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Book - 10204 Pg - 7476-7484  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BONNEVILLE SUPERIOR TITLE  
BY: eCASH, DEPUTY - EF 9 P.

**Recorded at Request of and  
After Recording Return to:**

Glenn J. Amster  
Kantor Taylor Nelson Evatt & Decina PC  
901 Fifth Avenue, Suite 4000  
Seattle, WA 98164

BST # 169827  
27-32-351-001

**PARKING EASEMENT AGREEMENT**

THIS PARKING EASEMENT AGREEMENT ("**Agreement**") is made as of this 13<sup>th</sup> day of December, 2013 by and between **HD DEVELOPMENT OF MARYLAND, INC.** a Maryland corporation ("**HD**" or "**Grantor**") and **RW RIVERTON CLINIC, LLC** ("**RW Riverton**" or "**Grantee**")

**RECITALS**

- A. HD is the owner of certain real property located in City of Riverton, County of Salt Lake, State of Utah, which is legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**HD Property**").
- B. RW Riverton is the owner of certain real property located adjacent to the HD Property, which is legally described in **Exhibit "B"** attached hereto and incorporated herein by this reference ("**RW Riverton Property**").
- C. In order to facilitate the use and development of the RW Riverton Property, HD is willing to grant to RW Riverton a non-exclusive easement over and across a portion of the HD Property for additional parking spaces, and to impose terms, covenants and conditions on use of the additional parking spaces as set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Grant of Easement.** HD hereby declares, establishes, creates and grants to RW Riverton a permanent nonexclusive parking easement, upon the terms and conditions set forth below, for parking by RW Riverton, its tenants, guests, invitees of, and visitors, but not employees ("**Authorized Users**") over, across and upon that portion of the HD Property identified on **Exhibit "C"** attached hereto and incorporated herein by this reference ("**Easement Area**"), together with a nonexclusive easement for vehicular and pedestrian ingress and egress to the Easement Area over the driveways, sidewalks, and other access ways as may exist from time to time on the HD Property.

2. Maintenance.

2.1 HD shall at all times be responsible for maintenance of the Easement Area and maintain same in good and clean condition and repair in accordance with the standards described in the Restrictions Agreement and Grant of Easements recorded December 1, 2005, as Document No 9569861 in Book 9224, page 9448, in the office of the Recorder of Salt Lake County, State of Utah, as the same may from time to time be amended (“RAGE”).

2.2 RW Riverton shall pay to HD an annual maintenance fee of Twenty-Five Hundred and no/100 Dollars (\$2500.00).

2.3 If damage to the Easement Area beyond ordinary wear and tear is directly attributable to RW Riverton or RW Riverton’s Authorized Users, then RW Riverton shall notify HD and arrange for the repair of such damage as soon as reasonably practicable, at its sole expense.

3. Running Covenants. This easement shall run with the HD Property and the RW Riverton Property and be binding upon and inure to the benefit of the owners of the HD Property and RW Riverton Property and their respective heirs, personal representatives, transferees, successors and assigns.

4. Indemnification. RW Riverton covenants and agrees to indemnify, defend and hold HD harmless from and against all claims, costs, expenses and liability (including reasonable attorney’s fees and costs of suit incurred in connection with all claims), arising from or in connection with the exercise of the rights granted herein, except for claims caused by the negligence or willful act or omission of HD, its tenants, agents, servants, or employees.

5. Supplement to RAGE. It is expressly agreed that this Agreement is a supplement to, and not a substitute for, the RAGE, which remains in full force and effect.

6. Amendment. This instrument may be amended only by a written instrument executed by all parties.

7. Notices. Any notices required under this Agreement shall be in writing and shall be provided by certified mail, facsimile transmission or personal delivery to the parties at the following addresses:

To HD:

HD Development of Maryland, Inc.  
2455 Paces Ferry Road, Building C-20  
Atlanta, GA 30339-4025  
Attention: Vice President, Real Estate Law Group  
Store No.: 8566

and to: Kantor Taylor Nelson Evatt & Decina PC  
901 Fifth Avenue, Suite 4000  
Seattle, WA 98164  
Attention: Glenn J. Amster

To Grantor: RW Riverton Clinic, LLC  
c/o Rockworth Companies  
9980 South 300 West  
Suite 310  
Sandy, Utah 84070

Notice shall be deemed received upon the earlier of three (3) business days following deposit into the United States mail or upon actual receipt, whichever is sooner.

