

MATT REYNOLDS  
123 W. 1850 N.  
CENTERVILLE, UT 84014

2992239  
BK 6672 PG 930

E 2992239 B 6672 P 930-941  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/29/2016 12:58:00 PM  
FEE \$45.00 Pgs: 12  
DEP eCASH REC'D FOR US TITLE COMPANY

TAX ID# 07-072-0113

**GRANT OF AND AGREEMENT REGARDING LIMITED EASEMENTS**

This *Agreement Regarding Limited Easements Appurtenant* (the "**Agreement**") is made and entered into as of the date of the last signature below, between Steven Charles Penrose and Kathryn May Penrose (45 W. 1850 N., Centerville, UT 84014), and each of them (collectively, "**Grantors**"), and William Scott Gillett and Connie Lynne Gillett (97 W. 1850 N., Centerville, UT 84014), Matthew Dee Reynolds and Holly Ann Reynolds (123 W. 1850 N., Centerville, UT 84014), Terry Grant Bleak and Jana Selene Bleak (149 W. 1850 N., Centerville, UT 84014), Kathryn Ann Goodfellow and Mary Louise Tullius (215 W. 1850 N., Centerville, UT 84014), and Ernest Paul Strong and Peggy Lee Smith Strong (241 W. 1850 N., Centerville, UT 84014), and each of them (collectively, "**Grantees**"), and also Kevin James Eggett and Ann Christine Eggett (1821 North Main, Centerville, Utah 84014), and each of them ("**Additional Grantees**"), and also Bradford J. Holbrook and Linda Holbrook Wright, trustees of the John L. Holbrook and Zina S. Holbrook Living Trust, of 3770 Summer Ridge Rd., Morgan, UT 84050 (the "**Trust Grantee**"). Grantors and Grantees (but not Additional Grantees and not Trust Grantee) are sometimes referred to hereinafter collectively as the "**Main Parties**" and may be singly referred to herein as a "**Main Party**".

WHEREAS, Steven Charles Penrose, Kathryn May Penrose, William Scott Gillett, Connie Lynne Gillett, Matthew Dee Reynolds, Holly Ann Reynolds, Terry Grant Bleak, Jana Selene Bleak, Kathryn Ann Goodfellow, Mary Louise Tullius, Ernest Paul Strong, Peggy Lee Smith Strong, and each of them, together are tenants in common owners of the following real property in Davis County, State of Utah, more particularly described as follows ("**Parcel A**"):

Beginning at the Southeast Corner of Lot 15, Smoot Homestead Estates Plat A, as recorded in the Davis County Recorder Office Entry #887432 and running thence North0°00'00"East 120.71 feet along the East line of said Lot 15 to the South line of France Estates Subdivision; thence South89°59'30"East 806.80 feet to the Southwest Corner of Lot 15 of France Estate Subdivision; thence South0°32'27"West 130.00 feet; thence South90°00'00"West 773.15 feet to the East end of 1800 North Street; thence North0°00'00"East 9.40 feet; thence South90°00'00"West 32.42 feet to the point of beginning, containing 2.399 acres.

WHEREAS, Steven Charles Penrose, Kathryn May Penrose, William Scott Gillett, Connie Lynne Gillett, Matthew Dee Reynolds, Holly Ann Reynolds, Terry Grant Bleak, Jana Selene Bleak, Kathryn Ann Goodfellow, Mary Louise Tullius, Ernest Paul Strong, Peggy Lee Smith Strong, and each of them, together are tenants in common owners of the following real property in Davis County, State of Utah, more particularly described as follows ("**Parcel A-South Strip**"):

Beginning at a point which is North0°00'00"East 40.6 feet along the East line of Smoot Homestead Estates, Plat A, from the Northeast Corner of Lot 16 of Smoot Homestead, Plat A, being part of the North Half of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah and running thence North90°00'00"East 804.58 feet; thence

South0°08'58"East 15.60 feet; thence South90°00'00"West 804.62 feet to the East line of said subdivision and the centerline of the East end of 1800 North Street; thence North0°00'00"East 15.60 feet along said line to the point of beginning, containing 0.2881 acres, or 12,552 square feet.

