

14025742 B: 11377 P: 5415 Total Pages: 13  
10/05/2022 04:01 PM By: salvarado Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: PROSPECT TITLE INSURANCE  
2100 WEST PLEASANT GROVE BLVD PLEASANT GROVE, UT 84062

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

McDonald Fielding, PLLC  
Attn: Kyle Fielding  
321 N Mall Dr. Suite K101  
St. George UT 84790

Tax Parcel Nos. 14264760440000, 14264760450000, 14264760130000

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of the date signed by Grantor below (the “**Effective Date**”), by and between AA Alpine Self Storage – West Valley City, LLC, a Utah limited liability company aka AA Alpine Storage – West Valley City, LLC, a Utah limited liability company (“**Grantor**”), and (i) Ford Real Estate, P.C., a Utah professional corporation, (ii) Daranda Properties LLC, a Utah limited liability company, , and (iii) Sweetest Ever Real Estate, LLC, a Utah limited liability company (collectively, “**Grantee**”). Grantor and Grantee are individually referred to herein as “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A. Grantor is the owner of that certain real property located in Salt Lake County, Utah, more particularly described on attached Exhibit “A” (the “**Grantor’s Property**”).
- B. Grantee is the owner of that certain real property located in Salt Lake County, Utah, more particularly described on attached Exhibit “B” (the “**Grantee’s Property**”).
- C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a perpetual, non-exclusive appurtenant access and utility easement across certain portions of the Grantor’s Property, subject to the terms and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, covenants, agreements and restrictions in this Agreement, the Parties hereby agree as follows:

1. Grant of Northern Access and Utilities Easement. Grantor hereby grants to Grantee, for the benefit of the Grantee's Property, a non-exclusive, appurtenant easement over and across that portion of Grantor's Property more particularly described and depicted in attached Exhibit "C" (the "**Northern Easement Area**") for vehicular and pedestrian access, and utilities, ingress to and egress to the Grantee's Property, by and for Grantee, and its respective successors, assigns, occupants, tenants, employees, agents, contractors, subcontractors and/or business licensees and invitees (collectively, "**Grantee's Permittees**"), such access to include, without limitation, construction access, ingress, and egress, on, over and across the Northern Easement Area and locating, installing, operating, repairing, replacing, maintaining, inspecting, and using underground utilities, including, without limitation, sanitary sewer lines and facilities, drain lines and facilities, culinary and secondary water lines and facilities, storm water drains and facilities, electrical and other power lines and facilities, natural gas lines and facilities, telephone, data and other communication lines and facilities, cable television lines and facilities, and the necessary accessories and appurtenances used in connection therewith (collectively "**Utilities**") on, in, and under the Northern Easement Area ("**Northern Easement**"). A visual depiction of the Northern Easement Area, solely for informational reference purposes, is attached hereto as Exhibit "D".
2. Grant of Southern Access and Utilities Easement. Grantor hereby grants to Grantee, for the benefit of the Grantee's Property, a non-exclusive, appurtenant easement over and across that portion of Grantor's Property more particularly described and depicted in attached Exhibit "E" (the "**Southern Easement Area**" and together with the Northern Easement Area, the "**Easement Areas**") for vehicular and pedestrian access, and utilities, ingress to and egress to the Grantee's Property, by and for Grantee, and its respective successors, assigns, occupants, tenants, employees, agents, contractors, subcontractors and/or business licensees and invitees (collectively, "**Grantee's Permittees**"), such access to include, without limitation, construction access, ingress, and egress, on, over and across the Southern Easement Area and locating, installing, operating, repairing, replacing, maintaining, inspecting, and using underground Utilities on, in, and under the Southern Easement Area. A visual depiction of the Southern Easement Area, solely for informational reference purposes, is attached hereto as Exhibit "F".
3. Easement Terms/Relocation. Each of the Easements is appurtenant to and run with the Grantee's Property and burdens the Grantor's Property. The Grantee and Grantee's Permittees shall have the right, in its sole and absolute discretion, to grant subeasements, license or other similar rights, through the respective Easement Areas to the providers of utility facilities and services, including a right of installation, maintenance, removal, and replacement as required or requested by such providers of utility facilities and services. Notwithstanding any of the foregoing, however, Grantor may reasonably relocate either of the Easement Areas from time to time as needed for Grantor's development and use of Grantor's Property, so long as the relocation does not materially diminish, temporarily or permanently, Grantee's ability to use the respective Easement Areas in the same manner as used historically up to the time of relocation or to the maximum extent permitted by this Agreement. Upon relocation of the Easement Area, Grantor must notify Grantee and

Grantor must cause to be recorded an amendment to this Agreement setting forth the new Easement Area, at the cost of Grantor.

