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E# 2938633 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
28-Aug-18 03:21 PM FEE \$24.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
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When recorded return to:

5445 South Highland Drive
Salt Lake City, Utah 84117

19-016-0159
19-016-0160

EASEMENT GRANT

159004

Dee Reed Hansen, hereinafter referred to as "Grantor", and MHP #1, LLC, an Arizona Limited Liability Company, hereinafter referred to as "Grantee" enter into this agreement for the establishment of an Easement over and across a portion of the real property owned by "Grantor" for the benefit of "Grantee", according to the following statements, stipulations and conditions.

For the sum of Ten Dollars and other good and valuable consideration, the receipt of and sufficiency of which are acknowledged the "Grantor" grants, conveys, assigns and transfers to "Grantee" a perpetual and non-exclusive Easement over and across the real property described on Exhibit "A", hereinafter the "Burdened Property". The Easement Estate benefits the real property described on Exhibit "B", its owner, the tenants of the owner, the guests and invitees of the owner and its tenants. The purpose of the Easement Grant is to provide for the use of the Easement Estate for pedestrian and vehicular traffic, on, over and across the "Burdened Property" to gain access to the "Benefited Property".

The terms, conditions and stipulations of the Easement Grant are as follows:

- a. The area burdened by the Easement Grant is a paved roadway and will remain paved for the duration of the Easement Grant.
- b. The Easement Estate will not be altered or modified by the Grantor or the Grantee without the mutual agreement of the Grantor and the Grantee, with the exception of repairs required to maintain the integrity of the paved roadway, on, over or across the "Burdened Property".
- c. Grantor is responsible to maintain, repair and replace the paved road as required to mitigate damage to other property which abuts the "Burdened Property" unless the maintenance, repair or replacement of the paved road is due to the acts of the Grantee, its tenants, guests and invitees of the Grantee or its tenants. In such an event the Grantee is responsible for the repair or replacement of the paved road.
- d. The paved road will not be used to store materials thereon, to park bicycles, trucks, vans, cars or other vehicles used by the Grantor or the Grantee. The "Burdened Property" will remain open and subject to use by police, fire, utility or emergency personnel and equipment.
- e. The Easement Grant will terminate at such time that a dedicated public street has been installed and completed in accordance with the requirements of the State of Utah, which provides pedestrian and vehicular access to the "Benefited Property". Upon the dedication of such a street this Easement Grant will terminate and the Grantor will be entitled to remove the paved road at its discretion and at its option make other improvements to the "Burdened Property" for the benefit of the Grantor.

- f. Grantor acknowledges, understands and agrees, that the "Burdened Property" until such time that the dedicated street is installed, will be subject to and subordinate to the rights of Wells Fargo Bank, National Association as evidenced by a Deed of Trust recorded with the Weber County Recorder of the State of Utah as Entry Number 2468203 on April 19, 2010. At such time that the dedicated street is installed the rights of Wells Fargo Bank, National Association will terminate as to the "Burdened Property".
- g. This Easement Grant should not be considered and under no circumstance does the conveyance thereof create or imply that the Grantee has an equitable interest in the real property described on Exhibit "A", the "Burdened Property". The rights of the Grantee in and to the real property described on Exhibit "A" are limited to those defined and expressed herein.

In the event that any term, condition or stipulation made herein, should be invalid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

In the event that the Grantor or the Grantee should be deemed to be non-compliant with the terms and conditions expressed herein, it is understood and agreed that the party who is in compliance with the terms and conditions expressed herein, will be entitled to recover a reasonable attorneys fees and other costs expended to have the offending party be in compliance with the terms and conditions of this agreement.

As evidenced by the signatures of the same, the Grantor and Grantee, have reviewed the terms, conditions and stipulation of this Easement Grant and stipulate that they are in agreement with the terms, conditions and stipulations expressed herein.



Dee Reed Hansen
"Grantor"

8-17-10

Date

State of Utah
County of Weber

Handwritten signature
August

On this the 17th day of ~~July~~ 2018 personally appeared before me, Dee Reed Hansen, the signer of this document, who duly acknowledged to me that this document was executed by the same.

Handwritten signature

Notary Public



EXHIBIT "A"
(EASEMENT ESTATE DESCRIPTION)
(BURDENED PROPERTY)

EXHIBIT "A"

A part of the Southwest Quarter of Section 25, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah:

Beginning at a point on the North line of 2700 North Street, at a point of intersection with a paved road which runs in a North/South direction, said point being located 902.00 feet, more or less, South 89 Deg 18 Min 48 Sec West along the Section line and 59.83 feet North 0 Deg 33 Min 24 Sec East from the South Quarter corner of said Section 25, to a point on the East line of said paved road; thence North along the East line of said paved road a distance of 220.00 feet, more or less, to the South line of the real property owned by MHP #1, LLC, an Arizona Limited Liability Company; thence South 89 Deg 26 Min 36 Sec West 66.00 feet, along said South property line, more or less, to the West line of said paved road; thence South along the West line of said paved road a distance of 221.00 feet, more or less, to the North line of 2700 North Street; thence Easterly along the North line of 2700 North Street, 66.00 feet, more or less, to the East line of the paved road, being the point of beginning.

