

When Recorded Mail To:
JNT Investments, LLC
374 W 500 S
Orem, Utah 84058

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09/09/2016 11:30 AM \$35.00
Book - 10474 Pg - 3784-3794
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROBINSON SEILER & ANDERSON
2500 N UNIVERSITY AVE
PROVO, UT 84604
BY: MSA, DEPUTY - MA 11 P.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereafter "Agreement") is made as of the 2nd day of September, 2016, by JNT Investments, LLC, a Utah limited liability company ("JNT"), and Wayne G. Jones ("Jones") (sometimes individually referred to herein as "party" and collectively as "parties").

RECITALS

- A. JNT is the owner of certain real property located in Salt Lake County, State of Utah, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("Property A").
- B. Jones is the owner of certain real property located in Salt Lake County, State of Utah, and more particularly described in **Exhibit B** attached hereto and incorporated herein by reference ("Property B").
- C. Property A is adjacent to Property B.
- D. Jones desires to grant to JNT a perpetual, non-exclusive easement over a certain portion of Property B, as more particularly described and detailed in **Exhibit C**, attached hereto and incorporated by this reference, for purposes ingress and egress to Property A, all in accordance with the terms and conditions set forth herein ("Easement Area").

NOW, THEREFORE, in consideration of the easements and other rights being granted by the parties to the other herein, the recitals set forth herein above, and other good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge, the parties hereby consent and agree as follows:

ARTICLE I **EASEMENTS, RIGHTS & PRIVILEGES**

1.01 Easement. Jones hereby grants, conveys, and transfers to JNT (and its Permitted Users) for the benefit of Property A, a perpetual, non-exclusive right, privilege, and easement to use the Easement Area for the purpose of pedestrian and vehicular passage, on, over, and across the Easement Area for ingress to and egress from Property A, subject to the restrictions upon use specified herein. For the purpose of this Agreement, "Permitted Users" shall mean JNT and its respective officers, directors, employees, consultants, agents, students, guests, and invitees.

1.02 License to Use Property B for Parking. Jones hereby grants to JNT a license to use Property B for parking by JNT, its officers, employees, and invitees as mutually agreed upon by the parties from time to time in writing.

ARTICLE II MAINTENANCE

2.01 Construction and Maintenance Responsibilities.

(a) JNT shall be responsible for construction of the improvements in the Easement Area in conformity with **Exhibit D**, which are the final engineering plans, attached hereto and made a part hereof (the "Improvements"). JNT shall be responsible to remove the trees along the property line between Property A and B. JNT shall cut fence to maximum of 4' to provide a barrier between Property A and B.

(b) Subsequent to the construction of the Improvements, the cost and expenses of the maintenance and repair of the surface of all roadway, and sidewalk, and other improvement shall be shared and borne equally by JNT and Jones. The removal of snow, debris, and waste materials, and the washing or sweeping of paved areas as reasonably shall also be shared and borne equally by JNT and Jones;

ARTICLE III MISCELLANEOUS

3.01 Covenants Running with the Land. The easements, rights, restrictions, covenants, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of each successive owner of any portion of either property unless otherwise stated herein.

3.02 Enforcement. Any party to this Agreement shall have the right to enforce each and every provision of this Agreement and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

3.03 Cumulative Remedies; Waiver. All remedies provided herein or at law or in equity shall be cumulative and non-exclusive. The failure of any party entitled under the provisions hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof.

3.04 No Joint Venture. Nothing contained in this Agreement shall be construed to make the owners of the real property partners or joint venturers or to render any owner liable for the debts or obligations of any other owner.

3.05 Third Parties. This Agreement is for the exclusive benefit of the Jones and JNT and the Permitted Users and not for any other persons. Nothing contained in this Agreement, express or implied, is intended to confer upon any person, other than Parties, any rights or remedies under or by this Agreement.

