

## Emergency Access Easement Agreement

This Emergency Access Easement Agreement ("Agreement") is made and entered into on 5 Jan 2024 by and between Western Basin Land & Livestock ("Grantor"), and Lync Construction LLC ("Grantee").

### Recitals

WHEREAS, the Grantor is the owner of certain property located at approximately 750 S 7500 W, Ogden, Utah 84404, parcel #10-036-0001, hereinafter referred to as the "Burdened Property";

WHEREAS, the Grantee is developing an adjacent subdivision known as Longhorn Estates, located at approximately 640 S 7500 W, Ogden, Utah 84404, hereinafter referred to as the "Benefited Property";

WHEREAS, the Grantee desires to obtain an easement for emergency ingress and egress over and across a portion of the Burdened Property to ensure proper access to the Benefited Property in case of emergencies, as well as for the installation of a sewer line, over and across a portion of the burdened property;

AND WHEREAS, as part of the consideration for this Easement, the Grantee agrees to assist in rezoning the Burdened Property to benefit the Grantor and to provide sewer stubbing to the Burdened Property for future development to benefit the Grantor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement:** The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement over the Burdened Property for the purpose of emergency ingress and egress to and from the Benefited Property and for the installation of a sewer line within the easement (the "Easement").
2. **Location and Extent of Easement:** The Easement shall be located as described in Exhibit A attached hereto and made a part hereof, and shall be of sufficient width (26') and length to accommodate emergency vehicles and other necessary access requirements.
3. **Maintenance and Repair:** The responsibility for installation of maintenance and repair of the road, sewer lines Easement, including the access road and sewer line, shall rest with the Grantee. *installation, KJM PB*
4. **Use of Easement:** The Grantee shall use the Easement exclusively for emergency ingress and egress ONLY and for housing a sewer line to service the Benefited Property and

shall not interfere with the Grantor's use and enjoyment of the Burdened Property.

1 km

desc. TBD km

- 5. **Alterations and Improvements:** ~~Two~~ roads with a width of 26 feet will be constructed. These roads will be made of a durable road base material, designed, and built to support a weight of up to 70,000 pounds. This specification is to ensure that the roads can accommodate heavy emergency vehicles, such as fire trucks and ambulances, without sustaining damage. Beneath the road base, a sewer line will be installed. The installation will be completed in accordance with all relevant regulations and standards to ensure functionality and safety. The sewer line will be laid out and constructed prior to the road construction to ensure seamless integration and avoid any future disruptions for maintenance or repairs.
- 6. **Term:** The term of this Easement shall be perpetual.
- 7. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Emergency Access Easement Agreement as of the day and year first above written.

[Signatures]

Western Basin Land & Livestock

By: Kami F. Marriott

Name: Kami F. Marriott

Title: Manager

Date: 1-5-2024

Lync Construction LLC

By: [Signature]

Name: Pat Burns

Title: Manager

Date: 1-5-2024

Exhibit A: Map of Easement Area

