



W2935224

E# 2935224 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
09-Aug-18 04:25 PM FEE \$26.00 DEP JC
REC FOR: FIRST AMERICAN TITLE-NCS-SLC1
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

Wadsworth Uintah SBUX, LLC
Attn: R. Roman Groesbeck, Esq.
166 East 14000 South, Suite 210
Draper, UT 84020

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

THIS GRANT OF EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 9th day of August, 2018, by and between UINTAH SPRINGS BUSINESS PARK LLC, a Utah limited liability company ("Grantor"), and WADSWORTH UINTAH SBUX, LLC, a Utah limited liability company ("Grantee").

RECITALS

- A. Grantor is the owner of the real property known by the street address 6696 South 2500 East, Uintah City, Utah and Assessor's Parcel No. 07-777-0003 (the "Grantor's Property").
- B. Grantee is the owner of the real property known by the street address 6680 South 2500 East, Uintah City, Utah and Assessor's Parcel No. 07-777-0002 (the "Grantee's Property").
- C. Grantor was the developer of the Grantor's Property and the Grantee's Property.
- D. Grantor has installed on a portion of the Grantor's Property, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"), the culinary water lateral (the "Water Lateral") and the sanitary sewer lateral (the "Sewer Lateral" together with the Water Lateral, the "Laterals"), which stub to Grantee's Property.
- E. Grantor desires to grant, and Grantee desires to obtain, and an easement for the Laterals on the Easement Property.

AGREEMENT

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

- 1. Grant of Easement. Grantor hereby grants, conveys and warrants to Grantee a perpetual non-exclusive easement (the "Easement") under the Easement Property for the Laterals. The Easement also provides the Grantee Benefitted Parties (as defined below) the right to access the Easement Property to provide maintenance and make repairs to and replace the Laterals, as necessary.

FIRST AMERICAN TITLE
#NCS9013064NCS901307

2. Use of Easement. In the event that any Grantee Benefitted Party disturbs the Easement Property in connection with its use, maintenance or repair of the Laterals, Grantee shall restore the Easement Property to substantially the same condition as existed immediately prior to such activities causing a disturbance. Notwithstanding the foregoing, Grantor shall not plant trees, construct buildings or structures, limit access to the Grantor's Property over and across the Easement Property, or otherwise use the Easement Property in a way inconsistent with Grantee's rights hereunder. Grantee shall not engage in any maintenance or repair activities that materially disturb Grantor's use of the Grantor's Property. Grantee shall use commercially reasonable efforts to complete all maintenance or repairs to the Laterals in the Easement Property without interruption or delay.

3. Lateral Maintenance and Repair. Grantee shall be responsible, at Grantee's sole cost and expense, for the maintenance and repair of the Laterals in accordance with all governing laws, rules and regulations applicable thereto; provided, however, that Grantee shall not engage in any activities that materially disturb Grantor's use of the Grantor's Property.

4. Grantor's Reservation of Rights. Except as otherwise expressly provided herein, Grantor reserves unto itself, its managers, members, employees, agents, successors and assigns, forever the right to cross over, across, through or under the Easement Property, and to place improvements (i.e., landscaping (excluding trees), asphalt or concrete drive isles or parking areas) or grant other easements along, across or under the Easement Property, provided such other uses do not materially impair or materially diminish Grantee's use of the Easement Property for the purposes herein granted.

5. Easement Appurtenant to Grantee Property; Benefitted Parties. The Easement and the other rights granted herein shall be appurtenant to Grantee's Property and shall be for the use and benefit of Grantee Benefitted Parties. For purposes of this Agreement, "Grantee Benefitted Parties" shall mean Grantee, its managers, members, employees and agents, and its/their successors and assigns. Uintah City shall be deemed a Grantee Benefitted Party for emergency purposes. For the purposes of the Easement and rights set forth herein, Grantee's Property will constitute the dominant estate, and Grantor's Property will constitute the servient estate.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property or the Laterals to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein, and that the Laterals be used solely to service the Grantee's Property.

7. Duration; Modification. The Easement shall be perpetual in duration, unless earlier modified or terminated by the mutual written agreement of the respective parties hereto, or their successors or assigns. Any provision, covenant, condition or restriction contained in this Easement Agreement may be modified or amended by agreement of Grantor and Grantee, their successors or assigns. No modification or amendment of this Easement Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Weber County, State of Utah.

