

After Recording, Return Document To:



W3183332

Mr. Gage Crabtree
Roywell, LLC
4598 South 700 West, Ste. C
Riverdale, UT 84405

EH 3183332 PG 1 OF 10
LEANN H KILTS, WEBER COUNTY RECORDER
13-SEP-21 4:27 PM FEE \$40.00 DEP DC
REC FOR: GAGE CRABTREE

**MIDLAND & 4000 SOUTH SIGN EASEMENT DECLARATION AND
MANAGEMENT AGREEMENT**

**THIS MIDLAND & 4000 SOUTH SIGN EASEMENT DECLARATION AND
MANAGEMENT AGREEMENT** (the “Agreement”) is made as of the 13th day of September,
2021, by Roywell, LLC, a Wyoming limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain parcels of real property located in Weber
County, Roy City, Utah, which are more particularly described on Exhibit A attached hereto (the
“Project”); and

WHEREAS, Declarant has erected two pylon signs within the Project (referred to herein
as the “Midland Sign” and the “4000 Sign”, collectively the “Signs” or individually as a “Sign”
where a distinction between the Signs is not relevant). The Midland Sign is in the location
described on Exhibit B-1 attached hereto, and the 4000 Sign is in the location described on Exhibit
B-2 attached hereto, and each of said locations are depicted on Exhibit C attached hereto. The
Signs have been erected for the purpose of advertising businesses operating in the Project; and,

WHEREAS, Declarant desires to establish easements for the continued existence of the
Signs and all electrical service facilities necessary for the lighting thereof, and to allocate and
establish the rights and obligations associated with the use, display and maintenance costs
associated with the Signs, which, for all purposes hereunder, shall include the foregoing referenced
electrical service facilities;

NOW, THEREFORE, for and in consideration of the matters contained herein and to
carry out the stated intentions, the Declarant hereby establishes the easements and rights and
responsibilities with respect to the Signs as follows:

1. Creation of Easement. Declarant hereby establishes an easement for the Midland
Sign at the location described on Exhibit B-1 attached hereto and an easement for the 4000 Sign
at the location described on Exhibit B-2 attached hereto, and for the electrical service facilities
necessary for the lighting thereof which are related thereto. Further, the easement shall extend as
necessary to allow the overhang of the actual sign panels to the extent they reach beyond the
descriptions contained in Exhibits B-1 & B-2. The foregoing easements are a burden on the lots
on which the Midland Sign, the 4000 Sign and electrical service lines are located (the “Servient

Estate”), which are reflected in the depiction in Exhibit C, and such easements are for the benefit of the parcel described in Exhibit D attached hereto (the “Dominant Estate”). It is intended that, notwithstanding Declarant being the owner of both the Dominant Estate and the Servient Estate as of the date of this Declaration, there shall be no merger of the two estates, it being the intent that the easement created above and the display and use rights under the subsequent provisions hereof continue notwithstanding such common ownership.

2. Limitations on Use of Midland Sign and 4000 Sign. It is specifically understood that no portion of either the Midland Sign or the 4000 Sign shall be used for any purpose other than the advertising of businesses operated on portions of the Project, and only by those who have succeeded to display rights according to the provisions of Section 3 below. Further, all sign panels shall be in the form and substance as approved by the appropriate governing agency of Roy City.

3. Manner of Acquiring Display Rights on the Midland Sign. Subject to the initial allocation of rights below, all of the rights and obligations associated with the Midland Sign and the 4000 Sign are hereby vested in the Dominant Estate. Further, the owner of the Dominant Estate has paid all costs and expenses for the design and installation of the Signs, which totaled Seventy-Nine Thousand Five Hundred Twenty-nine and No/100 Dollars (\$79,529.00), which Declarant is allocating equally between the Midland Sign and the 4000 Sign, such that the cost of each is Thirty-Nine Thousand Seven Hundred Sixty-four and 50/100 Dollars (\$39,764.50). The foregoing amounts with respect to each of the Signs is referred to herein as the “Capital Cost”. Each of the separate lots within the Project shall have the right to acquire the right to use one (1) sign panel on the Midland Sign in exchange for the payment to the owner of the Dominant Estate the sum of one-quarter of the Capital Cost associated with the Sign. Any reference to a single sign panel herein shall be deemed include a single panel on both sides of the Midland Sign or the 4000 Sign, as the case may be, in the same vertical position. An owner of a lot so acquiring such rights shall be entitled to join with the owner of the Dominant Estate in recording a Notice of Display Rights referencing this Declaration and specifically describing the display rights acquired, including the position of such sign panel. The owner of the Dominant Estate shall, notwithstanding the foregoing, be entitled to one sign panel of it’s choosing for use by any entity or person doing business on the Dominant Estate. The right of any lot within the Project to acquire the right to use a panel shall be on a first-come, first-served basis, and at such time as all of the panel display rights have been acquired (or reserved to the owner of the Dominant Estate), no lot shall have the right to acquire display rights on the Signs. The display rights acquired hereunder may be transferred between the owners of lots within the Project on terms as may be agreed, so long at the owner of the Dominant Estate is provided with all information deemed necessary to carry out its obligations of maintenance and billing below and the limitations on use described in Section 2 above are honored. As of the date hereof, the owner of Lot 5 of the Roywell Subdivision has properly acquired the right to the use of the bottom panel of the Midland Sign and the bottom panel of the 4000 Sign.

