

WHEN RECORDED MAIL TO:

HRLS Alaska Trust  
PO Box 1274  
American Fork, Utah 84003

File No.: 113930-KIM

ENT 94034:2019 PG 1 of 15  
Jeffery Smith  
Utah County Recorder  
2019 Sep 23 09:57 AM FEE 40.00 BY LT  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

## **WELL ACCESS AND WATER LINE EASEMENT**

In Reference to Tax ID Number(s):

59-018-0010, 59-018-0012, 59-045-0086, 59-056-0019, 59-045-0031, 59-045-0085, 59-018-0033 and  
59-056-0020

## WELL ACCESS AND WATER LINE EASEMENT

This **WELL ACCESS AND WATER LINE EASEMENT** (“Easement Agreement”) is given this 18 day of September, 2019, by FLAGSHIP EM Holdings, LLC, a Utah limited liability company (“Grantor”), to Sherie A. Warner and Janice A. Pace as co-trustees of the HRLS ALASKA TRUST, dated January 2, 2014 (“Grantee”), with an address of P.O. Box 1274, American Fork, UT 84003. Herein, the term “Grantor” shall include any and all successors or assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any successors or assignees of Grantee.

### WITNESSETH

**WHEREAS**, Grantor is the fee simple owner of certain real property situated in Utah County, State of Utah, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Grantor Property"); and

**WHEREAS**, Grantee has retained ownership of one (1) water well and the surrounding real property within the boundary of the Grantor Property (the "Grantee Well Property"), more specifically described in Exhibit "B" attached hereto and incorporated herein; and

**WHEREAS**, Grantee also owns a second well and the surrounding real property on a nearly adjacent parcel of land with an existing water line and easement that extends onto the Grantor Property, more specifically described in Exhibit “B” attached hereto and incorporated herein; and

**WHEREAS**, Grantor has agreed to grant and convey to Grantee: (a) a non-exclusive, perpetual waterline easement over, on, under, upon, and across several portions of the Grantor Property (the “Easement Area”); and (b) a non-exclusive well access right-of-way (the “Right-of-Way Area”), for the specific and limited purposes set forth herein, more specifically described in Exhibit "C" attached hereto and incorporated herein; and

**WHEREAS**, a map of said easement(s) and right(s)-of-way is attached hereto and incorporated herein as Exhibit “D”;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor and Grantee agree to the scope, nature, and character of this easement and right-of-way as follows:

1. Grant of Waterline Easement. Subject to the terms and conditions set forth herein, Grantor hereby establishes, creates, grants, and conveys to Grantee a non-exclusive, perpetual easement (the “Waterline Easement”) over, on, under, upon and across the Easement Area for the purpose of constructing, operating, and maintaining underground water transmission lines, along with the necessary utilities and appurtenant parts thereof within the Easement Area. Grantee shall temporarily have an additional 20 feet of easement area (10 feet on each side of the Easement Area) as necessary for construction of new waterlines within the Easement Area (the “Temporary

Construction Easement”). Once a new waterline has been constructed within the Easement Area, the Temporary Construction Easement related to that portion of the Easement Area where the new waterline is constructed shall automatically and permanently cease to exist.

2. Grant of Well Access Right-of-Way. Subject to the terms and conditions set forth herein, Grantor hereby establishes, creates, grants, and conveys to Grantee a non-exclusive right-of-way over, upon and across the Right-of-Way Area for the purpose of providing access for operating and maintaining the existing water well on the Grantee Well Property (“Well Access Right-of-Way”), along with the necessary utilities and appurtenant parts thereof.

3. Intent of Easement and Right-of-Way. The Waterline Easement and Well Access Right-of-Way are intended to ensure that Grantee has: (a) the ability to operate the existing water well located on the Grantee Well Property and transmit water through the water lines beginning on the Grantee Well Property and/or the water well located nearby adjacent to the Grantor Property and continuing onto and through the adjacent Easement Area to the boundary line(s) of the Grantor Property and thence beyond; and (ii) vehicular and pedestrian access to the Grantee Well Property located within the Easement Area, and access necessary for construction, operation, maintenance, and repair of the waterlines located in the Easement Area itself.

