

WHOA ENERGY ENVIRONMENTAL - UTILITY - DEVELOPMENT & MAINTENANCE EASEMENT 2.2 - FINAL!

Exist Core Touchstone Document 2.2

After Recording Return to:

Owner: * N/A: * Joint Owner: (Field4)* Address, located at (street address) * (City) * (State) * (Zip Code) *

and also return to WHOA Energy
PO Box 1880
Park City UT 84660

WHOA ENERGY **ENVIRONMENTAL - UTILITY - DEVELOPMENT & MAINTENANCE EASEMENT**

KNOW ALL BY THESE PRESENTS, THAT (Field1)*, and joint owner (Joint Owner)*(or N?A * if no second owner) hereinafter called "Grantor", do with conscious and stable mind hereby grant WHOA Energy, INC., a Wyoming Corporation, hereinafter called ("WHOA Energy") and its successors in interest and assigns, a permanent easement within the boundaries of the Real Property identified in Exhibit A attached hereto, which include the permanent right to construct, reconstruct, operate, maintain, collect data from services along with the apparatuses and use the information for monetary purposes to be granted to, allocated and used by WHOA Energy in perpetuity to design, develop, build and maintain environmental friendly utilities for clean water, power, air and solid waste within and up to the boundaries of the Real Property and the premises as may be necessary.

1. See attached Exhibit A for Subject Real Property Legal Description
2. See attached Exhibit B for legal description of the subject easement.

TO HAVE AND TO HOLD, the above-described easement unto WHOA Energy, its successors in interest and assigns forever.

1. Upon completion of any third party design, development, or construction in the pursuit, implementation, and/or use of water, power, sewer solid waste, and telecommunications facilities within the subject real property, along with any maintenance and upgrades on utility services on the Real Property described herein, WHOA Energy shall oversee the design and any development of said utilities and facilities and may use any qualified third party service professionals for any work needed to complete the anticipated project. WHOA Energy shall indemnify and hold the Grantor harmless against all loss, cost, or damage arising out of the exercise of the rights granted herein.
2. Grantor reserves the right to use the surface of the land for placement of apparatus, walkways, plantings, parking, stop posts, and related uses. Such uses undertaken by the Grantor shall not be inconsistent, interfere with, or restrict access to the use of the subject easement area by WHOA Energy. No other building or utility shall be placed upon, under, or within the easement during the term thereof, subject to the written permission of WHOA Energy, which may be obtained in writing with environmental economic recommendations from WHOA Energy for purposes of Owner development of the property and for its use.



3. The true consideration of this conveyance is for other value given under long term utility development and maintenance agreements, the receipt of which is hereby acknowledged by Grantor and WHOA Energy.

4. Grantor acknowledges that this Easement allows WHOA Energy the right to undertake and assist the Grantor with a total economic development of the subject real property involving environmental attributes of the subject real property, which economy is under WHOA Energy control and which involves the development of environmentally friendly utilities creating an environmentally friendly parcel of real property for the use and benefit of Grantor and/or the owner of the subject real property.

5. Grantor acknowledges that the environmental economic development of the subject real property may include the development of mutual interests in environmental utility placement and access to those utilities placed by WHOA Energy on the subject real property or in conjunction with and between WHOA Energy and any introduced third party utility provider involving placement of utilities. Such interests may include those associated with and /or secured by power, renewable energy, water, sewer, air, communications, and/or data interests, rooftop easements, development credits, carbon offsets, energy credits, energy efficiency credits, Utility Token ECO System pairing, conservation easements, development rights, maintenance rights and/or liens associated with such activities or apparatus.

6. The Grantor above named hereby covenants to and with WHOA Energy, and WHOA Energy's successors in interest and assigns that Grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that Grantor and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to WHOA Energy, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through or under the Grantor.

7. The parties acknowledge and agree that all competing superior utility interests on Title at the time of entry of this Easement are exempt from this Easement.

In construing this grant of easement and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument this * day of *, 20*. The person(s) whose name(s) is/are subscribed to the within instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GRANTOR *

* (Signature)

STATE OF *))

COUNTY OF *)

The foregoing instrument was acknowledged before me the * day of *, 20 * by *, an individual whose identity was made known to me by producing a state Driver's License or state ID as identification.

Witness my hand and official seal this * day of *,

month * year

By *



Notary Public in and for the State of *

Printed Name: *

My Commission Expires: *

Exhibit A
Real Property Legal Description

*

Exhibit B
Easement Legal Description

The easement contemplated herein shall be a blanket easement on the entire subject real property, subject to any Development Agreement executed between the parties.

*

X *James D Ray*

Signed By James Ray

Signed On: March 22, 2021

X

Signature Certificate

Document name: WHOA ENERGY ENVIRONMENTAL - UTILITY -
DEVELOPMENT & MAINTENANCE EASEMENT 2.2 - FINAL!

Unique Document ID: E668004DBDA55FCE0A933E779F54514ABD5B8427

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

September 30, 2020 12:39
pm MST

Audit

WHOA ENERGY ENVIRONMENTAL - UTILITY -
DEVELOPMENT & MAINTENANCE EASEMENT 2.2 - FINAL!
Uploaded by James Ray - Existtrustlands@gmail.com IP
75.169.146.202



This audit trail report provides a detailed record of the
online activity and events recorded for this contract.

Page 4 of 4