WHEREAS, Steven Charles Penrose and Kathryn May Penrose, and each of them, together are tenants in common owners also of the following real property in Davis County, State of Utah, more particularly described as follows (the "**Easement Property**"):

Beginning at a point which is South0°32'27"West 125.60 feet from the Southwest corner of Lot 15, France Estates Subdivision being part of the South Half of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah and running thence North90°00'00"East 137.18 feet to the West line of Highway 106 and a point on an 11,426.16-foot radius curve to the right; thence Southerly along the arc of said curve for a distance of 20.51 feet (central angle = 0°06'10", chord bearing and distance = South12°44'57"East 20.51 feet); thence South90°00'00"West 110.28 feet; thence North0°08'58"West 15.60 feet; thence South90°00'00"West 31.43 feet; thence North0°32'27"East 4.40 feet to the point of beginning, containing 2,249 square feet.

WHEREAS, the Main Parties each also separately own various parcels of real property located immediately adjacent to the North of Parcel A, located at and commonly known as their respective addresses noted in the opening paragraph of this Agreement, and more particularly described as Lots 16, 18, 19, 20, 22, and 23 of the France Estates Subdivision, recorded as Entry No. 863788 in the office and records of the Davis County Recorder (referred to hereinafter collectively as the "**Property to the North of Parcel A**").

WHEREAS, Parcel A and the Parcel A-South Strip each are located roughly to the West of the Easement Property;

WHEREAS, Main Street in Centerville, Utah is located to the East of the Easement Property;

WHEREAS, the Main Parties desire to establish a right-of-way and easement for ingress and egress to and from Parcel A, the Parcel A-South Strip, and the Property to the North of Parcel A, on the one end, and Main Street in Centerville, Utah, on the other end, and to establish and document the Main Parties' respective rights and obligations relating thereto;

WHEREAS, Additional Grantees own certain real property located immediately adjacent to the South of the Easement Property, located at and commonly known as 1821 North Main, Centerville, Utah 84104, and more particularly described as follows ("**Additional Grantees' Property**"):

Beginning at a point which is due North 25.00 feet and due East 804.58 feet from the Northeast Corner of Lot 16, Smoot Homestead Estates, Plat A, being part of the Northeast Quarter of Section 6, Township 2 North, Range 1 East and the South Half of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Centerville, Utah, Davis County, Utah, and running thence due East 109.00 feet to

the West line of State Road 106 and a point on the arc of a 11426.16-foot radius curve to the right; thence Southerly along the arc of said curve for a distance of 148.60 feet (central angle = 0°44'42", chord bearing and distance = South 11°50'13" East 148.60 feet); thence South 89°59'00" West 139.06 feet; thence North 0°09'57" West 145.48 feet to the point of beginning, containing 0.415 acres.

WHEREAS, all signatories hereto also desire to establish a right-of-way and easement on the Easement Property for Additional Grantees' Property, and to establish and document the rights and obligations relating thereto;

WHEREAS, Trust Grantee owns certain real property located immediately adjacent to the North of the Easement Property, located at and commonly known as 1851 North Main, Centerville, Utah 84014, and more particularly described as follows ("**Trust's Property**"):

Beginning at the Southwest Corner of Lot 15, France Estates subdivision being part of the South Half of Section 31, Township 3 North, Range 1 East Salt Lake Base and Meridian, Davis County, Utah and running thence South 89°59'30" East 106.72 feet along the South Line of said Lot 15 to the Southeast Corner of said lot and a point on the West line of State Road 106 and a point on an arc of a 11,426.16-foot radius curve to the right; thence Southerly along the arc of said curve for a distance of 128.95 feet, (central angle = 0°38'48", chord bearing and distance = South 13°07'26" East 128.95 feet); thence South 90°00'00" West 137.18 feet; thence North 0°32'27" East 125.60 feet to the point of beginning, containing 0.352 acres.

