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BRENDA NELSON, Recorder
MORGAN COUNTY
For: HOLLAND & HART LLP - SLC
Recorded Electronically by Simplifile

WHEN RECORDED, RETURN TO:
WPR Road And Fire District
36 S. State Street, Suite 500
Salt Lake City, Utah 84111

Parcel No: 00-0092-5836

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between WASATCH PEAKS RANCH NORTH VILLAGE CONDOMINIUM OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (“**Association**”) and, WPR ROAD AND FIRE DISTRICT (aka WPR ROAD & FIRE DISTRICT), a special district and body corporate and politic of the State of Utah, its successors and assigns (“**District**”, which defined term shall include its successors-in-interest, affiliates, employees, contractors, subcontractors, licensees, invitees, and agents only when acting in their official roles with District and not to any or all individually) as of the date the last Party executes this Agreement (the “**Effective Date**”). Association and District are at times referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Association owns certain real property located in Morgan County, Utah (“**County**”), which real property is more particularly described on Exhibit A, attached hereto, and incorporated herein by reference (“**Property**”).

B. The Property has been subdivided and contains individual units, and common areas and elements (“**Common Elements**”), as further indicated on and defined in Wasatch Peaks Ranch North Village Condominium, Plat A, recorded in the official records of the Morgan County Recorder’s Office, Morgan County, Utah (“**Official Records**”) February 16, 2024 as Entry No. 165235, in Book 407, Page 4 (“**Plat**”); and the accompanying Declaration of Condominium for Wasatch Peaks Ranch North Village Condominium, recorded in the Official Records February 16, 2024 as Entry No. 165237, in Book 407, Page 19 (“**Declaration**”).

C. Concurrently with the recordation of the Plat and the Declaration, Common Elements within the Property were deeded and conveyed to Association.

D. In accordance with the Plat and the Declaration, the Property, as a whole, including all improvements, facilities, Common Elements, shall remain private, and access to and use of the same, shall be “access restricted,” with all access to and the use and enjoyment thereof, being strictly restricted to: (i) District; (ii) Wasatch Peaks Ranch, LLC, and its affiliates, employees, contractors, subcontractors, licensees, invitees and agents (“**WPR**”); (iii) Association and its members; and (iv) District taxpayers and owners within the Property, their guests, invitees, licensees and agents (“**Owners**”, and collectively with WPR and Association “**District Users**”). The Common Elements are not and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a “Special District” formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended (“**Act**”), and pursuant to Morgan County Resolution CR-21-04, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159242, Book 385, Page 1504.

F. District is obligated to provide certain services to the Property, including without limitation: fire protection; the option to collect garbage; garbage disposal; control and abatement of earth movement; construction, operation, and maintenance of storm drainage and flood control structures and improvements; and any and all other duties and obligations of District pursuant to Utah law; local and municipal ordinance; relevant provisions in the Declaration; and any and all private, unrecorded documents creating and detailing District's obligations and duties relevant to the provision of the Services (collectively, "Services").

G. It is in Association's interest that, although the Property is privately owned and operated, District shall have perpetual easement, use, and access rights required to fulfill District's obligation to provide the Services to the District Users within the legal boundaries of the District.

H. Subject to the terms and conditions set forth below, Association and District do now enter into this Agreement to create such perpetual easement, use, and access rights as District requires to fulfill its obligations as a special district duly formed in accordance with the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** Each and all of the recitals above are true and are incorporated herein for any and all purposes.

2. **Grant of Easement.** Association hereby grants and conveys a revocable, non-exclusive, perpetual easement in gross on, over, under and through the Property to District for the purpose of District fulfilling its obligation to perform the Services ("Easement"). As further detailed herein, District does not have the right to convey or assign any of its rights under the Easement to any other person or entity without the express authorization of the District Users.

3. **Reservation by Association.** Association reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including the Property.

4. **Conditions of Use.** If District requires access to or use or disturbance of any area within a "Unit" as may be depicted on and created pursuant to one or more Plat (individually a "Unit" and two or more "Units") District shall make reasonable efforts to provide seven (7) calendar days' notice ("Entry Notice") to the fee owner of such Unit prior to entry onto or use of any portion of the Property situated therein. District may exercise its rights in any Property situated within one or more Units Monday through Friday between the hours of 7:00 am and 7:00 pm Mountain Time. District may exercise its rights in any Property outside of any Units at any time. Notwithstanding any of the foregoing, under exigent or emergency circumstances, District is not required to provide any such Entry Notice and may, without any notice whatsoever, enter upon the Property situated in any one or more Units at any time and for so long as is reasonably necessary to address such exigent or emergency circumstances.

5. **Maintenance and Repair.** To the extent District accesses and uses the Property for the purposes permitted hereunder, District shall, at its sole cost and expense, be responsible for and shall maintain, repair, replace, and return the Property to the same or better condition as prior to District's use thereof.

6. **No Abandonment.** No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by District, or such holder, of a quitclaim deed specifically conveying the Easement back to Association.