4. Covenants. Grantee and Grantor shall not obstruct or block the use of the Easement Areas at any time in any way, except as may be reasonably necessary to prevent the accrual of any public rights in and to the Easement Areas by temporarily blocking the Easement Areas, and for construction, repair, maintenance and resurfacing of the Easement Areas, installation of Utilities, or in the case of an emergency. Neither Grantor or Grantee shall permit any mechanics' or materialmen's liens to be filed against any Easement Area as a result of Grantor's or Grantee's activities upon the Easement Area (notwithstanding the foregoing, with respect to Grantor, such liens as exist prior to the date of this Agreement may continue to exist). In the event any such lien is filed subsequent to the date of this Agreement, Grantor or Grantee may contest such lien so long as within ten (10) days after it receives notice of the lien, Grantor or Grantee provides a bond or other security as Grantor or Grantee may reasonably request, or otherwise removes such lien from the Easement Area pursuant to applicable law.
  
5. Notice. All notices required by this Agreement must be in writing and signed by the Party giving notice. Notices may be hand-delivered or given by email, facsimile transmittal, regular mail, or overnight courier directed to the email address, telecopier number, or address of Grantor set forth below and of Grantee set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if sent by email, when sent; if delivered by facsimile transmittal, upon telephone confirmation of receipt; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either Party may change the address or addresses to which future notices shall be sent by notice given in accordance with this Section. Any notice to Grantor or to Grantor shall be addressed as follows:

To Grantor: AA Alpine Self Storage – West Valley City, LLC  
74 E 500 S American Fork, UT 84003  
Email: [astorage@aol.com](mailto:astorage@aol.com)

To Grantee: Ford Real Estate, P.C.  
848 West 1350 South, Lehi, UT 84043  
Email: [Dan.Ford@colliers.com](mailto:Dan.Ford@colliers.com)

Daranda Properties LLC  
471 North 850 East, Orem, UT 84097  
Email: [Jason.Dodge@colliers.com](mailto:Jason.Dodge@colliers.com)

Sweetest Ever Real Estate, LLC  
526 West Meadow Crest Way  
Saratoga Springs, Utah 84045  
Email: [Scott.Aders@colliers.com](mailto:Scott.Aders@colliers.com)

6. Court Costs and Attorneys' Fees. In the event of any legal action or proceeding between the Parties, reasonable attorneys' fees and expenses of the substantially prevailing party in any such action or proceeding will be added to the judgment therein.
7. No Third-Party Beneficiaries. There is no intent by either Party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantee and Grantor expressly disclaim any such third-party benefit.
8. No Dedication. The Easements granted herein shall not be deemed to be a gift or dedication of any portion of the Grantor's Property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.
9. Counterparts; Incorporation. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Signatures hereon may be delivered by electronic mail or facsimile, and the delivery of such signatures shall be deemed originals for all purposes. The recitals set forth above and exhibits attached hereto are incorporated herein by this reference.
10. Governing Law; Venue. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah. Venue for any action, suit, or proceeding relating to this Agreement shall lie in the state and federal courts located in Salt Lake County, Utah.
11. No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.
12. Covenant Running with the Land. This Agreement shall be a covenant running with the land and shall be binding upon the Grantor's Property for the benefit of the Grantee's Property and each of their respective successors and assigns. The Easements and this Agreement shall remain in effect perpetually.
13. Amendment; Termination. This Agreement may not be amended, changed, or modified in any way except in a writing executed by Grantor and Grantee. Grantee may elect to terminate its use of the Easement Area and this Agreement at any time upon providing written notice to Grantor of the same.
14. Easement Area(s) Amendment. Each Party agrees that should the Grantor conduct its own survey with respect to the Easement Areas, which results in an Easement Area or Area(s) that is/are substantially different from the current Easement Area(s), the parties agree to

immediately amend and record a new Easement Agreement reflecting the revised Easement Area(s).

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

[End of Terms – Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

**GRANTOR**

AA Alpine Self Storage – West Valley City, LLC  
aka AA Alpine Storage – West Valley City, LLC

By: [Signature]  
Printed Name: Aaron Frazier  
Title: Manager

In the State of Utah, County of Utah, on October 5, 2022, personally appeared before me Aaron Frazier proved to me to be the person who executed this instrument in the capacity indicated, for and on behalf of AA Alpine Storage – West Valley City, LLC aka AA Alpine Storage – West Valley City, LLC.