WHEREAS, all signatories hereto also desire to establish a right-of-way and easement on certain portions of the Easement Property for the Trust Property, and to establish and document the rights and obligations relating thereto;

**NOW THEREFORE**, for and in consideration of the mutual agreements, promises, and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and agreed-to, and with the intent of being legally bound hereby, each signatory hereto on its own behalf and for its respective heirs, successors, and assigns, as applicable, hereby agrees as follows:

#### **Terms and Provisions as Between Grantors and Grantees**

1. Grantors, and each of them, hereby grant to Grantees, and each of them, and to the respective heirs, successors, and assigns of each of the Grantees, a perpetual easement and right-of-way on, across, over, and through the Easement Property for the express, and expressly limited, purpose of ingress to and egress from Parcel A, the Parcel A-South Strip, and the Property to the North of Parcel A, on one end, and Main Street in Centerville, Utah, on the other end, for the Grantees, and each of them, and each of their respective guests and invitees.

2. The easement and right-of-way created and granted in and by this portion of this Agreement may be used only and exclusively for purposes of accessing and otherwise benefitting Parcel A, the Parcel A-South Strip, and the Property to the North of Parcel A

only, and for no other purpose or property whatsoever. This portion of this Agreement is specifically not intended to, and does not, define, create, or otherwise grant any rights or benefits of or to any person, entity, or property whatsoever other than the Main Parties hereto, Parcel A, the Parcel A-South Strip, and Property to the North of Parcel A.

3. No Main Party may in any way assign or otherwise transfer any interest whatsoever in or under this Agreement to any other person or entity whatsoever without the prior express written, signed, and recorded unanimous consent of all other then-present Main Parties/successors to this Agreement, and also of the Additional Grantees or the certain limited class of successors of them as are specified in paragraph 11 below. Any attempted assignment or transfer in violation of this paragraph shall be wholly and completely null and void *ab initio*, and shall not vest the purported assignee or transferee with any rights or interests whatsoever.

4. All Main Parties and all successors of all Main Parties shall share and pay on an equal, proportional, and pro rata (by amount of lot(s) owned by each Main Party of Property to the North of Parcel A) basis (hereinafter, "equal" or "equally") the property taxes for the Easement Property. Grantors shall pay that property tax each year on and for the Easement Property by or before the due date. Grantors shall send to all Grantees a copy of the tax notice on the Easement Property each year, and each Grantee shall then pay to Grantors their respective share or portion of that property tax within thirty (30) days of Grantors providing that written notice to Grantees. Failure by any Main Party to pay their respective equal share or portion of the annual property tax for the Easement Property to Grantors within that thirty (30) days shall effect an immediate and automatic termination of that Main Party's rights

5. The Main Parties acknowledge that the surface of the Easement Property is currently unimproved dirt and field property. All Main Parties and all successors of Main Parties will share equally in all costs for improvements, upkeep, repair, and maintenance of the Easement Property for use as a driving access, including without limitation for security gates and locks. All Main Parties and their respective successors in interest have the equal right and duty to perform maintenance reasonably necessary to keep the Easement Property in its present good and reasonably usable condition, or in its good and reasonably usable condition as it may be improved and thereafter exist from time to time. Improvement, upkeep, repair, and maintenance costs for the Easement Property up to five hundred dollars (\$500.00) gross per year will be shared, divided, and repaid equally between and among all Main Parties and their successors, and require no prior written approval from the other Main Parties. Improvement, upkeep, repair, and maintenance costs in excess of five hundred dollars (\$500.00) gross per year must be agreed to in writing by all Main Parties and their respective successors in advance of such costs being incurred. Absent such advance written approval, any costs incurred for improvement, upkeep, repair and maintenance in excess of five hundred dollars (\$500.00) gross in any given calendar year must be borne by and are the sole responsibility of the Main Party who caused such costs to be incurred.

6. The Main Parties and their successors each shall exercise reasonable care in their use of the Easement Property so as not to cause more than normal wear and tear. Any damage to the Easement Property caused by a Main Party hereto, or by a Main Party's guest or invitee, shall promptly be repaired by that Main Party at its sole expense.

7. The Main Parties agree that all Main Parties and successors of all Main Parties shall have the right to use and access the Easement Property for, and that they shall also have the right to, maintain the Easement Property and for snow removal from it.

8. If, in connection with the use, construction, improvement, or maintenance of the Easement Property, or any portion thereof, any Main Party, or any successor, guest, invitee, contractor, or licensee of any Main Party, damages the Easement Property and/or any property immediately adjacent to the Easement Property, such Main Party(ies) shall promptly repair the damage at its/their sole expense and restore the damaged property to a condition reasonably comparable to its condition immediately prior to occurrence of the damage.