7. **Association's Covenants.** Association hereby covenants to District:

a. **Authority.** Association represents and warrants that Association owns the Property in fee simple and each person signing this Agreement on behalf of Association is authorized to do so.

b. **No Interference.** Association's activities and any grant of rights Association makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. Association may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Property, or which otherwise negatively impact District's rights hereunder.

c. **Requirements of Government Authorities.** Association shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits or other approvals required by District in connection with the exercise of District's rights hereunder.

d. **Quiet Enjoyment.** So long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by Association or any person lawfully or equitably claiming by, through or under Association, or as Association's successors in interest.

e. **Taxes.** Association shall timely and properly pay all real property taxes for the Property, excepting those assessed against Units, which shall be the responsibility of each Owner of a respective Unit.

8. **District's Covenants.** District hereby covenants to Association that:

a. **Insurance.** District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names Association as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements owned by Association or that are or may be damaged in District's performance of the Services with the proceeds from insurance thereon payable to Association. Association and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Property and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

b. **Indemnity.** District shall indemnify, defend and hold Association and Association's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**Association Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including reasonable attorneys' fees, expert witness fees, and all other legal costs and expenses (each, a "**Liability**"), arising out of or related to Association Indemnified Parties' use of the Property, including, but not limited to, any Liability for personal injuries,

deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Property by District or District Users (but excluding any Liability arising out of the use of the Property by one or more Association Indemnified Parties or out of the gross negligence or willful misconduct of one or more Association Indemnified Parties. The provisions of this Section 8 shall survive the termination of this Agreement, if any.

9. **Assignment.** The Easement is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of Association, Association's successors in interest, Association Indemnified Parties, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public or to any governmental entity without Association's express consent, which consent shall be valid if given in a signed agreement recorded in the Official Records. In the event of a valid and effective assignment of District's entire interest in this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement, if any. If District attempts to convey or assign any interest whatsoever in the Easement without complying with this Section, such conveyance or assignment shall be ineffective and void in all respects.

10. **Default and Termination.**

a. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("Default"), the non-defaulting Party shall give the defaulting Party and any lender, if applicable, written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

b. **No Right to Terminate.** Except as otherwise provided herein, it is expressly agreed that no breach of this Agreement shall entitle one or both Parties to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which one Party may have hereunder by reason of any Default. Further, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any Default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and Association shall not disturb such partial interest, if District or such assignee, as the case may be, has cured such Default.

11. **Association's Right of Revocation.** The rights granted hereunder may only be revoked by Association, its successors or assigns ("Revocation"). Such Revocation may only be effected in the event District (a) is for any reason dissolved ("Dissolution"), or (b) continuously fails to provide the Services as required under state and local law and as may be memorialized from time to time in one or more unrecorded service and maintenance agreements between the Parties for at least twelve (12) months ("Protracted Default"). A Revocation for Dissolution shall be effective immediately upon any such Dissolution and shall be memorialized by Association unilaterally filing notice of such Revocation in the Official Records. A Revocation for a Protracted Default shall only be effective provided that (a) there are no outstanding bonds relative to the Property (including bonds issued by the Wasatch Peaks Ranch Public Infrastructure District, a political subdivision of the State of Utah ("PID")), (b) Association has provided notice of its intent to effect a Revocation for Protracted Default not later than one hundred eighty (180) days prior to the date on which Association intends to effect such Revocation ("Protracted Default Cure Period"), and (c) District has taken no action to remedy the Protracted Default on or before thirty (30) days prior to the end of the Protracted Default Cure Period. A Revocation for Protracted Default shall only be effective upon Association filing a duly executed and acknowledged "Revocation of Easement Agreement" (or similar

document) detailing the facts resulting in the Protracted Default (“Revocation of Easement Agreement”) in the Official Records. Such Revocation of Easement Agreement shall have attached (a) proof of notice to District of the Protracted Default, and (b) a declaration of facts evidencing District’s failure to cure the Protracted Default within the Protracted Default Cure Period. District’s consent, execution, and acknowledgment of such a Revocation of Easement Agreement shall not be required; however, should Association file a Revocation of Easement Agreement in the Official Records that does not conform with all requirements herein, District may take any and all actions available to it under law and equity to remedy such nonconforming Revocation. In the event of any such action, the substantially prevailing Party shall be entitled to recover its documented reasonable attorney’s fees and costs (including attorney’s fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

12. **Involuntary Revocation and Reverter.** Notwithstanding anything in this Easement to the contrary if, by final judicial action or official binding action by the County, it is legally determined that any portion of the Property must be made open and available for use by the general public, then the Easement and all rights granted hereunder shall automatically be revoked and cancelled, all District’s rights detailed herein shall terminate, and all rights granted hereunder shall automatically revert to Association. The Parties hereby acknowledge and agree that the automatic revocation of this Easement and the reversion of rights and interests provided for in this Section 12 shall not occur, or otherwise be of any force or effect, unless and until such time as that portion of any bonds issued by the PID in connection with the development of the Property, have been fully redeemed and are no longer outstanding.

