

W3363376

When recorded return to:

E# 3363376 PG 1 OF 8
B. Rahimzadegan, WEBER COUNTY RECORDER
01-Apr-25 1203 PM FEE \$40.00 DEP LC
REC FOR: INTEGRATED TITLE INSURANCE SERVICE:
ELECTRONICALLY RECORDED

RECIPROCAL EASEMENT AGREEMENT

28 This RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made this day of March, 2025 by and between HUTCH'S CAR WASH, LLC, a Utah limited liability company ("HUTCH'S") and JAGS FUEL STORES 1, INC., a Utah corporation ("JAGS"). HUTCH'S and JAGS are hereinafter collectively referred to as the "Parties," or, individually, as a "Party."

RECITALS

Whereas HUTCH'S is the owner of the real property more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "Hutch's Parcel") and JAGS is the owner of the real property more particularly described on Exhibit "B" attached hereto and incorporated by this reference (the "Jags Parcel"); both parcels are located in Weber County, State of Utah and are contiguous to each other, and

Whereas the Parties are desirous to grant and convey reciprocal easements over and across their respective properties, and establish ownership of certain personal property for the purposes set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Grant of Easement: JAGS does hereby grant, convey, and warrant unto HUTCH'S, its successors and assigns, complete ownership of, and all income produced from, the two vacuums (collectively, the "Vacuums") located on the Northerly line of the Hutch's Parcel and the Southerly line of the Jags Parcel and an easement for the Vacuums to encroach upon the Jags Parcel as they currently exist and as such Vacuums may in the future be modified, removed, or replaced, and the right to enter onto the JAGS property to maintain, repair, remove, or replace the Vacuums. HUTCH'S, or its successors and assigns, may unilaterally remove the Vacuums for any reason, in their sole and absolute discretion.

2. Grant of Reciprocal Easement: The Parties do hereby grant a reciprocal easement to each other, and their successors and assigns, for ingress and egress over and across the Westerly and Southerly portions of the Jags Parcel and the Southerly portion of the Hutch's Parcel for access to and from their respective properties to 4th Street. Such reciprocal easement shall run with the land.

The Parties do also hereby grant a reciprocal easement to each other, and their successors and assigns, for ingress, egress, and parking over and across the Westerly and Southerly portions of the Jags Parcel and the Northerly portion of the Hutch's Parcel for their respective patrons, vendors, and repair personnel while using, repairing, removing, or servicing the Vacuums located on the properties described herein. Such reciprocal easement shall run with the land.

3. Maintenance and Repair: The Parties agree to keep their respective properties in good condition and repair and that all maintenance, repair, trash, and snow removal will be the responsibility of the respective owners, except for the property located immediately (within 10 feet) around the Vacuums, which will be the responsibility of HUTCH'S, and its successors and assigns, until HUTCH'S, or its successors and assigns, decide to remove the Vacuums for any reason, in their sole and absolute discretion.

4. Attorney's Fees and Costs: Should any Party default under the terms and conditions of this Agreement, the non-defaulting Party shall be entitled to recover all costs and reasonable fees incurred by it in enforcing the terms hereof. Should any Party initiate litigation for breach of any term of this Agreement or to enforce this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and legal representatives. The reciprocal easement granted by this Agreement shall run with the land.

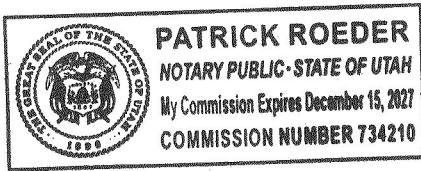
JAGS FUEL STORES 1, INC., a Utah corporation

By: 

Anmol Singh Thind, Authorized Agent

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25th day of March, 2025 by Anmol Singh Thind, the Authorized Agent of JAGS FUEL STORES 1, INC., a Utah corporation who duly acknowledged to me that said instrument was executed by authority.





NOTARY PUBLIC

My Commission Expires: 12/15/2027
Commission No.: 734210

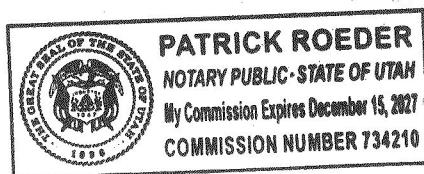
HUTCH'S CAR WASH, LLC, a Utah limited liability company

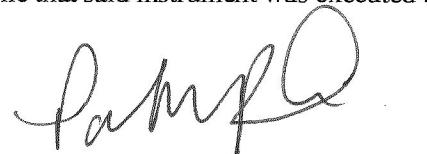
By: 
Joshua B. Hutchison, Manager

By: 
Michaela Hutchison, Member/Manager

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of March, 2025 by Joshua B. Hutchison and Michaela Hutchison, the Managers of HUTCH'S CAR WASH, LLC, a Utah limited liability company who duly acknowledged to me that said instrument was executed by authority.