9. The Main Parties all agree not to install any gate, fence or other structure that would in any way interfere with Trust Grantee's, and its successors', use of the eastern-most fifty (50) feet of Easement Property, as specified in paragraph 16 below. The Main Parties also agree not to install any gate, fence, or other structure that would in any way interfere with Additional Grantees' use of the Easement Property as specified in paragraph 11 below. Notwithstanding the headings or any other language in this Agreement, the Main Parties understand and agree that Trust Grantee, and its successors, and Additional Grantees and the class of their successors specified in paragraph 11 shall each have the right to enforce this provision.

10. No Main Party may erect any fence adjacent to or along the northern boundary of any part of the Easement Property without unanimous written approval of all Main Parties and successors of all Main Parties.

#### **Terms and Provisions as to Additional Grantees**

Notwithstanding any other term or provision hereinabove, all signatories hereto understand, acknowledge, and agree to the following additional terms and provisions regarding Additional Grantees and Additional Grantees' Property:

11. Grantors, and each of them, hereby grant to Additional Grantees, and each of them, and to the respective heirs, successors, and assigns of each of the Additional Grantees, an easement and right-of-way on, across, over, and through the Easement Property for the express, and expressly limited, purpose of ingress to and egress from the Additional Grantees' Property to and from Main Street in Centerville, Utah, for the Additional Grantees, and each of them, and each of their respective guests and invitees. This easement shall remain in force and effect only so long as the Additional Grantees' Property remains owned, including without limitation of record, by Additional Grantees or by one of their siblings, parents, or children. This easement shall terminate without notice automatically and immediately upon the Additional Grantees' Property ever being owned, of record or otherwise, by anyone other than by Additional Grantees or by one of their siblings, parents, or children.

12. The easement and right-of-way created and granted in and by this portion of this Agreement, to and for Additional Grantees, is an easement appurtenant to the Additional Grantees' Property only, and may be used only and exclusively for purposes of accessing and otherwise benefitting Additional Grantees' Property, and for no other purpose or property whatsoever. This portion of this Agreement is specifically not intended to, and does not, define, create, or otherwise grant any rights or benefits of or to any person, entity, or property whatsoever other than in and to Additional Grantees and the Additional Grantees' Property.

13. Additional Grantees may not in any way assign or otherwise transfer any interest whatsoever in or under this Agreement to any other person or entity whatsoever without the prior express written, signed, and recorded unanimous consent of all then-present Main Parties to this Agreement. Any attempted assignment or transfer in violation of this paragraph shall be wholly and completely null and void *ab initio*, and shall not vest the purported assignee or transferee with any rights or interests whatsoever.

14. Additional Grantees and their successors shall not have any obligation whatsoever to contribute toward or otherwise pay any part of the property tax assessed on and/or to the Easement Property, nor to contribute toward or otherwise pay any part of the costs of improvement, upkeep, repair, and/or maintenance of the Easement Property (except as stated in the immediately following paragraph).

15. Additional Grantees and their successors each shall exercise reasonable care in their use of the Easement Property so as not to cause more than normal wear and tear. Any damage to the Easement Property caused by Additional Grantees or their successors, guests or invitees, shall promptly be repaired by Additional Grantees (or their successor in interest at the time any such damage occurs) at their sole cost and expense. If, in connection with the use or repair of the Easement Property, or any portion thereof, Additional Grantees, or any successor, guest, invitee, contractor, or licensee of Additional Grantees, damages the Easement Property and/or any property immediately adjacent to the Easement Property, such Additional Grantees or their successor in interest at the time shall promptly repair the damage at its/their sole expense and restore the damaged property to a condition reasonably comparable to its condition immediately prior to occurrence of the damage.

#### **Terms and Provisions as to Trust Grantee**

Notwithstanding any other term or provision hereinabove, all signatories hereto also and further understand, acknowledge, and agree to the following additional terms and provisions regarding the Trust's Retained Property:

16. Grantors, and each of them, hereby grant to the Trust Grantee (including without limitation to, by, and through Brad Holbrook and Linda Holbrook Wright in their capacities as trustees of the Trust Grantee), and to the respective heirs, successors, and assigns of the Trust Grantee, an perpetual easement and right-of-way on, across, over, and through only the eastern-most fifty (50) feet of Easement Property for the express, and expressly limited, purpose of ingress to and egress from the Trust's Property to and from Main Street in Centerville, Utah, for the Trust Grantee, and its guests and invitees.