8. Attorney's Fees. The substantially prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its reasonable attorney's fees and court costs in such action, including on appeal.

9. Entire Agreement/Severability. This Agreement, together with the Exhibits attached hereto, represents the entire Agreement between the parties regarding this additional parking easement. There are no oral promises, conditions, representations or terms of any kind between the parties except as may be provided herein. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

10. Time is of the Essence. Time is of the essence of this Agreement and the performance of all obligations hereunder.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Agreement have authority to do so and to bind the parties and properties described hereunder.

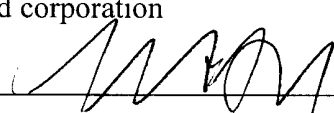

12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

Dated the day and year first above written.

*[Signatures on following page]*

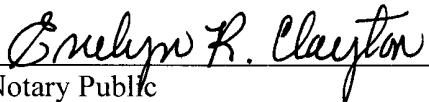
**GRANTOR:**

**HD DEVELOPMENT OF MARYLAND, INC.,**  
a Maryland corporation

By:    
Name: Michael A. Dalton  
Its: Counsel

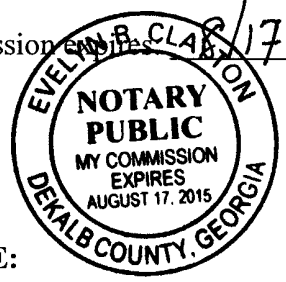
STATE OF GEORGIA        )  
  )ss.  
COUNTY OF COBB        )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2013 by Mike Dalton, Counsel of HD Development of Maryland, Inc., a Maryland corporation, on behalf of the corporation.

  
Notary Public

My commission expires 8/17/13

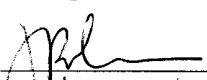
(SEAL)



**GRANTEE:**

**RW RIVERTON CLINIC, LLC**, a Utah limited liability company

By: Rockworth Companies, LLC,  
Its: Manager

By:  Spencer H. Hess  
Name: J. Blane Jones Spencer H. Hess  
Title: MANAGER

STATE OF UTAH )

)ss.

COUNTY OF SALT LAKE )

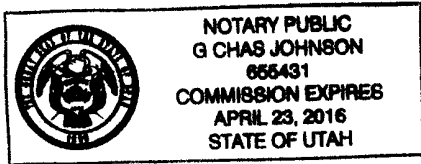
On DECEMBER 23, 2015, before me, G. CHAS JOHNSON, personally appeared SPENCER H. HESS & J. BURE JOHNSON who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

G. Chas Johnson  
SIGNATURE OF NOTARY PUBLIC

(SEAL)



**Exhibit "A"**

Legal Description of HD Property

Lot 1A, THE HOME DEPOT AMENDED (Amending Lot 1 of THE HOME DEPOT Subdivision, as recorded November 10, 2005, as Entry No. 9551334, in Book 2005P, Page 357, in the Office of the Salt Lake County Recorder, State of Utah), being more particularly described as:

Beginning at the Easternmost Corner of Lot 1, The Home Depot, on file and of record in the office of Salt Lake County Recorder, Book 2005P, Page 357, said corner being North 89°51'36" West 995.59 feet along the Section Line and perpendicularly North 00°08'24" East 752.20 feet from the South Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence the following four (4) courses along the Southeasterly Line of said Lot 1:

