

ENTRY NO. 01196477

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Easements PAGE 178

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY UNLIMITED TITLE



AFTER RECORDING, RETURN TO:

FLARE CONSTRUCTION, LLC
PO Box 130
300 North Industrial Park Road
Coalville, Utah 84017

EASEMENT AGREEMENT

(Access and Utilities)

This EASEMENT AGREEMENT (the "Agreement") is made and entered into this 7th day of October, 2022, by and between COALVILLE BOND HOLDINGS LLC, whose address is 148 Redmond Street, Jackson, WY 83301 ("Grantor"), and FLARE CONSTRUCTION, LLC, whose address is 300 North Industrial Park Road, Coalville, Utah 84017 ("Grantee") (Grantor and Grantee are referred to collectively herein as "the Parties").

RECITALS

A. Grantor is the owner of certain real property located in Summit County, State of Utah, more particularly described as follows:

A tract of land located in the South Half of Section 4 and in the North Half of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 88°46'24" West between the North 1/4 Corner and the Northwest Corner of said Section 9, described as follows:

Beginning at a point which is North 88°46'24" West 450.52 feet along the Section line from the North quarter corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, a monument in concrete (said point of beginning being a rebar with cap monumenting the Southeast corner of Cedar Crest Subdivision) and running thence North 17°15'06" East 420.73 feet along the Easterly boundary of said subdivision to a rebar with cap monumenting an angle point on the Easterly boundary of said subdivision; thence North 22°33'41" East 580.03 feet along the Easterly boundary of said subdivision; thence North 35°37'26" East 201.26 feet along the Easterly boundary of said subdivision to a rebar with cap monumenting an angle point on the Easterly boundary of said subdivision and the center of section line; thence North 0°43'44" East along the center of section line 214.59 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of Section 4; thence South 88°32'37" East along the quarter-quarter section line 1329.33 feet to the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 4; thence South 0°23'40" West along the quarter-quarter section line 1320.13 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 4; thence North 88°46'25" West along the Section line 539.07 feet to the crest of a cedar ridge; the following 3 calls being along said crest 1) thence South 26°35'09"

West 245.46 feet; 2) thence South 18°16'04" West 307.89 feet, 3) thence South 31°09'41" West 471.75 feet; thence North 50°51'59" West 299.77 feet to a rebar and cap monumenting the Northeast corner of that certain parcel of land conveyed to CRA Enterprises Investments, L.C. by that certain Special Warranty Deed recorded January 14, 2000 as Entry No. 557193 in Book 1303 at Page 1079 of the official records in the office of the Summit County Recorder; thence North 22°38'17" East 99.90 feet; thence North 35°52'03" West 459.17 feet; thence South 58°08'44" West 243.41 feet; thence South 48°21'53" West 104.78 feet; thence South 26°50'37" West 304.74 feet; thence South 29°53'53" West 393.39 feet to the northerly line of an existing road (30 feet perpendicular from the centerline of said road; thence North 63°34'07" West 229.50 feet along said line; thence along the arc of a curve to the left 753.44 feet (radius 483.56 feet, chord bearing South 66°06'08" West 679.51 feet) along said line; thence South 15°45'06" West 29.69 feet along said line to the Southerly line of the Northwest quarter of the Northwest quarter of Section 9; thence North 88°49'44" West 687.48 feet, along said line to the edge of a rock ledge; thence North 43°38'35" East 64.40 feet, along said ledge to a nail set in ledge; thence North 31°10'07" East 57.35 feet, along said ledge; thence North 17°53'08" East 176.08 feet, along said ledge; thence North 36°16'43" East 650.31 feet, along said ledge; thence North 33°39'13" East 334.86 feet, along said ledge; thence North 19°30'51" East 257.91 feet, along said ledge to the Northerly line of Section 9, said line also being the Southerly boundary line of Cedar Crest subdivision; thence South 88°46'24" East 1021.86 feet, along said Section line to the Point of Beginning.

Excepting therefrom those portions conveyed by that Quit Claim Deed of Dedication of Roadway to Municipal Corporation, with Allen Hollow LLC as Grantor and Coalville City as Grantee, recorded November 16, 2007 as Entry No. 830742 in Book 1899 at Page 1815 of the official records of the Summit County Recorder. (4.49 Acres)

Parcel No. CT-301-1-X

Less and excepting the following property; (CT-301-C)

That portion of the Small Business and Technology Park in the City of Coalville, County of Summit, State of Utah, per the official plat thereof, located in the Northwest Quarter of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and being a strip of land 60.00 feet in width described as follows:

Commencing at the North Quarter Corner of said Section 9, thence South 89°47'19" West 594.06 feet along the northerly line of said Section 9 and the southerly line of the Cedar Crest Subdivision to the True Point of Beginning; thence South 34°30'14" East 345.26 feet to northwesterly right-of-way line of Summit Business Park Drive, 60.00 wide, and the beginning of a curve

concave northerly having a radius of 270.00 feet; thence Westerly 28.65 feet along said right-of-way South 75°12'23" East 34.59 feet; thence North 34°30'14" West 366.30 feet to said northerly line of Section 9; thence North 89°47'19" East 72.62 feet along said northerly line to the True Point of Beginning. (0.47 Acres)

Assessor Parcel No: CT-301-C-1

(referred to herein as the "Burdened Property").

