

Prepared by and Return to:
RAZR, LLC
5633 Axel Park Road
West Jordan, UT 84084

12031088
4/16/2015 9:22:00 AM \$25.00
Book - 10315 Pg - 1630-1637
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE GUARANTEE
BY: eCASH, DEPUTY - EF 8 P.

(Recorder's Use Above this Line)

STATE OF UTAH COUNTY OF SALT LAKE
Premises Parcel Numbers : 08-09-476-018, 08-09-476-029 & 08-09-476-030

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of April 12, 2015, by and between **GARY HAMPTON** ("Grantor") and **RAZR, LLC**, a Utah limited liability company ("Grantee").

BACKGROUND

Grantor is the owner of the real property described as Lot #1 Rudy Subdivision, Salt Lake County, State of Utah (the Rudy Subdivision was recorded as entry number 5661457 in Book 93-11 at Page 308 in the office of the Recorder for Salt Lake County, State of Utah (the "Servient Premises"). The Rudy Subdivision plat provided for a 10' Water Line Easement (the "Water Easement") and a 10' Drainage Easement (the "Drainage Easement") (the Water Easement and the Drainage Easement are also collectively, or individually as the case may be, referred to herein as the "Easements"). Grantor and Grantee enter into this Agreement to clarify that the Easements are for the benefit of the Dominant Premises (defined below) and to further describe Grantee's and Grantor's rights and obligations related to the maintenance, repair and replacement of the improvements in the Easements. Grantor and Grantee further desire to describe the circumstances where the Easements can be vacated or terminated.

Grantee is the owner of the Dominant Premises more fully described on Exhibit "A" hereto. Grantee desires to receive from Grantor the certain easement rights and obligations with respect to the Servient Premises and for the benefit of the Dominant Premises.

AGREEMENTS

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

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby clarifies the nature, uses and duration of the Easements for the benefit of Grantee and Grantee's heirs, personal representatives, successors and assigns. The Easements shall be used for the purposes set forth in Section 6 hereof. Should Grantee desire to maintain, repair or replace the improvements in the Easements (the "Work"), Grantee shall have the right to use the Easements plus an area extending the length of the Easements of up an additional 30 feet in width (the "Expanded Easement Area") to facilitate the Work and for the placement of construction equipment, materials and overburden within the Expanded Easement Area while repairing, maintaining or replacing the improvements installed in the Easements or completing

the Work. Grantee shall pay Grantor, within 30 days of the completion of the Work, the reasonable cost of any damage to crops or pasture yield(s) caused by Grantee's activity on the Easements and Grantee shall at Grantee's sole cost reasonably restore the Servient Parcel to the approximate condition prior to Grantee's disturbance of the Servient Parcel, realizing that the restoration cannot restore the plants to their pre-Work condition. Should it be determined that the drainage pipe is not in the Drainage Easement or the water pipe is not in the Water Easement, Grantor will correct the legal description of the Easements so that the improvements are within the Easements (Grantee will pay the costs to prepare and record the documents used to so modify the Easements' location(s)).

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit. All rights, easements and interests herein created are for the benefit of the Dominant Premises.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors, agents and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under or through them.

4. Duration. The duration of the Easements granted in the Rudy Subdivision Plat (the "Term") shall be perpetual, unless Grantee provides written, recordable notice to Grantor of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon the recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee then Grantor, or its successors, may terminate the Easements by providing Grantee legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize the Easements for a consecutive period of five (5) years, and, following the expiration of such five (5) year period, Grantee does not respond to Grantor's notice of Grantor's intent to terminate the Easements within forty-five (45) days after Grantor's written notice to Grantee at the address for Grantee contained herein (or such other address as Grantee has provided Grantor) with a copy sent by certified mail or its equivalent to the address where Salt Lake County sends the property tax notice(s). Further, should the actual use of the Dominant Premises change from agricultural and the Dominant Premises no longer be irrigated then Grantee, after receiving Grantor's written request and confirming to Grantee's satisfaction that the change in use is permanent, shall provide Grantor the documentation reasonably necessary to terminate the Drainage Easement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement except as provided in Section 1 for damages to the corps raised on the Servient Premises.

6. Use of Easement Areas.

a. Drain Easement. The Drain Easement shall be used by Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns for installing, maintaining, repairing and replacing a drain pipe used to transport irrigation and storm water from the west side of 2200 West across the Servient Premises eventually to be dumped into the Salt Lake Drainage Canal. At all times during the Term, Grantee shall have the right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24)

hours a day. Grantor shall not in any manner prevent access to, and use of, the Drainage Easement by Grantee or its, lessees, sublessees, licensees, agents, successors and assigns; and Grantor shall not utilize the Drainage Easement in any manner that interferes with Grantee's or its lessees', sublessees', licensees', agents', successors' and assigns' use of such area.

b. Water Easement. The Water Easement shall be used by Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns for installing, maintaining, repairing and replacing a water line servicing the Dominant Premises as well as the construction, installation, operation and maintenance of related pipes, fittings or valves with the right to reconstruct, improve, add to, enlarge, change and remove such improvements. Any maintenance, repair or replacement of the improvements shall be at the sole and absolute discretion of Grantee. Grantor shall not use the Water Easement in any manner that will disturb Grantee's right to use the Water Easement. Grantor shall not in any manner prevent access to, and use of, the Water Easement by Grantee or its, lessees, sublessees, licensees, agents, successors and assigns; and Grantor shall not utilize the Water Easement in any manner that interferes with Grantee's or its lessees', sublessees', licensees', agents', successors' and assigns' use of the Water Easement.