EXHIBIT "B"
LEGAL DESCRIPTION
(BENEFITED PROPERTY)

EXHIBIT "B"

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 89D19' WEST 3446.00 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 25 (SAID POINT ALSO BEING SOUTH 89D19' WEST 806.00 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; RUNNING THENCE SOUTH 89D19' WEST 493.37 FEET ALONG THE SECTION LINE TO THE EASTERLY LINE OF THE CENTRAL PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTH 19D01' WEST 1256.51 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 89D19' EAST 913.93 FEET TO A POINT WHICH BEARS NORTH 0D32' EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 0D32' WEST 1193.0 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTHERLY APPROXIMATELY 46 FEET THEREOF, LYING WITHIN THE COUNTY ROAD RIGHT OF WAY. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134 (2) 11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SE 1/4 SW 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 40.44 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 27+33.66, WHICH CORNER IS 806.00 FEET (BUT CALCULATES 815.73 FEET TO THE APPARENT POSSESSION LINE) SOUTH 89D19'00" WEST AND 45.26 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25, AND RUNNING THENCE SOUTH 89D19'00" WEST (BUT CALCULATES NORTH 89D49'55" WEST ALONG THE APPARENT POSSESSION LINE) 305.62 FEET ALONG THE SOUTHERLY BOUNDARY LINE IF SAID ENTIRE TRACT TO THE BEGINNING OF A NON-TANGENT CURVE AT A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTHEASTERLY 128.08 FEET ALONG THE ARC OF A 8143.82-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD BEARS NORTH 86D48'50" EAST FOR A DISTANCE OF 128.06 FEET) TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 44D01'08" EAST 41.88 FEET TO A POINT 83.75 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE THENCE NORTH 87D38'10" EAST 45.06 FEET TO A POINT 83.75 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 47D56'07" EAST 41.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AT A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTHEASTERLY 73.20 FEET ALONG THE ARC OF A 8143.82-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD BEARS NORTH 88D15'34" EAST FOR A DISTANCE OF 73.18 FEET) TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE THENCE SOUTH 0D32'00" WEST (BUT CALCULATES SOUTH 00D33'36" WEST ALONG THE APPARENT POSSESSION LINE) 14.57 FEET TO THE POINT OF BEGINNING. (E# 1965386) EXCEPTING THEREFROM: A PARCEL OF LAND ON FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134 (2) 11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTH 1/2 SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS BEGINNING IN A CURVE AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 52.25 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 22+18.49, WHICH POINT IS 1321.73 FEET SOUTH 89D06'53" WEST ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 25 AND 35.54 FEET NORTH 18D20'00" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25, AND RUNNING THENCE SOUTHWESTERLY 27.71 FEET ALONG THE ARC OF A 1943.10-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD BEARS SOUTH 83D06'46" WEST FOR A DISTANCE OF 27.71 FEET) TO A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 51.00 FEET

RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 18D26'09" WEST 4.13 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE BEGINNING OF A CURVE AT A POINT 55.00 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTHEASTERLY 27.91 FEET ALONG THE ARC OF A 8033.82- FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD BEARS NORTH 85D42'52" EAST FOR A DISTANCE OF 27.91 FEET) TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 20D12'05" EAST 2.86 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. LESS AND EXCEPTING: PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE WEST LINE OF PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1 ON THE NORTH LINE OF 2700 NORTH STREET AS IT EXISTS AT 55.00 FOOT HALF WIDTH LOCATED 816.18 FEET SOUTH 89D18'48" WEST ALONG THE SECTION LINE AND 59.83 FEET NORTH 0D33'24" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25; AND RUNNING THENCE ALONG SAID NORTH LINE OF 2700 NORTH STREET THE FOLLOWING TWO COURSES: WESTERLY ALONG THE ARC OF AN 8143.82 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 306.08 FEET (CENTER BEARS SOUTH 1D29'11" EAST, CENTRAL ANGLE EQUALS 2D09'12" AND LONG CHORD BEARS SOUTH 87D26'13" WEST 306.07 FEET); AND NORTH 89D50'06" WEST 203.83 FEET; THENCE NORTH 19D01'12" WEST 225.03 FEET; THENCE NORTH 69D40'56" EAST 136.10 FEET; THENCE SOUTH 89D26'36" EAST 188.35 FEET; THENCE SOUTH 0D33'24" WEST 42.37 FEET; THENCE SOUTH 89D26'36" EAST 116.83 FEET; THENCE NORTH 0D33'24" EAST 18.34 FEET; THENCE SOUTH 89D26'36" EAST 152.50 FEET TO THE WEST LINE OF SAID PARKLAND BUSINESS CENTER SUBDIVISION; THENCE SOUTH 0D33'24" WEST 218.44 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.