B. Grantee is the owner of certain real property located in Summit County, State of Utah, more particularly described as follows:

A tract of land located in the North Half of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North 88°46'24" West between the North 1/4 Corner and the Northwest Corner of said Section 9, described as follows:

Beginning at a point North 88°46'24" West 115.88 feet along the section line and South 281.64 feet from the North 1/4 Corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence South 35°52'03" East 459.17 feet; thence South 22°38'17" West 749.34 feet; thence North 80°01'15" West 509.72 feet; thence North 43°18'10" West 107.24 feet; thence North 46°13'58" East 27.14 feet; thence North 23°23'48" East 21.52 feet; thence North 29°37'10" East 19.71 feet; thence North 63°34'07" West 68.88 feet along the northerly line of a road being 30 feet perpendicular from the centerline of said road; thence North 29°53'53" East 393.39 feet; thence North 26°50'37" East 304.74 feet; thence North 48°21'53" East 104.78 feet; thence North 58°08'44" East 243.41 feet to the point of beginning.

Assessor Parcel No: CT-301-B

(referred to herein as the "Benefited Property").

C. The Benefited Property is adjacent to the Burdened Property.

D. The Parties desire to enter into this Agreement to provide an easement for vehicular and pedestrian surface access for ingress and egress to and from the Benefited Property over and across a portion of the Burdened Property, along with an easement for installation and maintenance of utilities, including, without limitation, water, sewer, gas, electrical, and telecom, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Easement. Grantor hereby CONVEYS and GRANTS to Grantee an easement for vehicular and pedestrian surface access for ingress and egress over, across, and along a strip of land one hundred (100) feet in width, more particularly described as follows:

A 100-foot wide right of way and easement being 50 feet each side of the following described centerline:

Beginning at a point North 88°46'24" West 450.52 feet along section line and South 281.64 feet and South 58°08'44" West 109.84 feet from the North 1/4 Corner of Section 9, T2N, R5E, S1B&M; and running thence North 36°29'53" West 103.12 feet to the easterly line of N. Industrial Park Road a Coalville City Street.

(hereinafter the "Easement").

2. Roadway. Grantee is entitled, at Grantee's sole expense, to construct a road (of pavement or other material) and otherwise make improvements to the Easement for purposes of ingress and egress to the Benefited Property from N. Industrial Park Road, provided that Grantee shall not enter upon or cause damage to any other portion of the Burdened Property.

3. Utilities. Grantee is entitled to install, at Grantee's sole expense, underground utilities within the Easement, including, without limitation, water, sewer, gas, electrical and telecom, for the purpose of providing such services to the Benefited Property.

4. Non-Exclusive. The Easement is non-exclusive, and Grantor may continue to use the Easement.

5. Maintenance. If a road is constructed over and along the Easement, either Grantor or Grantee may, but shall have no obligation to, maintain such road, including, without limitation removal of snow from the road, repairing holes in the road, and repairing damage caused by natural events and normal wear and tear, provided, however, that Grantee shall not enter upon or cause damage to any other portion of the Burdened Property in connection with such maintenance. If an underground water line is installed within the Easement, Grantee may, from time to time, maintain and repair such water line as necessary to keep such water line in good, working order. If underground utilities are installed within the Easement, Grantee may, from time to time, maintain and repair such utilities as necessary to keep the same in working order.

6. Term. The Easement granted in this Agreement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of all of the Parties or their respective successors in title, or (b) the written and recorded abandonment by the party or parties benefitting from the Easement granted herein. Upon any such termination, the respective Easement shall automatically revert to Grantor, or their successors in title.

7. Indemnity. Grantee shall indemnify, defend, and hold harmless Grantor, and each of them, from: (a) all claims arising from use of the Easement and cause by the negligence or fault of Grantee (and anyone claiming by, through, or under Grantee), and (b) all claims for mechanics' or materialmen's liens arising from work on any portion of the Easement performed in whole or in part by, or at the request of, Grantee.

8. Character and Succession. The Easement shall be appurtenant to and shall benefit the Benefited Property and may not be transferred, assigned, or encumbered except as an appurtenance thereto. The Easement shall: (a) bind every person having any fee, leasehold, or other interest in any portion of the Easement at any time or from time to time; (b) inure to the benefit and burden of each owner of the Burdened Property and the Benefited Property from time to time and any party claiming by, through, or under such owners; and (c) be binding upon the parties hereto, their respective successors and assigns, and their respective tenants and subtenants. References herein to Grantor and to Grantee shall refer to the Parties described as such above and any successor to that party that owns fee simple title to property involved, or any portion thereof. The term "successor," "successors," "successors in interest," or "successor in title" shall include all successive partial title holders.

9. Attorneys' Fees. In the event any action is instituted between the Parties concerning the Agreement or the enforcement or interpretation of rights or obligations under the easements created herein, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates indicated below, to be effective as of the date first shown above.

GRANTOR:

COALVILLE BOND HOLDINGS LLC

Date: 10/5/22

By: [Signature] (sign)

Dolby Rollins (print)

Manager (title)

GRANTEE:

FLARE CONSTRUCTION, LLC

Date: 10/11/22

By: [Signature] (sign)

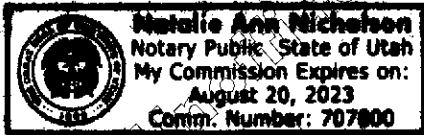
HAOWEI YANG (print)

TREASURER (title)

[Notary acknowledgements appear on the following page.]

STATE OF Utah)
)
) : ss.
COUNTY OF Salt Lake)

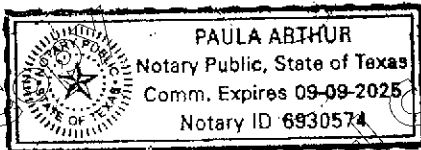
The foregoing instrument was acknowledged before me this 5th day of October, 2022 by Calvin D. Rollins as manager of COAEVILLE BOND HOLDINGS LLC.



Natalie Ann Nicholson
Notary Public

STATE OF Texas)
)
) : ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 1th day of October, 2022 by Harwei Yang as Treasurer of FLARE CONSTRUCTION, LLC.



Paula Arthur
Notary Public