4. Nature of Easement and Right-of-Way. The Waterline Easement shall be non-exclusive, perpetual, and run with the land. The Well Access Right-of-Way is non-exclusive and runs with the land, and shall remain in full force and effect until the dedication or granting of a public right-of-way to a city, county, special improvement district and/or other governmental authority which renders the Well Access Right-of-Way no longer necessary, at which time Grantee, or its successors or assigns, shall file in the public records of Utah County, State of Utah a notice that the Easement has been terminated and is no longer of any force or effect. Grantor may also request that Grantee terminate any portion of the Waterline Easement in the Easement Area that is abandoned or no longer necessary, and Grantee termination upon request shall not be unreasonably withheld.

5. No Dedication. No dedication or permanent right of access by the general public to any portion of the Property is conveyed by this Easement.

6. Limitations of Grantor Use of Easement Area. Grantor or its successors, assigns, agents, contractors, or anyone acting through those persons, shall not erect any structure, building or fence over or within the Easement Area without obtaining the prior written approval of the Grantee. Grantor or its successors, assigns, agents, contractors, or anyone acting through those persons, shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might be reasonably expected to materially obstruct or impair the water line without obtaining the prior written approval of the Grantee. Grantor or its successors, assigns, agents, contractors, or anyone acting through those persons, shall not change the grade, elevation or contour of any part of the Easement Area without obtaining prior written consent of the Grantee. Grantor shall not construct any improvements on, under or above, make any other modifications to, or remove any other improvements from, the Easement Area that would be inconsistent or interfere with the easement(s) and right(s)-of-way granted herein. Any approval or consent of Grantee required under this Easement shall not be unreasonably delayed or withheld.

7. Limitations of Grantee Use of Easement Area. Grantee covenants and agrees that it shall make no use of the Easement which is inconsistent with the rights hereby conveyed or exceed the scope of the rights herein granted. Except for the installation, construction, operation, maintenance, repair, replacement and removal of wells on the Grantee Well Property and water lines in the Easement Area, and related improvements within the Grantee Well Property and Easement Area, Grantee shall not construct any other improvements on, make any other modifications to, or remove any other improvements from the Easement Area. Except as necessary to accomplish the purposes of this Easement, Grantee shall not install or construct any improvements, facilities, waterlines or other improvements above the surface of the Easement Area or which would interfere with the future use of the Easement Area as a right-of-way.

8. Reserved Rights in Grantor. Grantor and Grantee specifically acknowledge and agree that Grantor, except as necessary for Grantee to accomplish the purposes of this Easement Agreement, and except in any manner not inconsistent with the easement and right-of-way granted herein, has and shall retain the right to do all of the following on, over, under, across and through the Grantor Property and/or the Easement Area: (a) construct, install, maintain, repair and replace public and private utilities; (b) dedicate, or grant a right-of-way on some or all of the Easement Area to a city, county, special improvement district and/or other governmental authority; (c) the right to sell the Grantor Property and/or the Easement Area to a third party and for Grantor or a third party to develop the Grantor Property. To facilitate Grantor's reserved rights set forth above, upon written notice to Grantee, Grantor may, without the prior consent of Grantee, relocate the Easement Area from time to time (each an "Easement Area Relocation") in any manner not inconsistent with the language and purposes of the easement and right-of-way granted herein. In the event of an Easement Area Relocation, Grantor shall notify Grantee of the Easement Area Relocation and pay all costs of relocating any and all water lines and related improvements with the same size and quality and capacity within the prior Easement Area to the new Easement Area and Grantor and Grantee shall promptly execute a written amendment to this Easement to memorialize each Easement Area Relocation.

10. Reciprocal Indemnification. Grantor and Grantee shall, and do hereby, indemnify, defend and hold harmless each other, their affiliates, managers, members, officers, employees, legal counsel, agents, successors and assigns of any and each of them (each an "Indemnified Party"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred with respect to the exercise and/or use of the rights and privileges granted or reserved in this Easement by Grantee or Grantor, including, but not limited to, members of the general public (a "Loss"). Should any Indemnified Party incur any Loss, the amount thereof, including costs, expenses and reasonable attorneys' fees, including any fees from the appeal on any judicial action, shall be immediately payable on demand with interest at the most recently applicable statutory rate of interest in the State of Utah. Notwithstanding any provision herein to the contrary, neither Grantee nor Grantor shall be required to indemnify any Indemnified Party for any liability or defense of any claim arising out of or resulting from the gross negligence or willful misconduct of such Indemnified Party.

9. Amendment. Except as otherwise expressly provided herein, this Easement Agreement may be amended, altered, released or revoked only by written agreement between the

parties hereto or their respective heirs, assigns or successors-in-interest, which shall be filed in the public records in Utah County, State of Utah.

