

When recorded, return to:
Andrew B. Sellers
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, Utah 84111

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3/30/2016 3:28:00 PM \$25.00
Book - 10416 Pg - 4885-4892
Gary W. Ott
Recorder, Salt Lake County, UT
FABIAN & CLENDENIN
BY: eCASH, DEPUTY - EF 8 P.

Parcel No. 26-11-151-004-0000
Parcel No. 26-11-151-005-0000

AGREEMENT AND GRANT OF ACCESS EASEMENT

This **AGREEMENT AND GRANT OF ACCESS EASEMENT** (the "Agreement") is made and entered into as of the 29th day of March, 2016, by WADSWORTH BINGHAM, LLC, a Utah limited liability company (the "Grantor") and ACJ PROPERTY, LLC, a Utah limited liability company (the "Grantee").

RECITALS:

A. This instrument affects Lots No. 31B and 31A of the Bingham Business Park Phase 1 located in the northwest quarter of Section 11 Township 3 South, Range 2 West Salt Lake Base and Meridian (together the "Lots" or separately, "Lot 31B" and "Lot 31A") which are more particularly described on Exhibit A attached hereto and incorporated by this reference.

B. Grantor owns the real property Lot 31A and has constructed a driveway to access the public road named Prosperity Road. Grantor desires that the driveway be for the common use of the owners of the Lots, their successor and assigns for access purposes such that Grantee has the access easement as described herein.

C. Grantee owns the real property Lot 31B.

D. The driveway consists of a paved area in the northeast corner of Lot 31A consisting of a two lane driveway and streetscape approximately 40 feet wide by some 130 feet with access points from Lot 31A to Prosperity Road and from Lot 31A to Lot 31B (the "Driveway"), as depicted on the Amended Lot 31 Bingham Business Park Phase 1 plat map on file and recorded with the County Recorder's Office of Salt Lake County, Utah attached as Exhibit B and incorporated by this reference.

NOW, THEREFORE, the Grantor and Grantee, intending that the Lots shall hereafter be held and conveyed subject to this Agreement, and that the same are hereby declared to be binding upon the Lots and their owners, successors and assigns, hereby declares as follows:

1. Agreement of Easement. Grantor hereby GRANTS AND CONVEYS to Grantee, for the sum of Ten Dollars and other good and valuable consideration, for the benefit of Lot 31B only, a non-exclusive, perpetual easement for the purposes of pedestrian and vehicular

ingress and egress to or from Prosperity Road on and through the paved portions of the Driveway, TO HAVE AND TO HOLD unto Grantee, and its successors and assigns, until the termination of the Easement by Grantor and Grantee.

2. Maintenance; Indemnification.

A. Grantor and Grantee shall jointly be responsible to ensure the Driveway is maintained in a level, smooth and evenly covered condition with the type of surfacing material or landscaping originally installed or such substitute as shall in all respects be equal in quality, use and durability, provided, Grantor shall be primarily responsible for coordinating and effecting the physical maintenance of the Driveway. The cost of materials and labor to maintain the Driveway shall be split equally between Grantor and Grantee. The Grantor and Grantee shall confer prior to incurring maintenance expenditures that in aggregate are expected to exceed \$2,500 in any 12-month period. Following maintenance costs actually incurred by Grantor in performing hereunder, Grantor shall send an invoice to Grantee that includes a breakdown and description of maintenance costs. Grantee must pay its 50% share of such costs within thirty (30) days after receipt of invoice. If Grantee fails to reimburse the Grantor within such thirty (30) day period, the Grantor may, at its discretion, place a lien for unpaid costs, which shall bear interest at an annual rate of fifteen percent (15%), upon the title to the Parcel of the Grantee by recording a lien claim and notice.