4. Maintenance. The owner of the Dominant Estate is designated as the Signs Manager. The Signs Manager shall maintain the Signs (i) in good working order and repair (including, without limitation, paying for utility usage) and (ii) in accordance with any and all applicable government rules and regulations. The Signs Manager shall have the right to enter the Servient Estate as necessary and at a minimum of disruption to maintain and/or repair the Signs.

Notwithstanding the foregoing, it is understood that each owner entitled to signage rights hereunder shall be solely responsible for all costs of maintenance associated with the sign panel itself and shall share a right of entry on the Servient Estate to accomplish the foregoing.

5. Reimbursement of Maintenance and Operation Costs. Each of the owners of lots with rights of display on either or both of the Signs shall, within thirty (30) days after receipt of any annual billing from the Signs Manager, supported by copies of the vendors' invoices for performing the work or providing utility service included in the billing, reimburse the Signs Manager for a proportion of such costs equal to the area of sign panel to which they are entitled relative to the entire area of signage panels on such Sign. The Signs Manager shall be entitled to a management fee equal to \$250.00/year, or 15% of the total maintenance and operational costs, whichever is greater.

6. Runs with Land. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and inure to the assigns, successors, and tenants of the parties herein.

7. General Provisions.

(a) Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter of feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa.

(b) If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Declarant intends that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. The section headings are for convenience only and shall not affect the construction hereof.

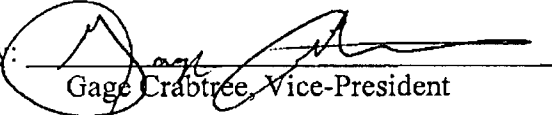
(c) Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

(d) If any legal action or other proceeding is brought for the enforcement hereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorney fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, this Declaration has been executed on the date hereinabove.


DECLARANT:

Roywell, LLC, a Wyoming limited liability company
By: Crabtree Investments, Inc., a Utah corporation,
Its: Manager

By: 
Gage Crabtree, Vice-President

STATE OF UTAH)
) ss.
County of Weber)

This instrument was acknowledged before me on September 13, 2021, by Gage Crabtree, who being by me duly sworn did say that he is the Vice-President of Crabtree Investments, Inc., a Utah corporation, which is the Manager of Roywell, LLC, a Wyoming limited liability company, the signer of the foregoing instrument and that the same was signed with proper authority.


Notary Public for Utah
My Commission Expires: Aug 13, 2022

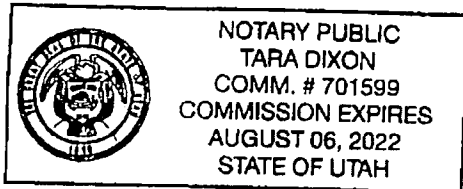


EXHIBIT A
(Legal Description of Project)

Lots 1, 2, 3, 4 and 5 of the Roywell Subdivision according to the Official Plat thereof recorded in the Weber County Recorder's Office on January 9, 2020, as Entry No. 3027525, in Book 87 at pages 05 & 06.

EXHIBIT B-1
(Legal Description of Midland Sign Location)

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 390.11 FEET AND NORTH 422.37 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 49°40'28" WEST 10.00 FEET; THENCE NORTH 40°19'32" EAST 9.00 FEET; THENCE SOUTH 49°40'28" EAST 10.00 FEET; THENCE SOUTH 40°19'32" WEST 9.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 90 SQ. FT. OR 0.002 ACRES

EXHIBIT B-2

(Legal Description of 4000 Sign Location)

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 404.53 FEET AND NORTH 60.33 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°25'05" WEST 9.00 FEET; THENCE NORTH 00°34'55" EAST 13.11 FEET; THENCE SOUTH 89°25'05" EAST 9.00 FEET; THENCE SOUTH 00°34'55" WEST 13.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 118 SQ. FT. OR 0.003 ACRES