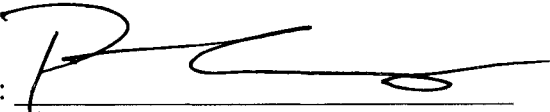
10. Equitable Remedies. The parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement. The parties agree that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing herein contained is intended to nor shall it limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof. It is the intention of the parties hereto that their respective rights and obligations hereunder shall be enforceable in equity as well as at law or otherwise.

11. Governing Law. This Easement shall be construed in accordance with the laws of the State of Utah.

12. Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Easement, the prevailing party will be entitled to recover reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal).

**IN WITNESS WHEREOF**, Grantor and Grantee hereunto set their authorized signatures this 18 day of September, 2019.

FLAGSHIP EM Holdings, LLC,  
a Utah limited liability company

By:   
Peter Evans, Manager

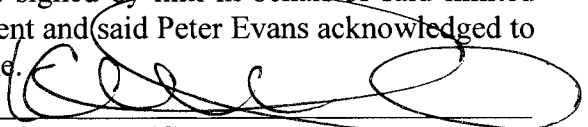
Sherie A. Warner and Janice A. Pace as co-trustees of the HRLS ALASKA TRUST, dated January 2, 2014

By:   
Sherie A. Warner, Co-Trustee

By:   
Janice A. Pace, Co-Trustee

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

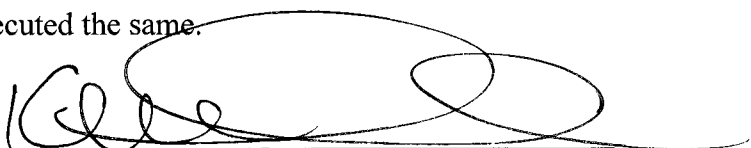
On 9/19/19, 2019, personally appeared before me, Peter Evans, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of FLAGSHIP EM Holdings, LLC, a Utah limited liability company, and that said document was signed by ~~him in behalf~~ of said limited liability company by authority of its Operating Agreement and (said Peter Evans acknowledged to me that said limited liability company executed the same.

  
NOTARY PUBLIC



STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On this 18 day of September, 2019, before me, the undersigned, a Notary Public, personally appeared Sherie A. Warner and Janice A. Pace, as Trustees of the HRLS ALASKA TRUST, dated January 2, 2014, whose identities are personally known to me (or proven on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

  
NOTARY PUBLIC



**EXHIBIT "A"**

Grantor Property Legal Description

Parcel # 59:018:0010. 700.53 Acres

Parcel # 59:018:0012 47.013 Acres

**EXHIBIT "B"**

Grantee Well Property Legal Description

**(#5) Ault wellhouse description:**

Beginning at a point located N89°54'05"W 303.90 feet along the section line and North 754.02 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, SLB&M; thence North 50.00 feet, thence East 50.00 feet, thence South 50.00 feet, thence West 50.00 feet to the point of beginning.

Area of above described parcel contains 2,500 square feet.

Basis of bearings is N89°54'05"W along the section line from the South Quarter Corner of Section 18 to the Southwest Corner of Section 18.

**Additional well nearly adjacent to Grantor Property:**

Parcel #: 59:019:0007 (0.057 acres)



**EXHIBIT "C"****"Easement Area" and "Well Access Right-of-Way" Legal Descriptions:****Easements for Existing Water Lines:****(#1)- Water line Easement No. 1**

A 30.00-foot-wide easement, being 15.00 feet on each side of an existing buried water line running from the Ault wellhouse southerly approximately 755 feet thence continuing to run southerly parallel with and 30 feet offset from the easterly boundary of the Ault Property approximately 3315 feet to the south line of the Ault property (parcel 59:018:0010).

**(#2)- Water line Easement No. 2**

A 30.00-foot easement, being 15.00 feet on each side of an existing buried water line running westerly from the Ault wellhouse approximately 5000 feet to the westerly boundary of the Ault property (parcel 59:018:0010).

**(#3)- Water line Easement No. 3**

A 30.00-foot-wide easement, being 15.00 feet on each side of an existing buried water line running from the Ault wellhouse northerly approximately 1880 feet to the north line of the Ault property (parcel 59:018:0010).

**(#4)- Water line Easement No. 4**

A 30.00-foot easement, being 15.00 feet on each side of an existing buried water line running easterly from the Ault wellhouse approximately 1175 feet to the easterly boundary of the Ault property (parcel 59:018:0012), which is the west line of the county road.