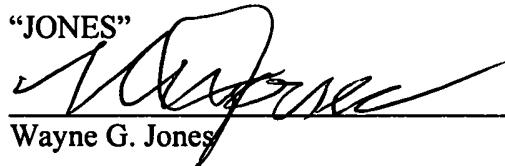
3.06 Severability. If any provision, or a portion thereof, of this Agreement, or the application thereof to any person, entity, or circumstances shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof to any other persons, entities, or circumstances shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or such inoperative portion had not been included; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

3.08 Notices. Any notice, request, demand, approval, or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to each party at the address given by such party to the other owners from time to time. Any party may, at any time, change his address for the above purposes by mailing a notice to the other party in the manner provided above.

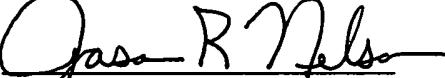
3.09 Headings. The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this agreement or any part thereof.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the first date written above.

“JONES”

Wayne G. Jones

“JNT”

JNT Investments, LLC

By: 
Printed Name: Jason R. Nelson
Its: Manager

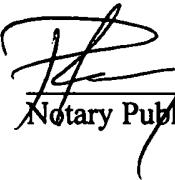
STATE OF UTAH

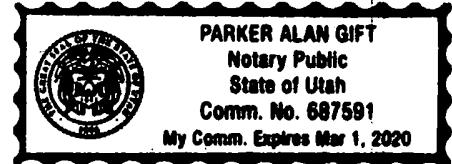
)

ss.

COUNTY OF UTAH)

On this 2 day of September, 2016, before me personally appeared Wayne G. Jones, who being by me duly sworn, acknowledged to me that he signed sign the foregoing instrument.


Notary Public



STATE OF UTAH)
ss.
COUNTY OF UTAH)

On this 2 day of September, 2016, before me personally appeared Jason R. Nelson, who being by me duly sworn, acknowledged to me that he is the Manager of JNT Investments, LLC, a Utah limited liability company, and that he signed and was duly authorized to sign the foregoing instrument.

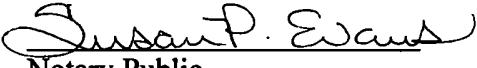

Notary Public



EXHIBIT A

Legal Description of JNT Property

PARCEL A (PARCEL NO. 21-25-427-048)

BEGINNING AT A POINT IN THE CEBNTER OF THE STATE ROAD (STATE STREET) 11.4 RODS, MORE OR LESS, EAST AND 10 RODS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 95 FEET; THENCE WEST 232.64 FEET TO A FENCE LINE; THENCE NORTH ALONG SAID FENCE LINE 21.60 FEET TO A FENCE CORNER; THENCE WEST ALONG A FENCE LINE 287.79 FEET TO A FENCE CORNER; THENCE NORTH $0^{\circ}13'20''$ EAST ALONG A FENCE 73.40 FEET; THENCE EAST 520.15 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION DEEDED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 3, 2011, AS ENTRY NO. 11144445, IN BOOK 9909 AT PAGE 2385 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STAT ROUTE 89 KNOWN AS PROJECT NO. S-0089(173)316, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST QUARTER SELECT QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 181.13 FEET (11.4 RODS BY RECORD) EAST AND 260.21 FEET (10.0 RODS BY RECORD) SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 30, SAID CORNER IS ALSO APPROXIMATELY 0.07 FEET PERPENDICULARLY DISTANCE EASTERLY FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 202+70.83 AND RUNNING THENCE ALONG SAID PARALLEL LINE THENCE; SOUTH $89^{\circ}58'26''$ WEST (WEST BY RECORD) 49.58 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE 49.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE; THENCE NORTH $00^{\circ}50'51''$ EAST 89.93 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 203+60.00; THENCE NORTH $00^{\circ}25'32''$ WEST 4.99 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT WHICH POINT IS 49.61 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE; THENCE EAST 49.65 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE NORTHEAST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH $00^{\circ}49'30''$ WEST 94.90 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAO OF SAID PROJECT ON FILE IN THE OFFICE

OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE
DESCRIBED PARCEL OF LAND CONTAINS 4,703 SQUARE FEET OF WHICH
4366 SQUARE FEET ARE NOW OCCUPIED BY THE EXISTING STATE ROUTE 89
BALANCE IS 337 SQUARE FEET OR 0.010 ACRE IN AREA, MORE OR LESS.