[Signature]  
Notary Public  
[Seal]



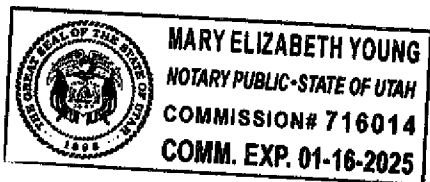
**GRANTEE**

Ford Real Estate, P.C.

By: [Signature]  
Name: Daniel G. Ford  
Title: Member and Authorized Signer

In the State of Utah, County of Utah, on October 5, 2022, personally appeared before me Daniel G Ford proved to me to be the person who executed this instrument in the capacity indicated, for and on behalf of Ford Real Estate, P.C.

[Signature]  
Notary Public



Daranda Properties LLC

By: [Signature]  
Name: Jason Dodge  
Title: Member and Authorized Signer

In the State of Utah, County of Utah, on October 5, 2022, personally appeared before me Jason Dodge proved to me to be the person who executed this instrument in the capacity indicated, for and on behalf of Daranda Properties LLC.

[Signature]  
Notary Public

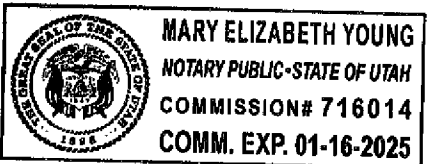


Sweetest Ever Real Estate, LLC

By: [Signature]  
Name: Scott Aders  
Title: Member and Authorized Signer

In the State of Utah, County of Utah, on October 5, 2022, personally appeared before me Scott Aders proved to me to be the person who executed this instrument in the capacity indicated, for and on behalf of Sweetest Ever Real Estate, LLC.

[Signature]  
Notary Public  
[Seal]



**EXHIBIT A**

Legal Description of the Grantor's Property

Lot 2 of the MOUNTAIN VIEW BUSINESS PLAZA according to the official plat thereof on file in the office the Recorder, Salt Lake County, Utah.

AND

Lot 3 of the MOUNTAIN VIEW BUSINESS PLAZA according to the official plat thereof on file in the office the Recorder, Salt Lake County, Utah.

AND

An undivided 42.34% interest in Lot 1 of the MOUNTAIN VIEW BUSINESS PLAZA



## EXHIBIT B

### Legal Description of Grantee's Property

Being a portion of the East half of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 00°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°58'47" West 237.00 feet along the North boundary lines of the parcels described in Quit Claim Deed recorded September 17, 1993 as Entry No. 5606854 in Book 6755 at Page 2179 and in Warranty Deed recorded May 29, 1975 as Entry No. 2712123 in Book 3873 at Page 107 to the East line of that parcel described in Warranty Deed recorded February 8, 1985 as Entry No. 4048708 in Book 5628 at Page 1490 of Salt Lake County records and following said East line North 00°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 00°09'50" East 983.60 feet to the point of beginning.

TOGETHER WITH a permanent, non-exclusive easement for ingress and egress for vehicular traffic across the following described two parcels a created by Cross Easement Agreement recorded July 29, 1983 as Entry No. 3824473 in Book 5478 at Page 2373 of official records:

AND

Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 00°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 60.00 feet; thence North 00°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 383.30 feet to the point of beginning.

AND

Beginning at a point which is North 00°09'50" West along the section line 1,286.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 600.00 feet; thence North 00°09'50" West 60.00 feet; thence North 89°59'10" East 600.00 feet; thence South 00°09'50" East 60.00 feet to the point of beginning.

AND

An undivided 24.17% interest in Lot 1 of the MOUNTAIN VIEW BUSINESS PLAZA

## EXHIBIT C

### Legal Description of the Northern Easement Area

Being a portion of land located in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, being more particularly described as the following:

COMMENCING from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, thence North 25° 45' 24" West 1498.18 feet to the POINT OF BEGINNING. Said point also being the southeast corner of Lot-1, of the Mountain View Business Plaza Subdivision, on file with Salt Lake County, Entry No. 13004124,

Thence the following 12 courses:

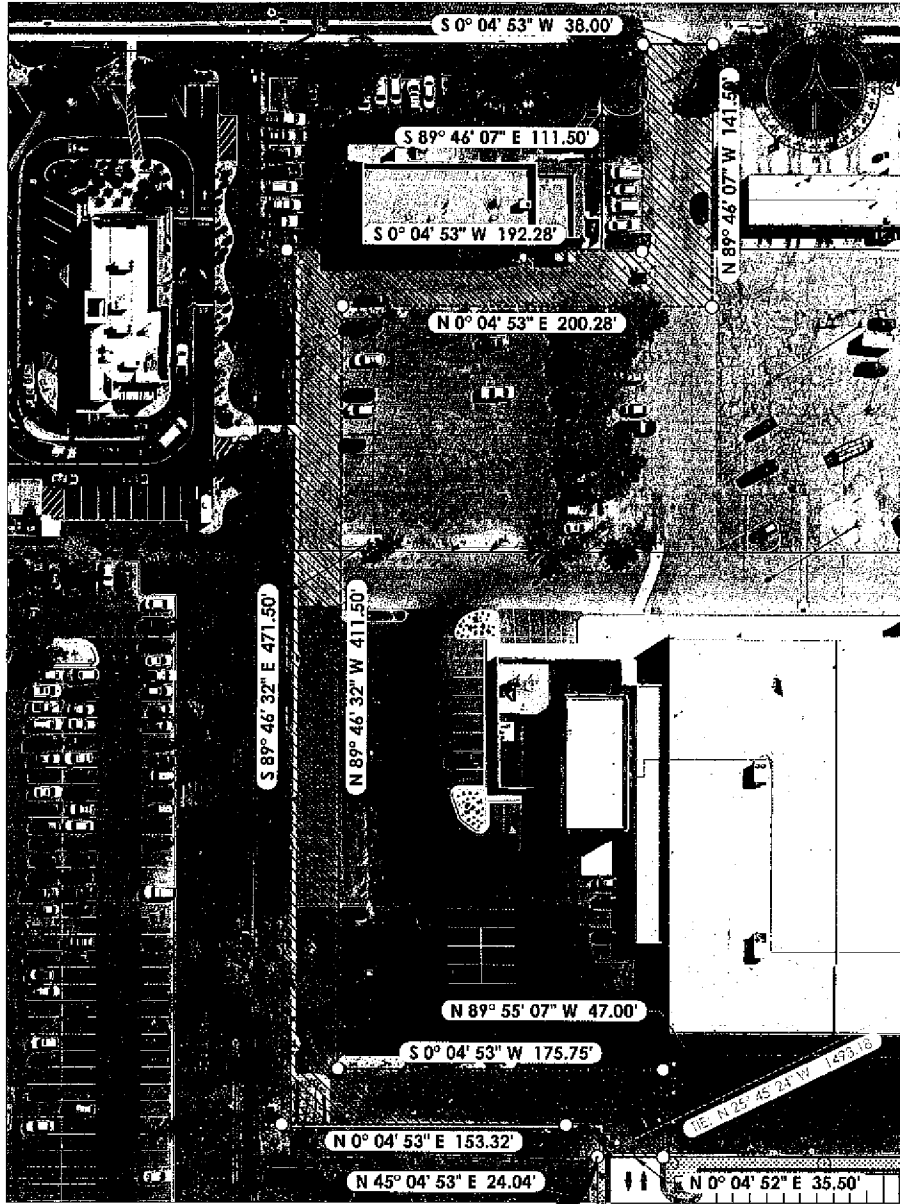
1. Thence North 45° 04' 53" East 24.04 feet
2. Thence North 0° 04' 53" East 153.32 feet
3. Thence South 89° 46' 32" East 471.50 feet
4. Thence South 0° 04' 53" West 192.28 feet
5. Thence South 89° 46' 07" East 111.50 feet
6. Thence South 0° 04' 53" West 38.00 feet
7. Thence North 89° 46' 07" West 141.50 feet
8. Thence North 0° 04' 53" East 200.28 feet
9. Thence North 89° 46' 32" West 411.50 feet
10. Thence South 0° 04' 53" West 175.75 feet
11. Thence North 89° 55' 07" West 47.00 feet
12. Thence North 0° 04' 52" East 35.50 feet To the POINT OF BEGINNING.

Contains 30,412 Square Feet (0.698 Acres) more or less

**NOTE: Bearings listed are derived from the State Plane Coordinate System, Utah Central, distances are true US Survey Foot distances on the ground.**

# EXHIBIT D

## Depiction of the Northern Easement Area



POB



## EXHIBIT E

### Legal Description of the Southern Easement Area

Being a portion of land located in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, being more particularly described as the following:

COMMENCING from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, thence North 60° 43' 35" West 747.94 feet to the POINT OF BEGINNING.