17. The easement and right-of-way created and granted in and by this portion of this Agreement, to and for the Trust Grantee, is an easement appurtenant to the Trust's Property, and may be used only and exclusively for purposes of accessing and otherwise benefitting the Trust's Property only, and for no other purpose or property whatsoever. This portion of this Agreement is specifically not intended to, and does not, define, create, or otherwise grant any rights or benefits of or to any person, entity, or property whatsoever other than in and to the Trust Grantee and the Trust's Property.

18. This Agreement, and all of the Trust Grantee's respective rights and obligations under and pursuant to it, is appurtenant to, and shall run with, the Trust's Property. The Trust Grantee may assign or otherwise transfer its respective rights in and under this Agreement without any other Main Party's consent only as a part of a joint and combined sale and transfer at the same time also of the Trust Grantee's interest in the Trust's Property. Except only as stated immediately above in this paragraph, Trust Grantee may not in any way assign or otherwise transfer any interest whatsoever in or under this Agreement to any other person or entity whatsoever without the prior express written, signed, and recorded unanimous consent of all other then-present Main Parties/successors to this Agreement. Any attempted assignment or transfer in violation of this paragraph shall be wholly and completely null and void *ab initio*, and shall not vest the purported assignee or transferee with any rights or interests whatsoever.

19. Trust Grantee and its successors shall not have any obligation whatsoever to contribute toward or otherwise pay any part of the property tax assessed on and/or to the Easement Property, nor to contribute toward or otherwise pay any part of the costs of improvement, upkeep, repair, and/or maintenance of the Easement Property (except as stated in the immediately following paragraph). It is the understanding of all signatories hereto that there are existing secondary water lines located in and/or that run through and under various parts of the Easement Property, which water lines either presently do and/or may in the future service Trust's Property, Parcel A, and/or the Parcel A-South Strip. It is also the understanding of all signatories hereto, that billing for water used through those secondary water lines presently is consolidated into and is billed as a part of the property tax assessed on and/or to the Easement Property. Accordingly, all other terms and provisions of this paragraph notwithstanding, Grantors, and their successors, shall work with Trust Grantee, and its successors, to provide documentation each year regarding any billing for water usage that may be included in property taxes allocable to the Easement Property, and to make an allocation of that water portion only of the bill to Trust Grantee or its successor proportional to actual water usage from those secondary lines by Trust Grantee or its successors.

20. Trust Grantee and its successors shall exercise reasonable care in their use of the Easement Property so as not to cause more than normal wear and tear. Any damage to the Easement Property caused by Trust Grantee or its successors, guests or invitees, shall promptly be repaired by Trust Grantee (or its successor in interest at the time any such damage occurs) at its sole cost and expense. If, in connection with the use or repair of the Easement Property, or any portion thereof, Trust Grantee or any successor, guest, invitee, contractor, or licensee of Trust Grantee, damages the Easement Property and/or any property immediately adjacent to the Easement Property, Trust Grantee shall promptly repair the

damage at its sole expense and restore the damaged property to a condition reasonably comparable to its condition immediately prior to occurrence of the damage.

**General Provisions Applicable to All**

The following terms and provisions apply to all parts and portions of this Agreement and to all signatories hereto and their respective heirs, successors and assigns:

21. Except only as expressly otherwise provided hereinabove, neither Grantors, Grantees, Additional Grantees, Trust Grantee, nor any of them, nor any heir, successor, assign, representative, contractor, or agent of any of them, may block access to the Easement Property at any time. This includes children's toys, bicycles, and anything else that might prevent the full and free vehicular travel without interruption over and across the Easement Property.

22. Each and every reference in this Agreement, in each and every part or portion hereof, to each and every one of the following terms shall in all instances mean, refer to, and include each and every heir, successor, and assign of each such person or thing (regardless of whether any particular instance of use of any such term otherwise expressly so states): Grantors, Grantees, Main Parties, Main Party, Additional Grantees, and Trust Grantee.

