



\*W2998067\*

WHEN RECORDED, RETURN TO:

MIDLAND 42, LLC

476 West 325 South

Bountiful, UT 84010

E# 2998067 PG 1 OF 8  
Leann H. Kilts, WEBER COUNTY RECORDER  
20-Aug-19 0940 AM FEE \$40.00 DEP ZG  
REC FOR: FIRST AMERICAN TITLE-NCS-SLC1  
ELECTRONICALLY RECORDED

DS

**GRANT OF EASEMENT FOR ACCESS**

THIS AGREEMENT, effective on this the 19<sup>th</sup> day of August 2019, by and between HSW HOLDINGS 1 LLC, a Utah limited liability company (hereinafter "Grantor") and MIDLAND 42, LLC, a Utah limited liability company (hereinafter "Grantee").

**RECITALS**

WHEREAS, Grantor is the owner of the following described tract of land located in Weber County, Utah, having **Parcel No. 080510249** (hereinafter referred to as "Grantor's Property"):

PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 743.50 FEET AND NORTH 89°55'30" WEST 883.03 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE SOUTH 319.37 FEET, THENCE NORTH 89°18' WEST 356.92 FEET, THENCE NORTH 0°44'30" EAST 8.54 FEET, THENCE WEST 14.78 FEET, THENCE NORTH 115.00 FEET, THENCE NORTH 89°33' WEST 277.64 FEET TO THE EAST LINE OF MIDLAND DRIVE, THENCE NORTH 38°01' EAST 241.10 FEET ALONG SAID EAST LINE TO AN EXISTING FENCE, THENCE SOUTH 89°55'30" EAST 500.70 FEET TO THE POINT OF BEGINNING. CONTAINING 3.58 ACRES.

TOGETHER WITH AND SUBJECT TO A 16.5 FOOT RIGHT OF WAY DESCRIBED AS FOLLOWS: A 16.5 FOOT RIGHT OF WAY ACROSS A PART OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT OF WAY BEING 8.25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS SOUTH 1072.37 FEET AND NORTH 89°18' WEST 1162.98 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 10; RUNNING THENCE NORTH 5°15' WEST 91.23 FEET, THENCE WESTERLY ALONG THE ARC OF 51.91 FOOT RADIUS CURVE TO THE LEFT 79.59 FEET, THENCE SOUTH 86°54' WEST 319.0 FEET TO THE EAST LINE OF MIDLAND DRIVE (1161-679). EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO. S-0108(30)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST QUARTER NORTHEAST QUARTER OF SECTION 10,

TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH IS 739.41 FEET (RECORD 743.50 FEET) SOUTH AND 1380.54 FEET (RECORD 1383.73 FEET) NORTH  $89^{\circ}55'30''$  WEST FROM THE NORTHEAST CORNER OF SAID SECTION 10, AND RUNNING THENCE SOUTH  $89^{\circ}55'30''$  EAST 7.48 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 527+62.80; THENCE SOUTH  $38^{\circ}12'39''$  WEST 164.04 FEET TO THE POINT OF TANGENCY OF A 10,055.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 77.99 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH SAID RIGHT OF WAY CONTROL LINE (CHORD BEARS SOUTH  $38^{\circ}25'59''$  WEST 77.99 FEET) TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH  $89^{\circ}33'00''$  WEST 6.02 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE EXISTING EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE); THENCE NORTH  $38^{\circ}01'00''$  EAST 241.10 FEET ALONG SAID EXISTING EASTERLY HIGHWAY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the following described tract of land located in Weber County, Utah, having **Parcel No. 080510248**, is being conveyed to Grantee by separate deed bearing the even date herewith (hereinafter referred to as "Grantee's Property"):

PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 1048.7 FEET AND WEST 1254.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 10 AND RUNNING THENCE NORTH  $89^{\circ}33'$  WEST 367.00 FEET PARALLEL TO AND 4.0 FEET NORTH OF AN EXISTING FENCE TO THE EAST LINE OF MIDLAND DRIVE, THENCE NORTH  $38^{\circ}01'$  EAST 145.08 FEET, THENCE SOUTH  $89^{\circ}33'$  EAST 277.64 FEET, THENCE SOUTH 115.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 16.5 FOOT RIGHT OF WAY DESCRIBED AS FOLLOWS: ACROSS A PART OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: SAID RIGHT OF WAY BEING 8.25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 1072.37 FEET AND NORTH  $89^{\circ}18'$  WEST 1162.98 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUNNING THENCE NORTH  $5^{\circ}15'$  WEST 91.23 FEET, THENCE WESTERLY ALONG THE ARC OF A 51.91 FOOT RADIUS CURVE TO THE LEFT 79.59 FEET, THENCE SOUTH  $86^{\circ}54'$  WEST 319.0 FEET TO THE EAST LINE OF MIDLAND DRIVE (1161-679). CONTAINING 0.85 ACRE. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF

SR-108 (MIDLAND DRIVE) KNOWN AS PROJECT NO S-0108(30)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST 1/4 NORTHEAST 1/4 SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT WHICH IS 1044.73 FEET (RECORD 1048.7 FEET) SOUTH AND 1251.39 FEET (RECORD 1254.59 FEET) WEST AND 367.00 FEET NORTH 89°33'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 10 AND RUNNING THENCE NORTH 38°01'00" EAST 145.08 FEET ALONG THE EXISTING EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 (MIDLAND DRIVE) THENCE SOUTH 89°33'00" EAST 6.02 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET RADIALLY DISTANT SOUTHEASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID SR-108 (MIDLAND DRIVE) OPPOSITE APPROXIMATE ENGINEERS STATION 525+21.21, THENCE SOUTHWESTERLY 147.20 FEET ALONG THE ARC OF A 10055.00-FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, CONCENTRIC WITH SAID RIGHT OF WAY CONTROL LINE (CHORD BEARS SOUTH 39°04'28" WEST 147.20 FEET) TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE NORTH 89°33'00" WEST 2.59 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING. AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, Grantee requires access over and across Grantor's Property for the purpose of accessing Grantee's Property from Midland Drive; and

WHEREAS, the parties hereto desire, by this Agreement, to set forth the rights of access over and upon a certain portion of Grantor's Property, which portion shall be described as that portion of Grantor's Property depicted in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area"), to allow for access for ingress and egress between Grantee's Property and Midland Drive.