7. Assignment. This Agreement, and the rights granted herein, shall be assignable by Grantee so long as the assignment is coupled with an interest in the Dominant Premises.

8. Covenants and Agreements.

a. Grantor represents and warrants that it is the owner in fee simple of the Servient Premises, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements during the term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Servient Premises.

9. Non-Disturbance. During the term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements.

10. Access and Utilities. To the extent not otherwise addressed herein Grantor hereby grants and conveys unto Grantee, its tenants, licensees, employees, agents, contractors, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Easements, seven days a week, 24 hours a day, for the construction, installation, location, maintenance, relocation and repair of the improvements in the Easements provided that Grantee shall repair any damages to the Premises caused by such access.

11. Notices. All notices required to be given under this Agreement, unless otherwise stated, shall be in writing and delivered in person, by certified mail or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing):

Intentionally left blank.

If to Grantor:	If to Grantee:
Gary Hampton	RAZR, LLC

2908 North 2200 West Salt Lake City, UT 84116	2082 West 8660 South West Jordan, UT 84088
--	---

12. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.
13. Recording. This Agreement shall be recorded at Grantee's cost.
14. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
15. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.
16. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.
17. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
18. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.
19. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
20. Entire Understanding and Amendment. This Agreement, the Easement Acquisition Agreement by and between Grantor and Grantee, and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:
GARY HAMPTON;**

Signature: *Darryl Hampton*

Acknowledgment

GRANTOR

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On April 12, 2015 before me, Gary Hampton,
personally *(here insert name and title of the Notary Public)*
appeared **GARY HAMPTON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature: *Roshawn Terrell*
Notary Public
My Commission Expires: July 9, 2015



GRANTEE:
RAZR, LLC, a Utah limited liability company;

Signature: *Bernell Kerkman*
By: Bernell Kerkman
Its: Managing Member
Date: 4-15-15

Acknowledgment

GRANTOR

STATE OF UTAH)

COUNTY OF SALT LAKE)

) ss:

On 04-15-15 before me, *Kortney Schultz*
personally

(here insert name and title of the Notary Public)

appeared Bernell Kerkman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Kortney A Schultz*
Notary Public
My Commission Expires: 03/19/19

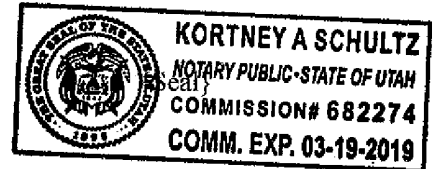


EXHIBIT "A"

Parcel 1:

Beginning at a point on the centerline of 2200 West Street, said point also being South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1350.020 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°03'34" East 296.177 feet; thence North 89°10'38" East 758.941 feet; thence North 86°51'36" East 557.694 feet; thence North 26°53'59" East 160.146 feet; thence North 86°38'36" East 999.252 feet; thence South 10°12'09" East 63.432 feet along the westerly line of the Jordan River Relocation Easement recorded as Entry Number 1969716, Book 2139, Page 53 of the Salt Lake County Recorder's Office; thence along the Westerly line of UDOT Parcel No. 0067:8D:A recorded as Entry Number 7899500, Book 8458, Page 4883 of said Recorder's Office for the following three courses: South 44°59'20" West 192.171 feet, South 30°35'01" West 764.630 feet, and South 20°03'21" West 116.770 feet; thence along an old fence line forming a boundary agreement line for the following three courses: North 89°51'55" West 631.201 feet, North 89°42'12" West 441.604 feet, and North 89°50'08" West 528.954 feet; thence North 00°03'34" East 172.866 feet to the South line of RUDY SUBDIVISION; thence North 89°43'42" East 1.995 feet along said South line; thence North 00°03'28" East 221.290 feet along the East line of said Subdivision; thence North 89°28'51" East 284.056 feet; thence South 70.276 feet; thence North 89°24'00" East 277.851 feet; thence North 02°16'04" West 101.043 feet; thence South 89°24'00" West 790.885 feet along a fence line to the point of beginning.

Tax Serial No. 08-09-476-029

Parcel 2:

Beginning at a point on the centerline of 2200 West Street, said point also being South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1350.020 feet from the

**Southeast Corner of Section 9, Township 1 North, Range 1 West,
Salt Lake Base and Meridian, and running thence South 00°03'34"
West 30.000 feet to the Northwest corner of Rudy Subdivision;
thence North 89°28'51" East 517.056 feet along the North line of
said Subdivision and the extension thereof; thence South 70.276
feet; thence North 89°24'00" East 277.851 feet; thence North
02°16'04" West 101.043 feet; thence South 89°24'00" West
790.885 feet along a fence line to the point of beginning.**

Tax Serial No. 08-09-476-030