8. No Partnership. The parties hereto do not, by this Easement Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

9. Compliance. Failure of a party hereto to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

10. Successors. All provisions of this instrument, 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.


11. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

12. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

GRANTOR:

Uintah Springs Business Park LLC,
a Utah limited liability company

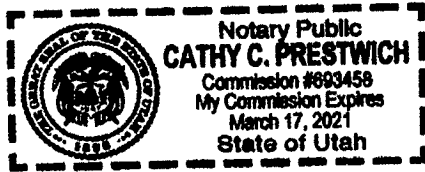
By: 
Kim Rindlisbacher
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

8th The foregoing Grant of Easement and Maintenance Agreement was acknowledged before me this day of August, 2018, by Kim Rindlisbacher, the Manager of Uintah Springs Business Park LLC, a Utah limited liability company.

My Commission Expires:
03/17/2021


Notary Public



GRANTOR:

Uintah Springs Business Park LLC,
a Utah limited liability company

By: _____
Kim Rindlisbacher
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing Grant of Easement and Maintenance Agreement was acknowledged before me this _____ day of August, 2018, by Kim Rindlisbacher, the Manager of Uintah Springs Business Park LLC, a Utah limited liability company.


My Commission Expires: _____
Notary Public

GRANTEE:

Wadsworth Uintah SBUX, LLC,
a Utah limited liability company

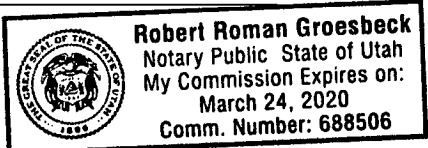
By: Wadsworth & Sons III, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: Kip L. Wadsworth
Its: Executive Manager

By: 
Name: Con L. Wadsworth
Its: Operations Manager

The foregoing Grant of Easement and Maintenance Agreement was acknowledged before me this 1st day of August, 2018, by Kip L. Wadsworth, the Executive Manager, and Con L. Wadsworth the Operations Manager, of Wadsworth & Sons III, LLC, a Utah limited liability company, the Manager of Wadsworth Uintah SBUX, LLC, a Utah limited liability company.

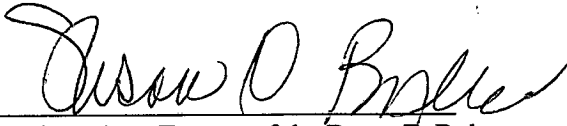
My Commission Expires: _____
Notary Public



5

CONSENT OF LENDER

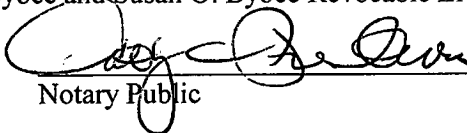
On this 8th day of August, 2018, Susan O. Bybee, Trustee of the Bruce E. Bybee and Susan O. Bybee Revocable Living Trust ("Lender"), hereby consents to the foregoing Grant of Easement and Maintenance Agreement (the "Easement"), and subjects and subordinates to such Easement that certain Deed of Trust dated April 22, 2016, which secures repayment of a loan to Uintah Springs Business Park LLC, as Trustor, for the benefit of that Lender, as beneficiary, recorded April 26, 2016 as Entry No. 2790063 of Official Records.

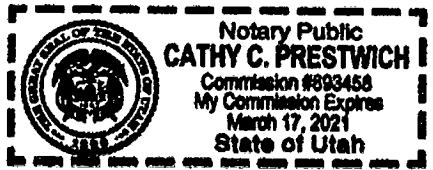
By: 
Susan O. Bybee, Trustee of the Bruce E. Bybee
and Susan O. Bybee Revocable Living Trust

STATE OF UTAH)
 : s.s.
COUNTY OF WEBER)

The above and foregoing instrument was acknowledged before me this 8th day of August, 2018, by Susan O. Bybee, Trustee of the Bruce E. Bybee and Susan O. Bybee Revocable Living Trust.