(NOTE: ROTATE ALL BEARING IN THE ABOVE DESCRIBED 00°00'00"
CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

EXHIBIT B
Legal Description of Jones Property

PARCEL B (WAYNE G. JONES PARCEL)(PARCEL NO. 21-25-427-044)

PARCEL 1: 21-25-427-044 AND PART OF 21-25-427-041

BEGINNING 125 FEET SOUTH FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; THENCE WEST 521.4 FEET; THENCE SOUTH 40 FEET; THENCE EAST 709.5 FEET; THENCE NORTH 50 FEET; THENCE WEST 188 FEET; THENCE SOUTH 10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1 THAT PORTION LYING WITH THE BOUNDARIES OF PARCEL 4 AS DESCRIBED HEREIN.

ALSO LESS AND EXCEPTING THEREFROM:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 89 KNOWN IS PROJECT NO. S-0089(173)136, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NW ¼ SW ¼ OF SECTION 30, T. 2S. R. 1 E., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 75.50 FEET (4.5 RODS BY RECORD) SOUTH AND 184.21 FEET (11.4 RODS BY RECORD) EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 30, SAID CORNER IS ALSO APPROXIMATELY 0.00 FEET PERPENDICULARLY DISTANCE FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE ENGINEER STATION 204+54.50; AND RUNNING THENCE S. 00°29'53" W. (SOUTH BY RECORD) 88.78 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE SOUTHEAST CORNER OF SAID ENTIRE TRACT; THENCE S.89°40'23"W. (WEST BY RECORD) 49.65 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N.00°45'09"W. 85.03 FEET TO A LINE PARALLEL WITH AND 51.50 FEET PERPENDICULARLY DISTANCE WESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 204+50.00; THENCE N00°31'14"E. 4.03 FEET ALONG SAID PARALLEL LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 51.50 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF UTAH DEPARTMENT OF TRANSPORTATION.

(SUBSEQUENT PARCELS WITHIN THIS DOCUMENT ARE NOT WITHIN THE BOUNDS OF THE AREA REQUESTED TO SURVEY, AND THEREFORE, ARE NOT SHOWN WITHIN THIS TEXT.)

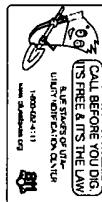
PARCEL 4 DESCRIBED AS FOLLOWS:

BEGINNING 91.00 FEET SOUTH AND 424.80 FEET WEST FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 149.00 FEET; THENCE WEST 90.00 FEET; THENCE NORTH 149.00 FEET; THENCE EAST 90.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
Legal Description of Easement Area

PROPOSED DESCRIPTION OF A 32.00-FOOT-WIDE EASEMENT FOR INGRESS AND EGRESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS ON THE WEST RIGHT-OF-WAY LINE OF STATE STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT ALSO BEING SOUTH 89°20'02" EAST 184.89 FEET TO THE WITNESS CORNER TO THE WEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND SOUTH 00°51'15" WEST 165.15 FEET AND NORTH 89°44'15" WEST 49.57 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 89°44'15" WEST 158.97 FEET; THENCE NORTH 00°15'45" EAST 32.00 FEET; THENCE SOUTH 89°44'15" EAST 158.59 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00°25'14" EAST 47.94 FEET; THENCE SOUTH 00°24'36" EAST 2.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT D
Description of Improvements on Easement Area



SITE PLAN CSP-01 3 OF 8	MAPS INDEX 7440 S STATE STREET MIDVALE, UTAH
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The logo for Benchmark Civil features the word "BENCHMARK" in a bold, sans-serif font, with "CIVIL" in a smaller font below it. The "I" in "BENCHMARK" is replaced by a stylized anchor icon.

**BENCHMARK
ENGINEERING &
LAND SURVEYING**
8130 SOUTH STATE STREET SUITE # 100

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

DATE	DESCRIPTION
08/22/14	REVISED PER DRAFTER & CONTRACTOR COMMENTS
08/23/14	REVISED PER CONTRACTOR COMMENTS
08/26/14	REVISED PER CLIENT COMMENTS

BK 10474 PG 3794