



W3213991

E# 3213991 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
28-Jan-22 11:18 AM FEE \$40.00 DEP DAC
REC FOR: MCDONALD FIELDING PLLC
ELECTRONICALLY RECORDED

When Recorded Return To:
Heritage Land Development, LLC
c/o McDonald Fielding, PLLC
321 N Mall Dr. Suite K101
St. George UT 84790

Parcel Nos. 06-084-0021 and 06-31 5-0011

EASEMENT AGREEMENT

This Easement Agreement (this “**Agreement**”) is entered into by and among **Will and Janelle Hilton, husband and wife** (“**Grantors**”) to and for the benefit of Heritage Land Development, LLC, a Utah limited liability company (“**Grantee**”), as follows:

1. Background. Grantors own certain real property located at 625 40th Street, Ogden UT more particularly described in the attached **Exhibit A** (the “**Hilton Property**”). Heritage owns certain real property located East of the Hilton Property particularly described in the attached **Exhibit B** (the “**Heritage Property**”). Heritage has caused a block retaining wall to be constructed along the boundary line between the Hilton Property and the Heritage Property, and a portion of the wall is located on the Hilton Property.

2. Easement Grant. The Hiltons hereby grant to Heritage a perpetual, nonexclusive easement over, on, and across the easternmost seven feet of the Hilton Property for purposes of installing, maintaining, repairing, and replacing, base support for the retaining wall along the boundary line of the Hilton Property and the Heritage Property. Any permanent part of the wall must be located within one foot of the common boundary line. No permanent structure, block, or improvement may be placed outside of that one-foot area along the common boundary line. Heritage is solely responsible for all costs relating to the construction, maintenance, improvement, or repair of the wall.

3. Burden Upon Land. The easements, covenants, restrictions, and rights granted and made herein are to run with the land and be appurtenant with the respective property benefitted and burdened by such easements, covenants, restrictions and rights, and be binding upon and inure to the benefit of each of the respective properties and the successors and assigns of each owner of the respective properties. In addition, the grant and the use, benefit and enjoyment of such easements and rights shall always be without charge, cost, fee or assessment of any kind whatsoever. Nothing contained in this Agreement shall limit the ability of the parties to alter, develop or build structures on areas not covered by easements granted herein on the property each party respectively owns.

4. Governing Law/Disputes. Utah law governs the interpretation and enforcement of this Agreement. In the event of a dispute regarding the enforcement of any

of its terms, the prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.

5. Assignment. Each of the parties may assign this Agreement, and all of such parties' rights and obligations under this agreement, in connection with a conveyance or assignment of all or a portion of the respective property(ies) described above. Except as specifically allowed in the immediately-previous sentence, neither party may assign this Agreement, or any rights or obligations under this Agreement, without the advance written consent of the other party.

6. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties, and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

Will Hilton: [Signature]

Janelle Hilton: [Signature]

State of Utah SS
County of Weber

On this 15 day of January, 2022, I, the undersigned Notary Public, do hereby certify that Will Hilton and Janelle Hilton each personally appeared before me this day and acknowledged executing the foregoing instrument.

[Signature]
Notary Public

[Seal]

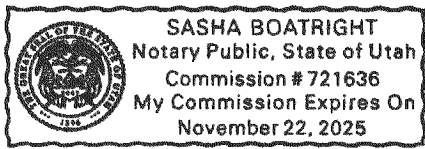


Exhibit A*Hilton Property*

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH,
RANGE 1 WEST, SALT LAKE MERIDIAN, US SURVEY:

BEGINNING ON THE SOUTH LINE OF 40TH STREET 874.18 FEET EAST AND 33 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE WEST 116.21 FEET, THENCE SOUTH 122 FEET, THENCE SOUTH 83D26' EAST 116.70 FEET. THENCE NORTH 135 FEET TO THE PLACE OF BEGINNING. LESS AND EXCEPTING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF 40TH STREET KNOWN AS PROJECT NO. LG_SO_40THSTREET_WFRC-12, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. US SURVEY. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL WHICH POINT IS ALSO ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 40TH STREET, SAID POINT IS SOUTH 89D27'19" EAST 862.88 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 9 AND SOUTH 00D32'41" WEST 32.61 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 9 RUNNING THENCE SOUTH 01D03'09" WEST 19.96 FEET ALONG THE EASTERLY LINE OF SAID PARCEL. THENCE NORTH 89D27'19" WEST 5.45 FEET TO A POINT OF CURVATURE WITH A 580.00 FOOT RADIUS CURVE TO THE RIGHT RADIUS POINT BEARS NORTH 00D32'41" EAST THENCE 110.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10D56'29" (CHORD BEARS NORTH 83D59'04" WEST 110.59 FEET) TO A POINT OF REVERSE CURVATURE WITH A 496.00 FOOT RADIUS TO THE LEFT RADIUS POINT BEARS SOUTH 11D29'11" WEST THENCE 0.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0D04'06" (CHORD BEARS NORTH 78D32'52" WEST 0.59 FEET) THENCE NORTH 01D03'09" EAST 9.25 FEET, THENCE SOUTH 89D28'51" EAST 116.21 FEET TO THE POINT OF BEGINNING.

Exhibit B

Heritage Property

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 40TH STREET BEING LOCATED NORTH 01°16'59" EAST 908.85 FEET ALONG THE CENTERLINE OF JEFFERSON AVENUE AND NORTH 90°00'00" EAST 148.42 FEET FROM THE CENTERLINE MONUMENT AT 41ST STREET AND JEFFERSON AVENUE; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°13'29" EAST 145.01 FEET; THENCE NORTH 1°16'59" EAST 20.02 FEET; THENCE SOUTH 89°15'01" EAST 284.33 FEET; THENCE SOUTH 1°16'59" WEST 365.33 FEET; THENCE NORTH 89°15'11" WEST 7.18 FEET; THENCE SOUTH 1°16'59" WEST 287.73 FEET; THENCE NORTH 88°43'01" WEST 107.97 FEET; THENCE NORTH 1°11'07" EAST 15.68 FEET; THENCE NORTH 49°58'56" WEST 80.66 FEET; THENCE NORTH 50°16'47" WEST 57.44 FEET; THENCE NORTH 50°02'26" WEST 69.23 FEET; THENCE NORTH 46°42'33" WEST 12.42 FEET; THENCE NORTH 39°54'59" EAST 3.97 FEET; THENCE NORTH 15°40'37" EAST 38.78 FEET; THENCE NORTH 7°44'58" EAST 57.74 FEET; THENCE NORTH 10°36'02" WEST 35.76 FEET; THENCE NORTH 0°39'25" EAST 64.10 FEET; THENCE NORTH 89°15'01" WEST 153.52 FEET; THENCE NORTH 1°16'59" EAST 280.05 FEET TO THE POINT OF BEGINNING. CONTAINING 207,787 SQUARE FEET OR 4.77 ACRES MORE OR LESS.