done by written Agreement executed by the then parties with the fee simple and/or equitable interest of the property described herein for the mutual benefit of the parties with regard to relocation, reconstruction, construction, improvement, and any incidental purposes necessary for the Right-of-Way and Easement established by this Agreement.

8. Successors. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, and shall constitute covenants running with the land.

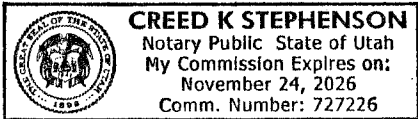
9. Amendment. This Agreement may be modified or amended only by a written instrument executed by the then parties with the fee simple and/or equitable interest of the property described herein, for and on behalf of the Benefitted Parties.

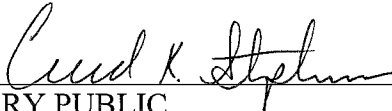
IN WITNESS WHEREOF we have caused this perpetual Right-of-Way Easement Agreement to be executed this day and year first written above.


Sarah A. Shuler

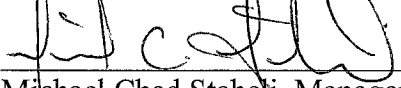
STATE OF UTAH)
 :
COUNTY OF UTAH)

On the 12th day of September, 2023, personally appeared before me Sarah A. Shuler the signer of the within instrument, who duly acknowledged to me that she executed the same.



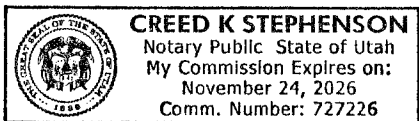

NOTARY PUBLIC

Payson Properties, LLC, a Utah limited liability company


Michael Chad Staheli, Manager

STATE OF UTAH)
 :
COUNTY OF UTAH)

On the 12th day of September, 2023, personally appeared before me Michael Chad Staheli, Manager of Payson Properties, LLC, a Utah limited liability company the signer of the within instrument, who duly acknowledged to me that he executed the same.





NOTARY PUBLIC

EXHIBIT A LEGAL DESCRIPTION

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Commencing South 1313.26 feet and West 1320 feet from the East Quarter Corner of Section 22, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 521.32 feet; thence East 218.00 feet; thence North 182.17 feet; thence South 89°11'00" West 221.17 feet; thence North 00°49'00" West 122.42 feet; thence North 88°15'08" West 10.23 feet; thence South 00°39'41" East 823.09 feet; thence South 89°52'20" East 6.22 feet to the point of beginning.

ALSO COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1102.08 FEET AND SOUTH 632.07 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°11'00" EAST 23.65 FEET; THENCE SOUTH 01°21'55" EAST 83.30 FEET ALONG AN EXISTING FENCE AND EXTENSION THEREOF TO A FENCE CORNER; THENCE SOUTH 83°04'33" WEST 25.82 FEET ALONG AN EXISTING FENCE; THENCE NORTH 86.05 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1102.08 FEET AND SOUTH 718.12 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 83°04'33" EAST 25.82 FEET ALONG AN EXISTING FENCE TO A FENCE CORNER; THENCE SOUTH 01°21'55" EAST 85.27 FEET ALONG THE EXTENSION OF AN EXISTING FENCE; THENCE WEST 27.66 FEET; THENCE NORTH 82.14 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1102.08 FEET AND SOUTH 778.25 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 22.00 FEET; THENCE WEST 218.00 FEET; THENCE NORTH 22.00 FEET; THENCE EAST 218.00 FEET TO THE POINT OF BEGINNING.

LESS AND ACCEPTING FROM THE ABOVE DESCRIPTIONS THE FOLLOWING:

COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1332.08 FEET AND SOUTH 797.39 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°59'48" EAST 11.98 FEET; THENCE SOUTH 499.29 FEET; THENCE NORTH 89°52'20" WEST 6.22 FEET; THENCE NORTH 00°39'41" WEST 499.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1102.08 FEET AND SOUTH 800.25 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 218.00 FEET; THENCE WEST 218.00 FEET; THENCE NORTH 218.00 FEET; THENCE EAST 218.00 FEET TO THE POINT OF BEGINNING.

A Portion of Tax ID No. 30:073:0219

EXHIBIT C
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

COMMENCING AT A POINT BEING LOCATED SOUTH 89°17'13" WEST 1334.40 FEET AND SOUTH 596.48 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°11'00" EAST 28.95 FEET; THENCE SOUTH 00°39'41" EAST 201.31 FEET; THENCE NORTH 89°59'48" WEST 28.95 FEET; THENCE NORTH 00°39'41" WEST 200.90 FEET TO THE POINT OF BEGINNING.