23. This Agreement has been mutually negotiated and drafted and shall not be construed more strictly for or against any Grantors, Grantees, Main Parties, Main Party, Additional Grantees, and Trust Grantee

24. This Agreement shall be construed and interpreted pursuant to Utah law.

25. The rights and responsibilities set forth in this Agreement cannot be extinguished by non-use.

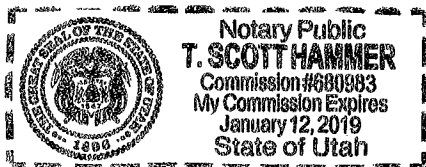
**WITNESS** the hand of all respective signers on the date(s) noted below.

Steven C. Penrose 12/28/16  
Steven Charles Penrose DATE

Kathryn May Penrose 12-28-16  
Kathryn May Penrose DATE

STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

The foregoing *Agreement Regarding Limited Easements Appurtenant* was acknowledged before me this this 28 day of December, 2016, by Steven Charles Penrose and Kathryn May Penrose.





NOTARY PUBLIC

Residing at: DAVES Co.

William Scott Gillett 12-28-16  
William Scott Gillett DATE

Connie Lynne Gillett 12-28-16  
Connie Lynne Gillett DATE  
Connie Lynne Gillett

STATE OF UTAH )  
: SS.  
COUNTY OF DAVIS )

The foregoing *Agreement Regarding Limited Easements Appurtenant* was acknowledged before me this this 28 day of December, 2016, by William Scott Gillett and Connie Lynne Gillett.



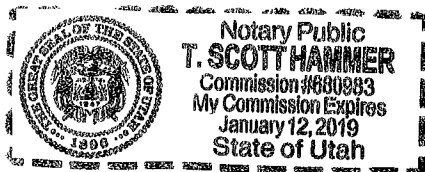
T. Scott Hammer  
NOTARY PUBLIC  
Residing at: DAVES Co.

Matthew Dee Reynolds 12/28/2016  
Matthew Dee Reynolds DATE

Holly Ann Reynolds 12-28-16  
Holly Ann Reynolds DATE

STATE OF UTAH )  
: SS.  
COUNTY OF DAVIS )

The foregoing *Agreement Regarding Limited Easements Appurtenant* was acknowledged before me this this 28 day of December, 2016, by Matthew Dee Reynolds and Holly Ann Reynolds.



T. Scott Hammer  
NOTARY PUBLIC  
Residing at: DAVES Co.

Terry Grant Bleak 12-28-16  
Terry Grant Bleak DATE

Jana Selene Bleak 12-28-16  
Jana Selene Bleak DATE

STATE OF UTAH )  
: SS.  
COUNTY OF DAVIS )

The foregoing *Agreement Regarding Limited Easements Appurtenant* was acknowledged before me this this 28 day of December, 2016, by Terry Grant Bleak and Jana Selene Bleak.



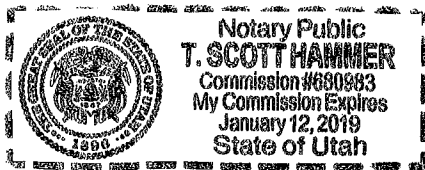
T. Scott Hammer  
NOTARY PUBLIC  
Residing at: Davis Co.

Kathryn Ann Goodfellow 12/28/2016  
Kathryn Ann Goodfellow DATE


Mary Louise Tullius 12/28/16  
Mary Louise Tullius DATE


STATE OF UTAH )  
: SS.  
COUNTY OF DAVIS )


The foregoing *Agreement Regarding Limited Easements Appurtenant* was acknowledged before me this this 28 day of December, 2016, by Kathryn Ann Goodfellow and Mary Louise Tullius.




T. Scott Hammer  
NOTARY PUBLIC  
Residing at: Davis Co.

 **Notary Public**  
**T. SCOTTHAMMER**  
Commission #680983  
My Commission Expires  
January 12, 2019  
State of Utah

  
 Kevin James Eggett  
 STATE OF UTAH )  
 ) : ss.  
 COUNTY OF DAVIS )

  
Ann Christine Eggett


**Notary Public**  
**T. SCOTT HAMMER**  
 Commission #809883  
 My Commission Expires  
 January 12, 2019  
 State of Utah

11