**Easement for New Water Lines and Right of Way for Well Access:****(#6)- AULT WELL 30' ACCESS AND WATER LINE EASEMENT**

Beginning at a point located N89°54'05"W along the section line 307.34 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N89°54'05"W along the section line 2326.57 feet to the Southwest Corner of said Section 18; thence N88°54'54"W along the section line 2647.69 feet to a point on the west line of that real property described at Entry No. 60821:2018 in the official records of Utah County; thence N0°27'05"E along said line 30.00 feet; thence S88°54'54"E 2647.76 feet; thence S89°54'05"E 2297.82 feet; thence N3°03'20"E 786.07 feet to the south line of that real

property described at Entry No. 82281:1997 in the official records of Utah County; thence S89°59'49"E along said line 30.04 feet; thence S3°03'20"W 816.16 feet to the point of beginning.

Contains: ±3.97 Acres

**(#7)- 30' WIDE WATER LINE EASEMENT**

A 30.00 foot wide Water Line Easement, being 15.00 feet on each side of the following described centerline:

Beginning at a point on the south line of that real property described in deed Entry No. 60821:2018 in the official records of the Utah County Recorder, said point being located N89°54'05"W along the section line 526.08 feet and South 3307.23 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N2°53'07"E 3310.06 feet; thence N3°12'56"E 2686.70 feet to the north line of said real property, being the point of terminus from which the South Quarter Corner of said Section 18 bears: S4°27'02"E 2690.12 feet.

**EXHIBIT "D"**

Map of Grantor Property, Well location(s), and Easement(s) and Access Right-of-Way(s)  
described in Exhibits A-C herein.

## **LEGAL DESCRIPTIONS FROM AULT**

### **#1- Water line Easement No. 1**

A 30.00-foot-wide easement, being 15.00 feet on each side of an existing buried water line running from the Ault wellhouse southerly approximately 755 feet thence continuing to run southerly parallel with and 30 feet offset from the easterly boundary of the Ault Property approximately 3315 feet to the south line of the Ault property (parcel 59:018:0010).

### **#2- Water line Easement No. 2**

A 30.00-foot easement, being 15.00 feet on each side of an existing buried water line running westerly from the Ault wellhouse approximately 5000 feet to the westerly boundary of the Ault property (parcel 59:018:0010).

### **#3- Water line Easement No. 3**

A 30.00-foot-wide easement, being 15.00 feet on each side of an existing buried water line running from the Ault wellhouse northerly approximately 1880 feet to the north line of the Ault property (parcel 59:018:0010).

### **#4- Water line Easement No. 4**

A 30.00-foot easement, being 15.00 feet on each side of an existing buried water line running easterly from the Ault wellhouse approximately 1175 feet to the easterly boundary of the Ault property (parcel 59:018:0012), which is the west line of the county road.

### **#5- Ault wellhouse description:**

Beginning at a point located N89°54'05"W 303.90 feet along the section line and North 754.02 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, SLB&M; thence North 50.00 feet, thence East 50.00 feet, thence South 50.00 feet, thence West 50.00 feet to the point of beginning.

Area of above described parcel contains 2,500 square feet.

Basis of bearings is N89°54'05"W along the section line from the South Quarter Corner of Section 18 to the Southwest Corner of Section 18.

