

ENTRY NO. 01156201

02/23/2021 10:56:11 AM B: 2643 P: 0263

Easements PAGE 1/3
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY CW LARSEN VILLAGE LLC



When Recorded, Mail To:

CW Larsen Village, LLC
ATTN: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Tax Parcel No.(s):

(Space Above for Recorder's Use Only)

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("**Easement**") is made and entered into as of the 22 day of February, 2021, by and between CW LARSEN VILLAGE, LLC, a Utah limited liability company, a Utah limited liability company ("**CWL**V"), LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company ("**LCL**" and together with CWL, the "**Grantor**") and QUESTAR GAS COMPANY, dba DOMINION ENERGY, a Utah corporation ("**Grantee**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. CWL is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**CWL Property**").

B. LCL is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**LCL Property**" and together with the CWL Property, the "**Grantor Property**").

C. Grantee provides natural gas utility services which will serve the Grantor Property.

D. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Easement Area**").

E. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing gas lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement, and shall be allowed to use temporary workspace adjacent to the Easement Area as reasonably necessary to accomplish the purposes of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (a) change the contour within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed; (b) plant deep-rooted trees, or vegetation that will damage Grantee's facilities within the Easement Area; or (c) place personal property within the Easement Area which unreasonably interferes with Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Salt Lake County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

15. Effective Date. The Effective Date of this Easement shall mean the date listed on the signature page.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

CWLTV

CW LARSEN VILLAGE, LLC,
a Utah limited liability company

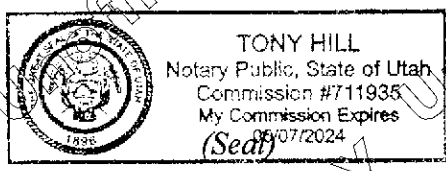
By: *Darlene Carter*

Its: MANAGER
Title

State of Utah)
County of DAVIS)

On this 18 day of FEBRUARY, 2021, personally appeared before me DARLENE CARTER who being by me duly sworn did say that she/he is the MANAGER of CW LARSEN VILLAGE, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

Tony Hill
(Notary Public)



LCL

LIBERTY CAPITAL LENDING, LLC,
a Utah limited liability company

By: Matthew Lowe

Its: Manager
Title

State of Utah)

County of Salt Lake)

On this 22 day of Feb, 2021, personally appeared before me Matthew Lowe who being by me duly sworn did say that she/he is the manager of LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

J. Law
(Notary Public)

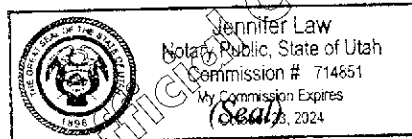


EXHIBIT "A"
GRANTOR PROPERTY

CWLV PROPERTY

LOT 16 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT. 6.78 AC.

Parcel No. SCVC-16 (for reference purposes only)

LCL PROPERTY

LOT 17 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 1.02 AC.

Parcel No. SCVC-17 (for reference purposes only)

LOT 18 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT. 10.55 AC.

Parcel No. SCVC-18 (for reference purposes only)