Thence the following 5 courses:

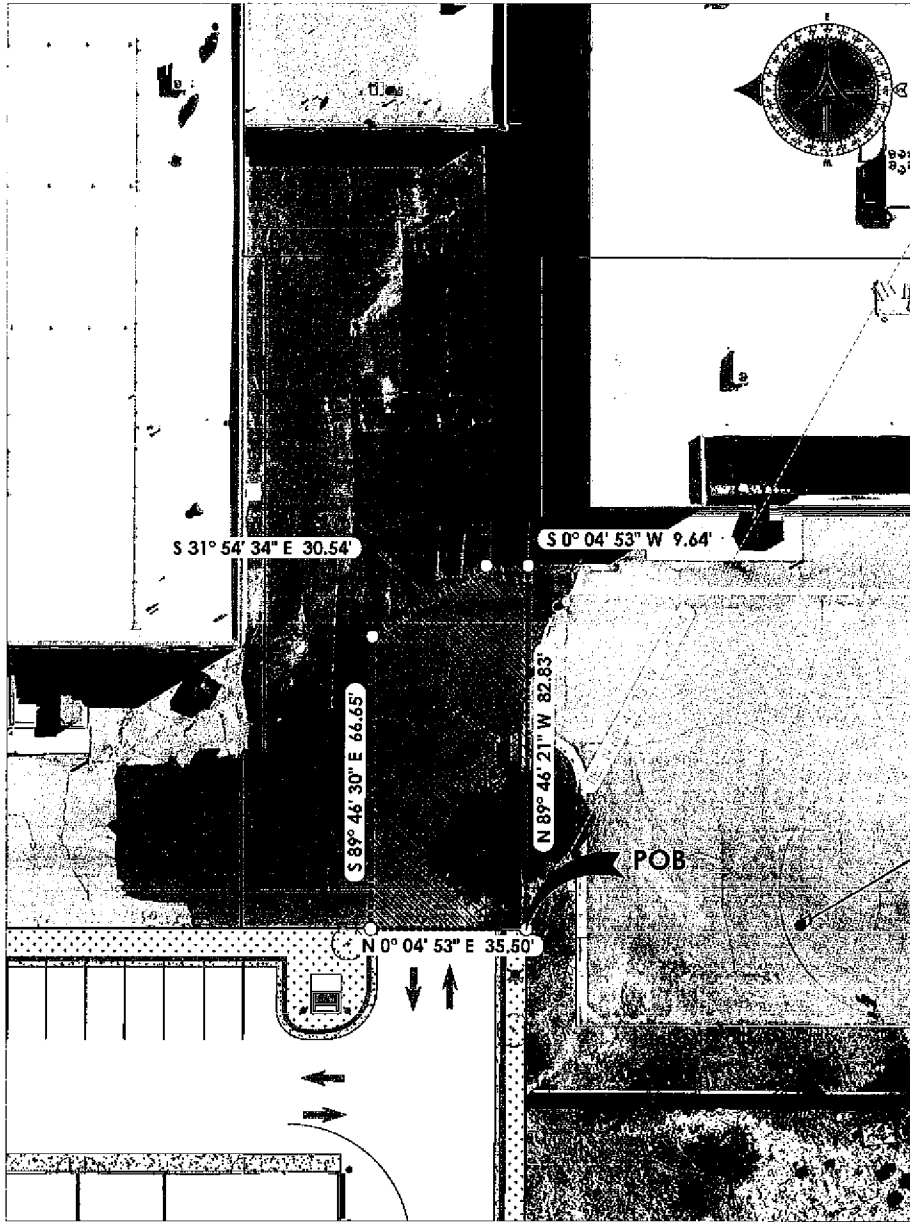
1. Thence North 0° 04' 53" East 35.50 feet
2. Thence South 89° 46' 30" East 66.65 feet
3. Thence South 31° 54' 34" East 30.54 feet
4. Thence South 0° 04' 53" West 9.64 feet
5. Thence North 89° 46' 21" West 82.83 feet to the POINT OF BEGINNING

Contains 2,731 Square Feet (0.063 Acres) more or less

***NOTE: Bearings listed are derived from the State Plane Coordinate System, Utah Central, distances are true US Survey Foot distances on the ground.***

EXHIBIT F

Depiction of the Southern Easement Area



S C  L E