### **ACCESS EASEMENT GRANT AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated and restated herein as material terms of this Agreement.
2. **Grant of Access to Grantee.** Grantor does hereby grant to Grantee, its successors and assigns, contractors, subcontractors, vendors, guests, invitees, licensees, and agents (collectively, the "Benefitted Parties") a permanent, a non-exclusive right of vehicular and pedestrian access for ingress and egress over, across, and upon the Easement Area (the "Easement"). The use of the term "non-exclusive" herein shall mean that the access rights granted pursuant to this Agreement

shall be subject to the contemporaneous and continuing right of the Grantor, its successors and assigns, agents, guests, licensees, and invitees (collectively, the "Grantor Parties") to use the Easement Area, provided such use is consistent with the Easement granted herein.

3. **Curb Cuts.** Grantor hereby grants to Grantee and the Benefitted Parties the right to construct, maintain, and replace, along the boundary line between Grantee's Property and Grantor's Property, two access portals or curb-cuts up to 30 feet wide (the "Curb Cuts") providing vehicular access between Grantee's Property and Grantor's Property. The Curb Cuts may connect to roadways within the Easement Area, and Grantee is hereby authorized to remove existing curb and gutter on Grantor's Property to connect the Curb Cuts to existing roadways. Maintenance and repair of such Curb Cuts shall be at Grantee's sole expense.

4. **Limitations upon Grant.** It is agreed and understood that the Easement granted herein is expressly limited as follows: the right of access granted herein shall be limited to access for ingress and egress only between Midland Drive and Grantee's Property. Grantee will use the right of access and will require and cause the Benefitted Parties to use the right of access in a manner so as not to unreasonably interfere with Grantor's use of the Easement Area. Grantor shall not be obligated to improve, maintain or repair any improved drive, entrance, surface or other similar improvement within the Easement Area; provided that if any such improvement falls into a state of disrepair and Grantor fails to repair the improvement following written notice from Grantee, Grantee may repair or replace the improvement(s) and Grantor shall reimburse all of Grantee's expenses in connection therewith within fifteen (15) days of receipt of an invoice or statement from Grantee identifying the expenses. The Curb Cuts will be the sole responsibility of Grantee, and Grantor has no responsibility to maintain any such improvements. Grantee, and Grantee's successors and assigns, agree to indemnify and hold harmless Grantor, and Grantor's successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of this Easement by Grantee and the Benefitted Parties, except to the extent of the negligence or misconduct of Grantor or the Grantor Parties.

5. **Grant as Permanent; Recording of Agreement.** This Agreement is intended to represent a permanent grant of easement and is intended to run with the lands of the parties hereto, and shall burden Grantor's Property as the servient estate and benefit Grantee's Property as the dominant estate, and shall be binding upon Grantor, the Grantor Parties, and any person acquiring, leasing, or otherwise owning an interest in the Easement Area; accordingly, the parties shall cause a copy of this Grant of Easement to be recorded in the office of the Recorder of Weber County, Utah.

6. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7. **Counsel.** Both Grantor and Grantee have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both Grantor and Grantee waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

8. **Counterparts.** This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, the Grantor has executed or caused this agreement to be executed by its respective authorized agents, intending the same to be effective upon execution hereof by both parties hereto.

GRANTOR

HSW HOLDINGS 1 LLC

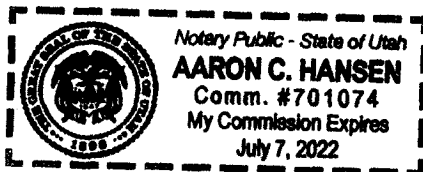
By: [Signature]  
Name: John Hammond  
Its: Partner - Manager

STATE OF Utah )

: ss.

County of Salt Lake )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2019, by John Hammond, the manager of HSW Holdings 1 LLC.



[Signature]  
NOTARY PUBLIC  
Residing at: SLC, UT  
My Commission Expires: 7/7/22

IN WITNESS WHEREOF, the Grantee has executed or caused this agreement to be executed by its respective authorized agents, intending the same to be effective upon execution hereof by both parties hereto.

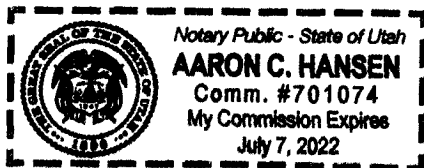
GRANTEE

MIDLAND 42, LLC, a Utah limited liability company

By: [Signature]  
Name: Jeff Creer  
Its: Manager

STATE OF Utah )  
: ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2019, by Jeff Creer, the manager of MIDLAND 42, LLC, a Utah limited liability company.



[Signature]  
NOTARY PUBLIC  
Residing at: SLC, UT  
My Commission Expires: 7/7/22

## EXHIBIT A – EASEMENT AREA