## **LEGAL DESCRIPTIONS FROM LEI**

### **#6- PROPOSED AULT WELL 30' ACCESS AND WATER LINE EASEMENT**

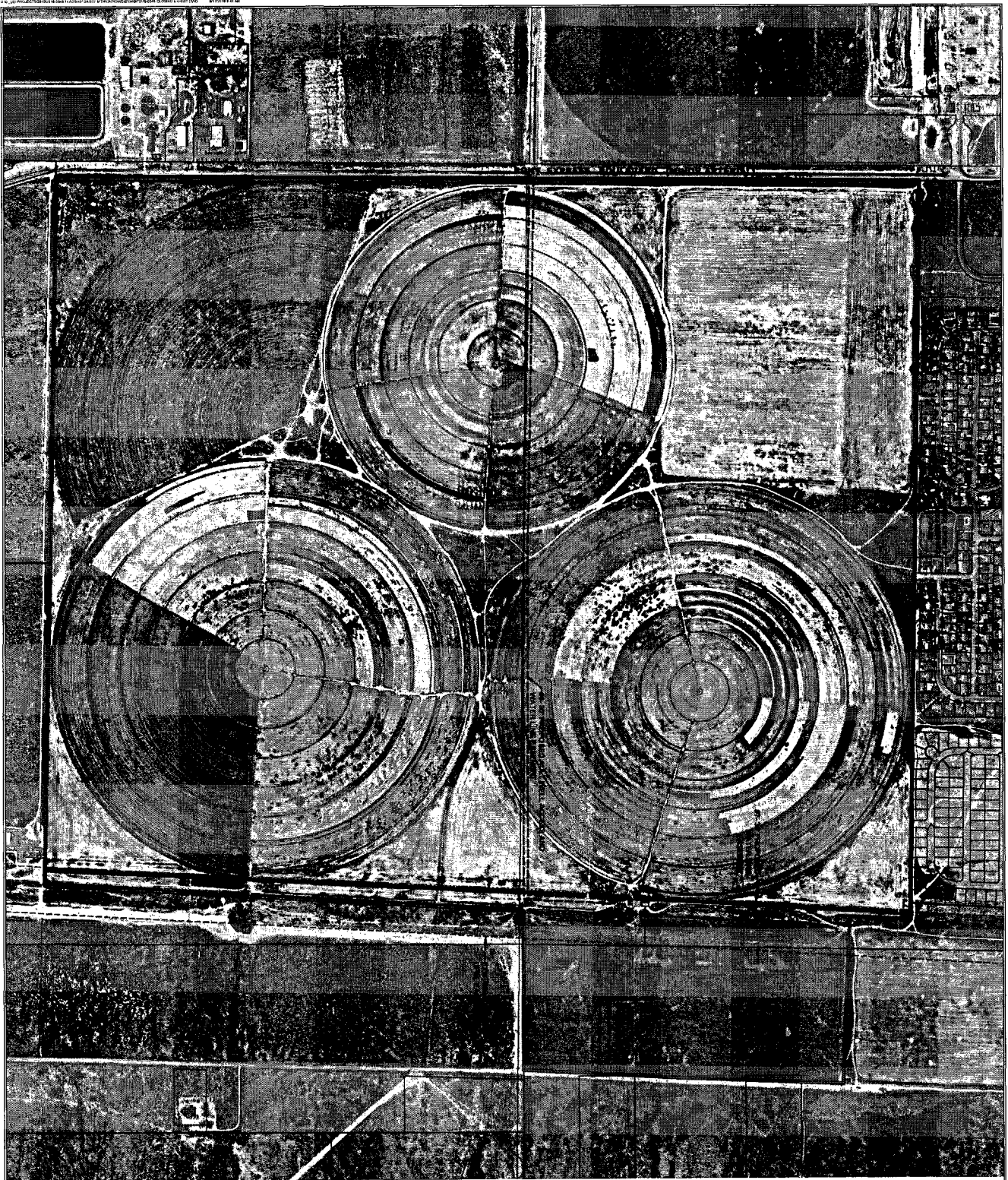
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Contains: ±3.97 Acres

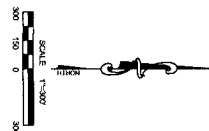
### **#7- PROPOSED 30' WIDE WATER LINE EASEMENT**

A 30.00 foot wide Water Line Easement, being 15.00 feet on each side of the following described centerline:

Beginning at a point on the south line of that real property described in deed Entry No. 60821:2018 in the official records of the Utah County Recorder, said point being located N89°54'05"W along the section line 526.08 feet and South 3307.23 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence N2°53'07"E 3310.06 feet; thence N3°12'56"E 2686.70 feet to the north line of said real property, being the point of terminus from which the South Quarter Corner of said Section 18 bears: S4°27'02"E 2690.12 feet.