- 1) South 45°00'00" West 77.22 feet;
- 2) thence southwesterly 110.66 feet along the arc of a 150.00 foot radius curve to the right (center bears North 45°00'00" West and the chord bears South 66°08'03" West 108.17 feet with a central angle of 42°16'07");
- 3) thence southwesterly 110.66 feet along the arc of a 150.00 foot radius curve to the left (center bears South 02°43'52" East and the chord bears South 66°08'03" West 108.17 feet with a central angle of 42°16'07");
- 4) thence South 45°00'00" West 366.81 feet;  
thence northwesterly 18.45 feet along the arc of a 100.50 foot radius curve to the right (center bears North 34°28'48" East and the chord bears North 50°15'37" West 18.43 feet with a central angle of 10°31'13");  
thence North 45°00'00" West 220.29 feet;  
thence northwesterly 211.23 feet along the arc of a 885.50 foot radius curve to the right (center bears North 45°00'00" East and the chord bears North 38°09'59" West 210.73 feet with a central angle of 13°40'03");  
thence South 73°59'15" West 25.35 feet to a point on the Easterly Line of a proposed Utah Department of Transportation Right of Way;  
thence the following seven (7) courses along said Right of Way:
  - 1) North 23°21'16" West 85.13 feet;
  - 2) thence North 18°40'48" West 128.93 feet;
  - 3) thence northerly 196.82 feet along the arc of a 3,196.84 foot radius curve to the right (center bears North 77°48'42" East and the chord bears North 10°25'28" West 196.79 feet with a central angle of 03°31'39");
  - 4) thence North 11°22'35" East 31.04 feet;
  - 5) thence North 08°10'34" West 167.20 feet;
  - 6) thence North 05°43'09" West 130.46 feet;
  - 7) thence North 04°43'52" West 6.17 feet to a point on the Northerly Line of said Lot 1;  
thence South 89°58'20" East 327.86 feet along said Northerly Line;  
thence South 45°00'00" East 919.66 feet along the Northeasterly Line of said Lot 1 to the point of beginning.

**Exhibit "B"**

Legal Description of RW Riverton Property

Lot 1B, THE HOME DEPOT AMENDED (Amending Lot 1 of THE HOME DEPOT Subdivision, as recorded November 10, 2005, as Entry No. 9551334, in Book 2005P, Page 357, in the Office of the Salt Lake County Recorder, State of Utah), being more particularly described as:

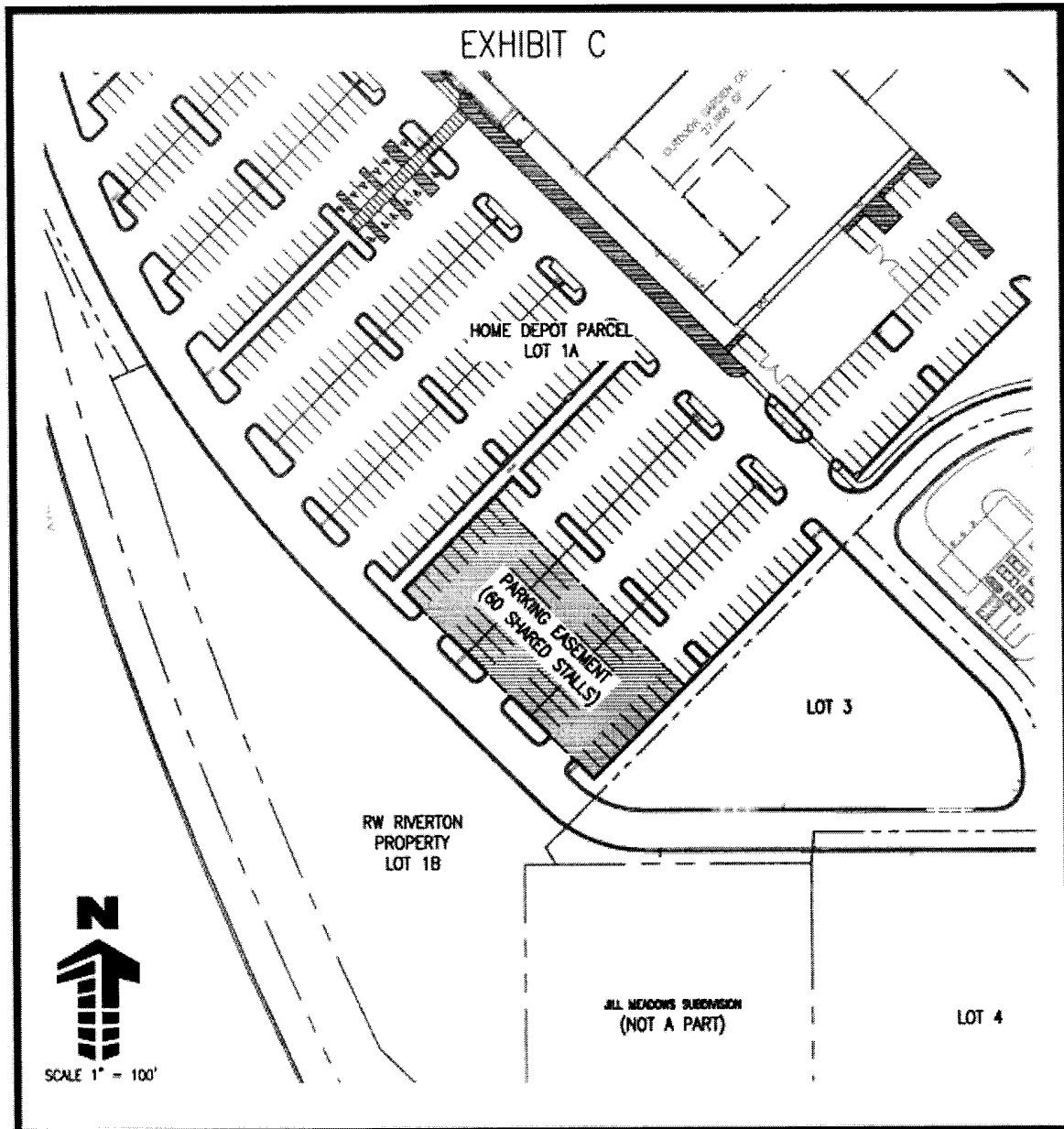
Beginning at a point on the Southeasterly Line of Lot 1, The Home Depot, A Commercial Subdivision, on file and of record in the office of Salt Lake County Recorder, Book 2005P, Page 357, said point being North 89°51'36" West 1506.43 feet along the Section Line and perpendicularly North 00°08'24" East 349.44 feet from the South Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence the following four (4) courses along said Southeasterly Line of said Lot 1: 1) South 45°00'00" West 20.48 feet; 2) thence southeasterly 14.62 feet along the arc of a 200.00 foot radius curve to the right (center bears South 56°53'24" West and the chord bears South 31°00'55" East 14.62 feet with a central angle of 04°11'21"); 3) thence South 89°57'12" West 23.05 feet; 4) thence South 00°02'48" East 235.42 feet to a point on the Easterly line of a proposed Utah Department of Transportation Right of Way; thence the following seven (7) courses along said proposed Right of Way: 1) North 46°05'09" West 139.28 feet; 2) thence North 23°36'51" West 183.56 feet; 3) thence North 20°21'25" West 259.51 feet; 4) thence North 07°30'03" West 29.36 feet; 5) thence North 31°57'39" West 38.02 feet; 6) thence North 21°49'13" West 20.41 feet; 7) thence North 73°59'15" East 1.00 feet; thence North 73°59'15" East 25.35 feet; thence southeasterly 211.23 feet along the arc of a 885.50 foot radius curve to the left (center bears North 58°40'03" East and the chord bears South 38°09'59" East 210.73 feet with a central angle of 13°40'03"); thence South 45°00'00" East 220.29 feet; thence southeasterly 18.45 feet along the arc of a 100.50 foot radius curve to the left (center bears North 45°00'00" East and the chord bears South 50°15'37" East 18.43 feet with a central angle of 10°31'13") to the point of beginning.

**Exhibit "C"**

Easement Area

**[On following page]**





**THE HOME DEPOT  
STORE #8566**

NEC 13400 SOUTH & BANGERTER HWY.  
RIVERTON, UT

Galloway

Planning, Architecture, Engineering,  
6500 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
303.770.3884 O  
303.770.3888 F  
www.gallowayUS.com  
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Project No: THD001119.9A	Designed By: KRS	Date: 12/16/2013	<b>EXHIBIT C PARKING EASEMENT AREA</b>
Sheet Scale: 1"=100'	Drawn By: KRS	Disk File: --	