13. **Miscellaneous.**

a. **Notices.** All notices or other communications required or permitted by this Agreement including payments to Association, shall be in writing and shall be deemed given when personally delivered to Association, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to Association:

Wasatch Peaks Ranch North Village Condominium Owners Association, Inc.
36 S. State Street, Suite 500
Salt Lake City, Utah 84111

If to District:

WPR Road and Fire District
36 S. State Street, Suite 500
Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

b. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

d. **Partial Invalidity.** Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect.

e. **No Waiver.** No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term, or provision of this Agreement.

f. **Successors and Assigns.** The terms, provisions, covenants, agreements, restrictions, and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, which is personal to District, its successors and assigns forever and shall run with and burden the Property in perpetuity.

g. **Crossing Agreements.** Association and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District Users, successors, or assigns) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Property (any such document is referred to herein as a “**Crossing Agreement**”), then neither Party shall enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of the other Party, and the other Party shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for the other Party to continue to meet its duties and obligations relative to the Services. Association hereby reserves the right to grant further easements in the Property, and District hereby agrees not to currently or in the future, unreasonably impede or interfere with Association’s right to grant such further easements, subject in all respects to District’s easement rights and interests in furtherance of its obligations as set forth herein which shall not be unreasonably impeded, interfered with or otherwise encumbered. The Parties agree to cooperate, in good faith, in the location and purpose of any further easements which may be granted by Association so as to prevent any undue impediment or interference of their respective rights and interests.

h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means, so long as such electronic or digital mean is accepted by the County for recordation in the Official Records), shall constitute one and the same instrument.

i. **Attorneys’ Fees.** It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorney’s fees and costs (including attorney’s fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

j. **Further Cooperation.** Each Party agrees on the demand of the other, to execute or deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

k. **Construction.** In this Agreement, unless the context otherwise requires, the singular shall include the plural. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is

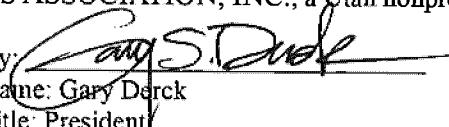
deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Association has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of February 2024.

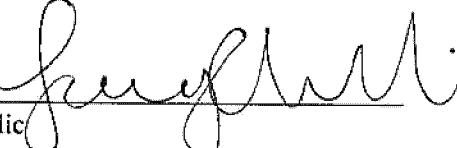
ASSOCIATION:

WASATCH PEAKS RANCH NORTH VILLAGE CONDOMINIUM
OWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: 
Name: Gary Derck
Title: President

STATE OF UTAH)
§
COUNTY OF SALT LAKE)

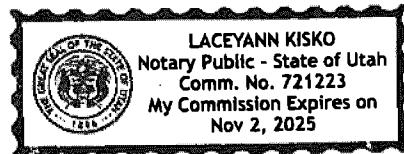
The foregoing instrument was acknowledged before me on February 14, 2024, by Gary Derck, as President of Wasatch Peaks Ranch North Village Condominium Owners Association, Inc., a Utah nonprofit corporation.


Notary Public

Residing at: SALT LAKE CITY, UT

My Commission Expires:

NOV. 2, 2025



Signature Page to Easement Agreement

IN WITNESS WHEREOF, Association has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of February 2024.

ASSOCIATION:

WASATCH PEAKS RANCH NORTH VILLAGE CONDOMINIUM
OWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By:

Name: Gary Derck

Title: President

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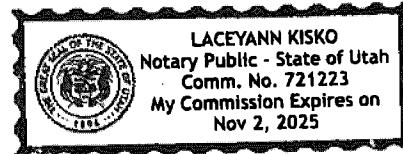
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Notary Public

Residing at: SALT LAKE CITY, UT

My Commission Expires:

NOV. 2, 2025



Signature Page to Easement Agreement

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND LYING AND SITUATED IN THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTH VILLAGE LANE AS SHOWN ON WASTATCH PEAKS RANCH PLAT 1, FIRST AMENDMENT, RECORDED ON MAY 1, 2023 AS ENTRY NO. 163347 IN THE MORGAN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING 2631.40 FEET NORTH $89^{\circ}22'17''$ WEST, ALONG THE NORTH LINE OF SAID SECTION 11, AND 1810.96 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, ALONG THE SAID SOUTHERLY LINE OF NORTH VILLAGE LANE, THE FOLLOWING TWO (2) COURSES: (1) SOUTHEASTERLY 89.15 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $40^{\circ}51'50''$, CHORD BEARS SOUTH $69^{\circ}52'46''$ EAST 87.27 FEET, (2) NORTH $89^{\circ}41'19''$ EAST 5.69 FEET; THENCE SOUTH $02^{\circ}17'05''$ WEST 91.63 FEET; THENCE SOUTH $08^{\circ}26'31''$ WEST 62.27 FEET; THENCE NORTH $83^{\circ}03'29''$ WEST 201.66 FEET; THENCE NORTH $08^{\circ}41'49''$ WEST 140.79 FEET; THENCE NORTH $06^{\circ}24'24''$ WEST 18.92 FEET; THENCE NORTH $89^{\circ}41'19''$ EAST 148.74 FEET TO THE POINT OF BEGINNING.

Parcel No. 00-0092-5836