EXHIBIT C

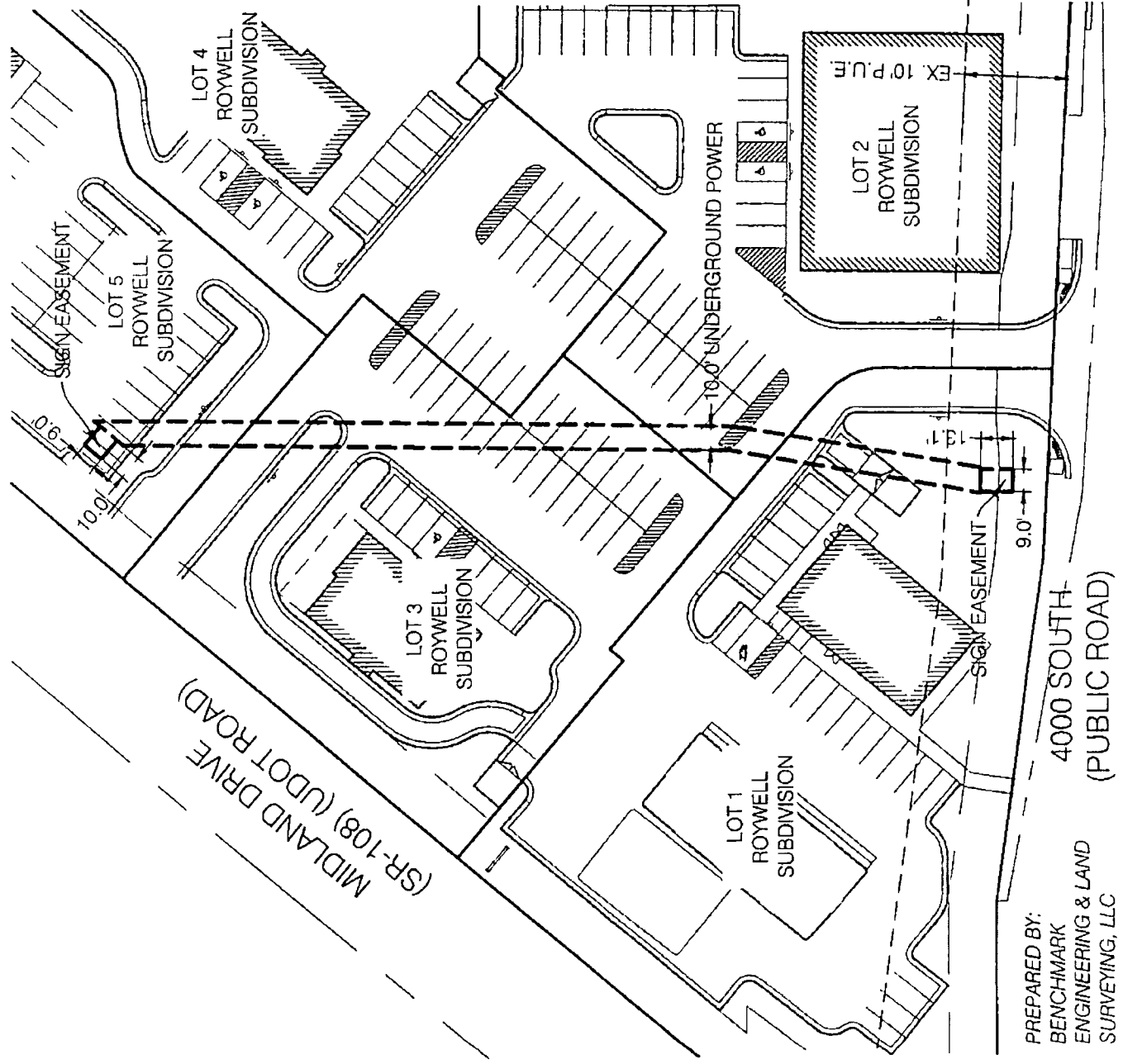
(Legal Description of Electrical Easement and Depiction of Sign Locations within Project)

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 413.97 FEET AND NORTH 73.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 10°03'11" EAST 101.60 FEET; THENCE NORTH 00°55'02" EAST 246.26 FEET; THENCE NORTH 40°19'32" EAST 15.75 FEET; THENCE SOUTH 00°55'02" WEST 259.23 FEET; THENCE; SOUTH 10°03'11" WEST 100.73 FEET; THENCE NORTH 89°25'05" WEST 10.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 3539 SQ. FT. OR 0.081 ACRES

EXHIBIT C



PREPARED BY:
 BENCHMARK
 ENGINEERING & LAND
 SURVEYING, LLC

4000 SOUTH
 (PUBLIC ROAD)

MIDLAND DRIVE
 (SR-108) (UDOT ROAD)

SCALE: 1" = 60'	
DRAWN: KO	07/02/2021
CHECKED: DKB	07/02/2021
APPROVED: DKB	07/02/2021

RMP EASEMENT
 3948 S MIDLAND DR
 ROY, UT

EXHIBIT
DWG. NO. 1809209.dwg
PROJECT. NO. 1809202

EXHIBIT D
(Legal Description of Dominant Estate)

Lots 2 of the Roywell Subdivision according to the Official Plat thereof recorded in the Weber County Recorder's Office on January 9, 2020, as Entry No. 3027525, in Book 87 at pages 05 & 06.