B. If Grantor fails to carry out its obligations with respect to the maintenance of the Driveway (the "Defaulting Owner"), and such failure shall continue for a period of thirty (30) days after written notice thereof, the other owner (the "Non-Defaulting Owner") may maintain and repair the Driveway and invoice the Defaulting Owner for the Defaulting Owner's share of such costs. The Defaulting Owner shall reimburse the Non-Defaulting Owner for such costs within thirty (30) days from the date of the invoice. If the Defaulting Owner fails to reimburse the Non-Defaulting Owner within such thirty (30) day period, the Non-Defaulting Owner may, at its discretion, place a lien for unpaid costs, which shall bear interest at an annual rate of fifteen percent (15%), upon the title to the Parcel of the Defaulting Owner by recording a lien claim and notice.

C. Grantee shall hold harmless and indemnify Grantor from and against any and all losses, claims, injuries, demands, judgments, or liabilities of any nature arising from, caused by, or related to, in whole or in part, Grantee or its respective employees, agents, representatives, or invitees use or misuse of the Driveway.

3. Run with Land. All of the provisions in this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no third party shall have any rights or obligations by reason of, and shall not be deemed to be a beneficiary of or party to, this Agreement.

4. Amendment. This Agreement and every covenant, restriction or undertaking herein shall not be amended, modified, revoked, rescinded or terminated except by mutual written consent or agreement of all owners of all of the Lots. Any such agreement of the owners shall be duly recorded in the office of the County Recorder of Salt Lake County, Utah.

5. Duration. This Agreement shall be for a term commencing on the date hereof and continuing perpetually. The easements hereby created shall run with the land and shall be binding upon all parties having or acquiring any right or title in the Lots or any part thereof, shall inure to

the benefit of each owner thereof, and are imposed upon Lot 31A as a servient estate in favor the dominant estate of Lot 31B, subject to the restrictions, terms, and covenants set forth herein.

6. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Lot 31A to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the private purposes expressed herein.

7. Miscellaneous.

A. The current and subsequent owners of any of the Lots do not by this Agreement in any way or for any purpose become partners or joint venturers of the owner of any other Lot in the conduct of their respective businesses or otherwise.

B. Failure of any owner of any Lot to insist on the strict performance of any provision of this instrument to exercise any right granted hereunder shall not be construed as a waiver for the future of any such right or provision, and no right or provision of this instrument shall be deemed to have been waived unless such waiver is in writing and is signed by the owner of the affected Lot.

C. Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Grantor and each successor owner may designate the party entitled to exercise any or all of the discretions and powers set forth for its benefit herein.

D. This instrument shall be construed in accordance with the laws of the State of Utah.

E. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or enforceable by a court of competent jurisdiction, the validity and enforceability of all other provisions of this Agreement shall not be affected.

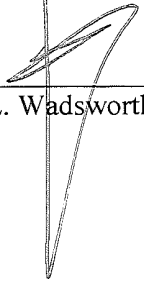
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this grant on the date first set forth above.

GRANTOR:

WADSWORTH BINGHAM, LLC
a Utah limited liability company

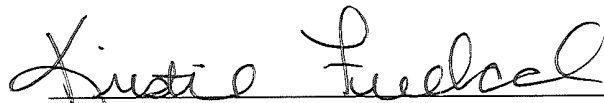
By: Wadsworth & Sons II, LLC
Its: Manager

By: 
Kip L. Wadsworth, Executive Manager

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

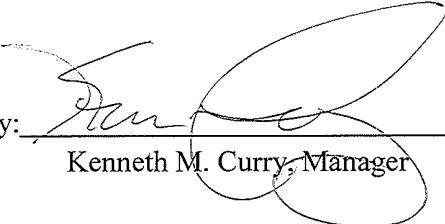
On this 29 day of March, 2016, personally appeared before me Kip Wadsworth, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Executive Manager of Wadsworth & Sons II, LLC, a Utah limited liability company, the Manager of Wadsworth Bingham, LLC (the "Company"), and that said document was signed by him in behalf of the Company, and said Kip Wadsworth acknowledged to me that the Company executed the same.