My Commission expires:
03/17/2021


Notary Public



CONSENT OF LIEN HOLDER

On this 8th day of August, 2018, Douglas D. Boulden and Judith Ann Boulden, as Trustees of the Ruth Boulden Trust, u/t/a dated December 23, 1994 ("Lien Holder"), hereby consent to the foregoing Grant of Easement and Maintenance Agreement (the "Easement"), and subject and subordinate to such Easement that certain Deed of Trust dated October 19, 2017, by and between Uintah Springs Business Park LLC, as Trustor, for the benefit of Lien Holder, as beneficiary, which was recorded October 20, 2017 as Entry No. 2885296 of Official Records.

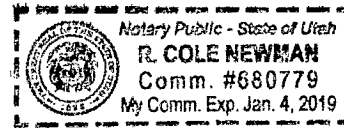
By: Douglas D. Boulden Trustee
Douglas D. Boulden, Trustee of the
Ruth Boulden Trust u/t/a dated December 23, 1994

STATE OF UTAH)
 : s.s.
COUNTY OF SALT LAKE)

The above and foregoing instrument was acknowledged before me this 8 day of August, 2018, by Douglas D. Boulden, Trustee of the Ruth Boulden Trust u/t/a dated December 23, 1994.

My Commission expires:
1-4-19

[Signature]
Notary Public



Commission #680779

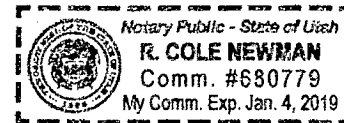
By: Judith Ann Boulden Trustee
Judith Ann Boulden, Trustee of the
Ruth Boulden Trust u/t/a dated December 23, 1994

STATE OF UTAH)
 : s.s.
COUNTY OF SALT LAKE)

The above and foregoing instrument was acknowledged before me this 8 day of August, 2018, by Judith Ann Boulden, Trustee of the Ruth Boulden Trust u/t/a dated December 23, 1994.

My Commission expires:
1-4-19

[Signature]
Notary Public



Commission #680779

EXHIBIT A

Legal Description of Easement Property

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°08'07" EAST, A DISTANCE OF 771.30 FEET; THENCE SOUTH, A DISTANCE OF 105.13 FEET, TO A POINT ON THE EASTERLY SIDELINE OF 2500 EAST STREET (60 FEET WIDE), SAID POINT ALSO THE SOUTHWEST CORNER OF LOT 5, AND THE NORTHWEST CORNER OF LOT 6, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL), RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, ENTRY NUMBER 2841456, IN BOOK 80 AT PAGE 53, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 75°00'00" EAST, ALONG THE LINE COMMON WITH LOTS 5 AND 6, A DISTANCE OF 54.38 FEET; THENCE SOUTH 55°28'32" WEST, A DISTANCE OF 52.97 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 53.27 FEET; THENCE SOUTH 83°15'43" WEST, A DISTANCE OF 10.00 FEET, TO THE EASTERLY SIDELINE OF SAID STREET; THENCE ALONG SAID EASTERLY SIDELINE THE FOLLOWING THREE COURSES: (1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THE CENTER OF WHICH BEARS SOUTH 82°32'35" WEST, THROUGH A CENTRAL ANGLE OF 18°13'43", A DISTANCE OF 15.91 FEET (CHORD BEARS NORTH 16°34'17" WEST, A DISTANCE OF 15.84 FEET); (2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 40°41'09", A DISTANCE OF 7.10 FEET (CHORD BEARS NORTH 05°20'34" WEST, A DISTANCE OF 6.95 FEET); (3) THENCE NORTH 15°00'00" EAST, ALONG SAID EASTERLY SIDELINE OF SAID STREET, A DISTANCE OF 77.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,520 SQUARE FEET, MORE OR LESS

Tax Parcel NO. 07-777-0003



JTE Engineering, PC
7886 South 2325 East
South Weber, Utah
ph 801.866.7702
jason@jtenpc.com

PREPARED BY: JHT
DATE PREPARED: AUG 7, 2018

EXHIBIT A

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
UINTAH CITY, WEBER COUNTY, UTAH

UINTAH SPRINGS BUSINESS PARK
PHASE 2 (COMMERCIAL)

LOT 5

POINT OF
BEGINNING

2500 EAST

EX. 5' PUE

EASEMENT AREA

EX. 10'
PUE

20.00'

UINTAH SPRINGS BUSINESS PARK
PHASE 2 (COMMERCIAL)

LOT 6



SCALE: 1"=20'