EXHIBIT "B"
EASEMENT AREA

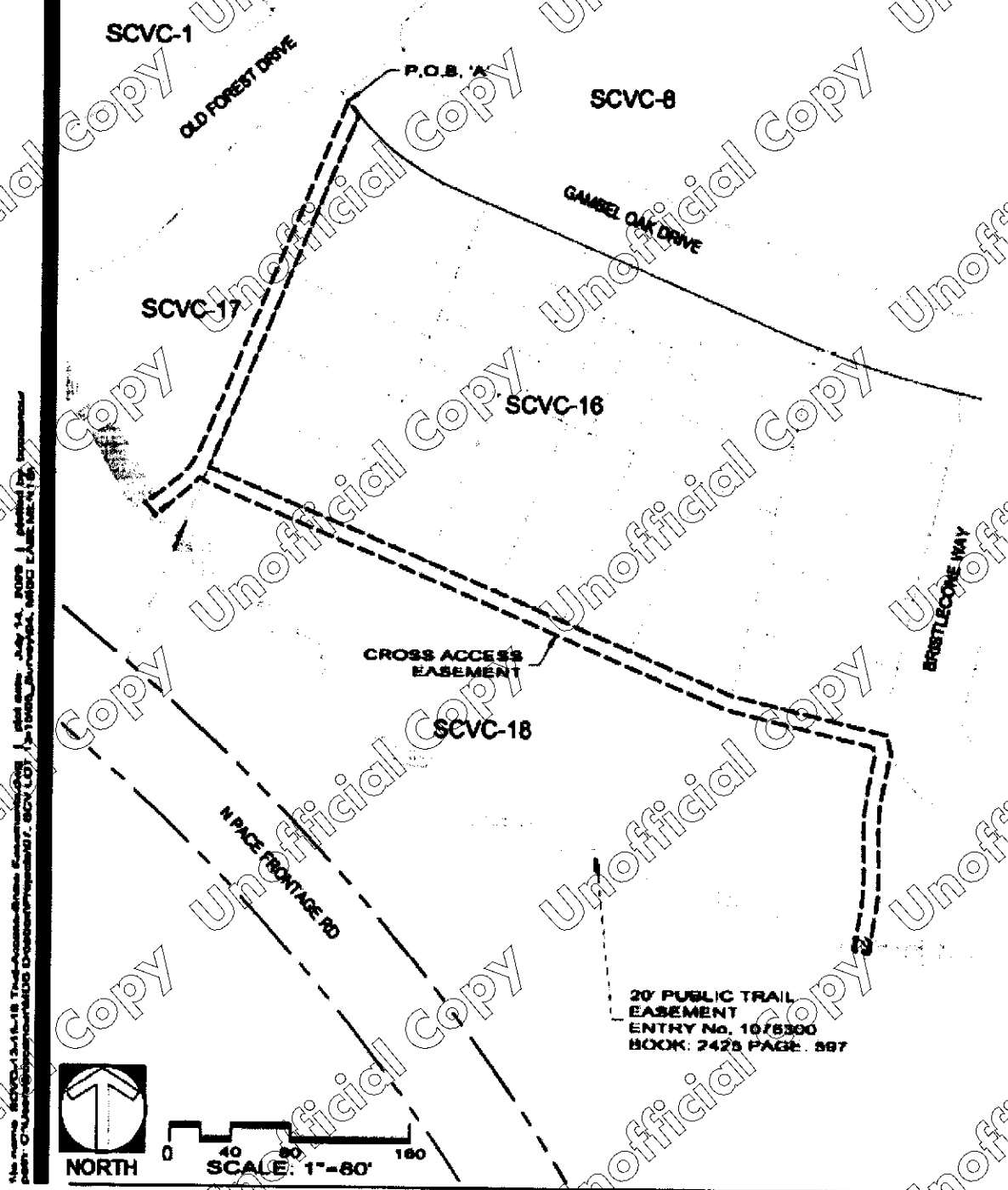
An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 538.80 feet along the northerly line of said Section 22 and thence South 00°16'58" West 84.86 feet to the true Point of Beginning, and running thence South 37°52'43" East 11.48 feet; thence South 22°44'59" West 252.05 feet; thence South 67°15'01" East 380.91 feet; thence South 76°24'22" East 106.85 feet to a point on a 63.00 foot radius non-tangent curve to the left, the center of which bears North 82°10'53" East; thence Southerly 12.30 feet along the arc of said curve through a central angle of 11°10'56" (chord bears South 13°24'35" East 12.28 feet); thence South 32°44'35" West 0.81 feet; thence South 10°59'13" West 25.29 feet to a point on a 145.00 foot radius curve to the left, the center of which bears South 79°00'47" East; thence Southerly 31.41 feet along the arc of said curve through a central angle of 12°24'43" (chord bears South 04°46'52" West 31.35 feet); thence South 01°25'30" East 20.55 feet to a point on a 155.00 foot radius curve to the right, the center of which bears South 88°34'30" West; thence Southerly 29.44 feet along the arc of said curve through a central angle of 10°52'57" (chord bears South 04°00'58" West 29.40 feet); thence South 09°27'27" West 25.57 feet; thence North 80°32'33" West 10.00 feet; thence North 09°27'27" East 25.57 feet to a point on a 145.00 foot radius curve to the left, the center of which bears North 80°32'33" West; thence Northerly 27.54 feet along the arc of said curve through a central angle of 10°52'57" (chord bears North 04°00'58" East 27.50 feet); thence North 01°25'30" West 20.55 feet to a point on a 155.00 foot radius curve to the right, the center of which bears North 88°34'30" East; thence Northerly 33.58 feet along the arc of said curve through a central angle of 12°24'43" (chord bears North 04°46'52" East 33.51 feet); thence North 10°59'13" East 22.67 feet to a point on a 5.00 foot radius curve to the left, the center of which bears North 79°00'47" West; thence Northwesterly 7.63 feet along the arc of said curve through a central angle of 87°23'35" (chord bears North 32°42'34" West 6.91 feet); thence North 76°24'22" West 89.69 feet to a point on a 105.00 foot radius curve to the right, the center of which bears North 13°35'38" East; thence Westerly 16.78 feet along the arc of said curve through a central angle of 09°09'21" (chord bears North 71°49'41" West 16.76 feet); thence North 67°15'01" West 366.72 feet to a point on a 32.50 foot radius curve to the right, the center of which bears North 22°44'59" East; thence Northwesterly 8.65 feet along the arc of said curve through a central angle of 15°15'00" (chord bears North 59°37'31" West 8.62 feet); thence North 52°00'01" West 0.81 feet to a point on a 57.50 foot radius non-tangent curve to the right, the center of which bears North 49°30'31" West; thence Southwesterly 10.64 feet along the arc of said curve through a central angle of 10°36'02" (chord bears South 45°47'31" West 10.62 feet); thence South 51°05'32" West 28.26 feet; thence North 38°54'28" West 10.00 feet; thence North 51°05'32" East 28.26 feet to a point on a 47.50 foot radius curve to the left, the center of which bears North 38°54'28" West; thence Northeasterly 23.50 feet along the arc of said curve through a central angle of 28°20'33" (chord bears North 36°55'15" East 23.26 feet); thence North 22°44'59" East 248.80 feet to the Point of Beginning.

Containing 9,273 square feet or 0.21 acres, more or less.

This easement is contained within Parcels SCVC-17 & SCVC-18

**SILVER CREEK VILLAGE CENTER
SCVC 17 & 18 - CROSS ACCESS EASEMENT**



As shown on SCVC 17 & 18 The Access Easement is shown as a dashed line. The easement is shown as a solid line. The easement is shown as a solid line. The easement is shown as a solid line.



NORTH
0 40 80 160
SCALE: 1"=80'