NOTARY PUBLIC

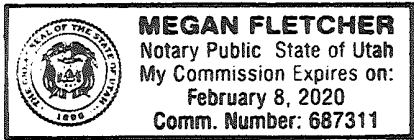
GRANTEE:

ACJ PROPERTY, LLC

By: 
Kenneth M. Curry, Manager

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

On this 25th day of March, 2016, personally appeared before me Megan Fletcher, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager or authorized officer of ACJ Property, LLC (the "Company"), and that said document was signed by him in behalf of the Company, and said Kenneth M. Curry acknowledged to me that the Company executed the same.



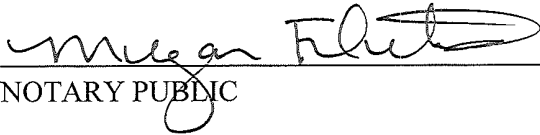

NOTARY PUBLIC

EXHIBIT A

Description of Lot 31B

LOT 31B, BINGHAM BUSINESS PARK PHASE 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel No. 26-11-151-004-0000

Description of Lot 31A

LOT 31A, BINGHAM BUSINESS PARK PHASE 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

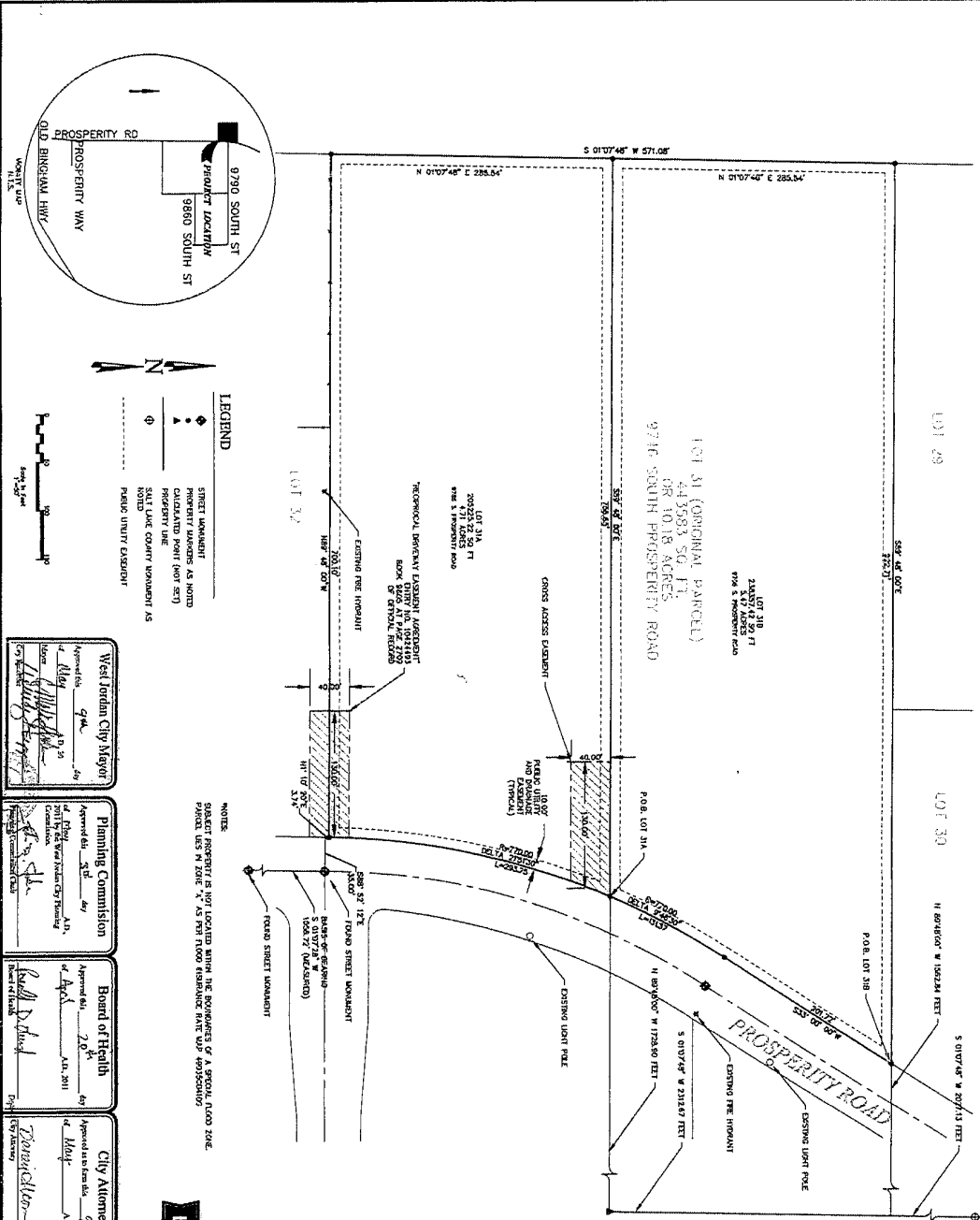
Parcel No. 26-11-151-005-0000

EXHIBIT B

Plat Map

(attached)

AMENDED LOT 31 BINGHAM BUSINESS PARK PHASE I
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 11
 TOWNSHIP 3 SOUTH RANGE 2 WEST SALT LAKE BASE AND MERIDIAN



LEGEND

- ◆ STREET LAYOUT
- ▲ PROPERTY BOUNDARIES AS NOTED
- CALCULATED POINT (NOT SET)
- PROPERTY LINE
- SALT LAKE COUNTY UPRIGHT AS NOTED
- PUBLIC UTILITY EASEMENT

West Jordan City Mayor
 Approved this 9th day of May, 2011
 [Signature]

Planning Commission
 Approved this 23rd day of May, 2011
 [Signature]

Board of Health
 Approved this 26th day of May, 2011
 [Signature]

City Attorney
 Approved this 9th day of May, 2011
 [Signature]

City Engineer
 I hereby certify that this plan has been prepared by the City Engineer and that it conforms to the provisions of the Utah Subdivision Map Act and the Utah Uniform Subdivision Map Act.