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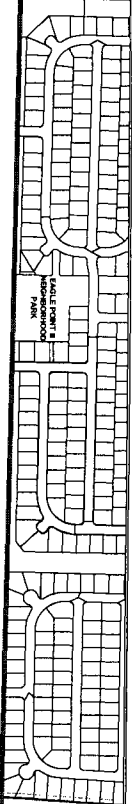
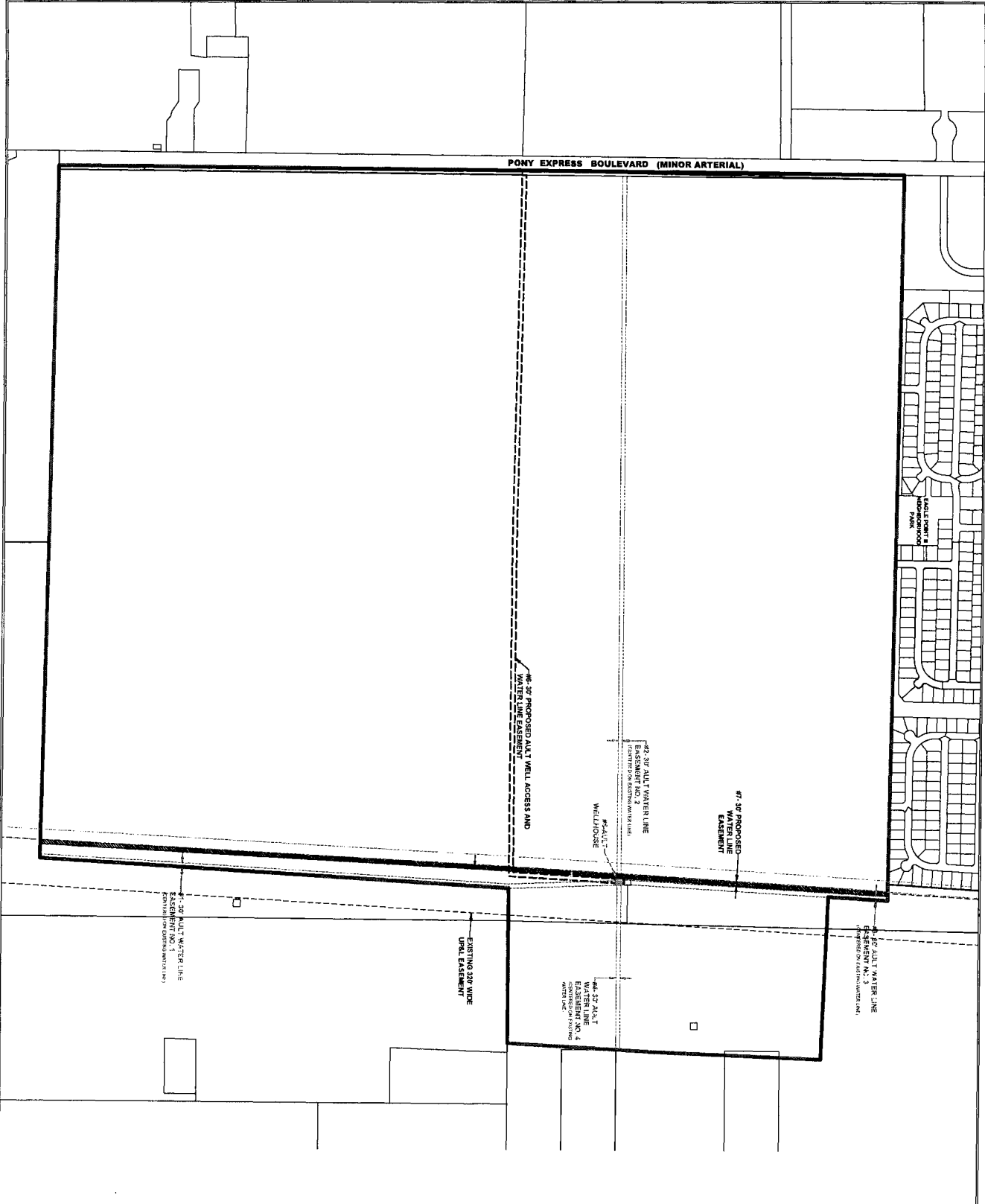


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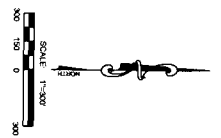
**FLAGSHIP HOMES**  
EAGLE MOUNTAIN, UTAH

**CLOSING EXHIBIT**

**LPI**  
A LPIA Corporation  
**ENGINEERS  
SURVEYORS  
PLANNERS**  
3101 S. MAIN STREET  
SALT LAKE CITY, UTAH 84143  
PHONE: 801.388.3333  
FAX: 801.388.3333  
WWW.LPIA.COM



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**FLAGSHIP HOMES**  
 EAGLE MOUNTAIN, UTAH  
**CLOSING EXHIBIT**

**LBI**  
 A Utah Corporation  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
 3300 N. Main Street  
 South Park, UT 84400  
 P.O. Box 1989  
 Salt Lake City, UT 84119  
 Tel: 801.788.9333  
 Fax: 801.788.9333  
 www.lbi.com

NO.	REVISION	DATE

2013-0444  
 DRAWN BY: SMH  
 CHECKED BY: BTO  
 SCALE: 1"=50'  
 08/17/2018  
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