 Approved this 5th day of May, 2011
 [Signature]

Recorded at 118111
 State of Utah, County of Salt Lake, recorded and filed in the office of the County Clerk on this 22nd day of May, 2011.
 [Signature]

Public Utilities Approval
 [Signatures and stamps]

NOTES
 SUBJECT PROPERTY IS NOT LOCATED WITHIN THE BOUNDARIES OF A SPECIAL FLOOD ZONE.
 PHOTODUPLICATIONS IN ZONE "X" AS PER FLOOD RESISTANCE RATE MAP 493330310S.

LEGEND

UTAH STATE ARCHITECTS BOARD
 No. 12345
 [Signature]

ACKNOWLEDGMENT
 I, the undersigned, being the owner of the above described premises, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the County Clerk of Salt Lake County, Utah, on this 22nd day of May, 2011.
 [Signature]

ACKNOWLEDGMENT
 I, the undersigned, being the owner of the above described premises, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the County Clerk of Salt Lake County, Utah, on this 22nd day of May, 2011.
 [Signature]

SURVEYOR'S CERTIFICATE
 I, the undersigned, being a Professional Land Surveyor and being duly qualified, have surveyed the above described premises in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. I have compared a survey of the point of beginning with the original survey and have found that the same is correct and that the same is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors. I have also compared the same with the original survey and have found that the same is correct and that the same is in accordance with the laws of the State of Utah and the rules and regulations of the Board of Professional Land Surveyors.
 Witness my hand and the seal of my office at Salt Lake City, Utah, this 22nd day of May, 2011.
 [Signature]

RECORD
 [Stamp]