NOTARY PUBLIC

My Commission Expires:
Commission No.:

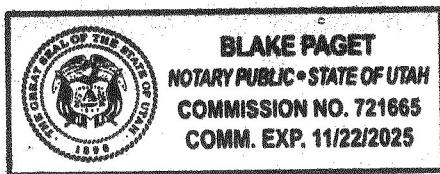
LENDER'S CONSENT TO CROSS EASEMENT AGREEMENT

Know all men by these presents that AMERICA FIRST FEDERAL CREDIT UNION, the undersigned Lender, holder of a beneficial interest in certain property more particularly described on Exhibit "A" attached hereto, hereby consents to the recordation of this Reciprocal Easement Agreement and the terms and conditions contained therein.

Jaylynn Bennett

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On the 28th day of March, 2025, personally appeared before me Jaylynn Bennett, the ~~58A Assistant Manager~~ of America First Federal Credit Union, who duly acknowledged to me that such person executed the same on behalf of such entity.



Blake Paget

Notary Public

My Commission Expires: 11/22/2025
Commission No.: 721665

LENDER'S CONSENT TO CROSS EASEMENT AGREEMENT

Know all men by these presents that OPENBANK the undersigned Lender, holder of a beneficial interest in certain property more particularly described on Exhibit "B" attached hereto, hereby consents to the recordation of this Reciprocal Easement Agreement and the terms and conditions contained therein.



On the _____ day of _____, 2025, personally appeared before me _____ the _____ of OPENBANK who duly acknowledged to me that such person executed the same on behalf of such entity.

See attached

Notary Public

My Commission Expires:
Commission No.:

CALIFORNIA ACKNOWLEDGMENT

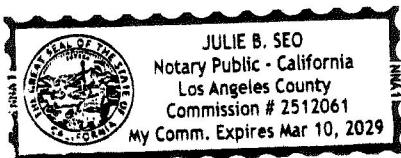
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Other: _____ Other: _____
Signer is Representative: _____ Signer is Representative: _____

Signer is Representing: _____ Signer is Representing: _____

Exhibit "A"

Parcel 1:

Part of Lots 4,5,6 and part of Lots 7,8 and 9, Block 4, ORCHARD GROVE ADDITION, Ogden City, Weber County, Utah. And part of the Northeast quarter of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian. Being more particularly described as follows:

Beginning at a point on the Northerly right-of-way line of 4th street, said point being North 89°10'00" West 83.14 feet from the Southeast Corner of Lot 7, Block 4, of ORCHARD GROVE ADDITION and running thence; North 89°10'00" West 98.14 feet along said Northerly right-of-way; thence North 00°50'00" East 137.01 feet; thence South 89°02'15" East 36.27 feet; thence South 89°10'00" East 45.00 feet; thence South 0°50'00" West 17.15 feet; thence East 16.87 feet; thence South 0°50'00" West 120.02 feet to the Point of Beginning.

Parcel 2:

A perpetual use of an alley appurtenant to Parcel 1, as disclosed by Quit Claim Deed recorded, May 28, 1987 as Entry No. 1012882 in Book 1518 at Page 1080 the office of the Weber County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 8, Block 1, ORCHARD GROVE ANNEX ADDITION, Ogden City, Weber County, Utah and running thence South 7°34'20" West 57.90 feet; thence South 0°50'15" West 58.50 feet; thence North 89°09'45" West 16.9 feet; thence North 0°50'15" East 58.50 feet; thence North 7°34'20" East 64.45 feet to the Southeast corner of Lot 9, said annex; thence South 70°24'45" East 17.18 feet to the Place of Beginning.

Tax Identification Number 12-067-0034.

Exhibit "B"

Parcel 1:

The South 42 feet of Lot 7, and All of Lot 8, Block 1, ORCHARD GROVE ANNEX ADDITION, TO OGDEN CITY, UTAH and a part of the Northeast Quarter of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the West line of Washington Avenue, South $0^{\circ}50'15''$ West 8.0 feet from the Northeast corner of said Lot 7, and running thence South $0^{\circ}50'15''$ West 119.58 feet; thence North $89^{\circ}09'45''$ West 145 feet; thence North $07^{\circ}34'20''$ East 57.90 feet to the Southwest corner of said Lot 8; thence North $0^{\circ}50'15''$ East 62.08 feet; thence South $89^{\circ}09'45''$ East 138.21 feet to the point of beginning.

Parcel Identification Number 12-067-0019.

ds

Parcel 2:

Part of Lots 7,8 and 9, Block 4, ORCHARD GROVE ADDITION, Ogden City, Weber County, Utah. And part of the Northeast quarter of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian. Being more particularly described as follows:

Beginning at the Southeast corner of Lot 7, Block 4, ORCHARD GROVE ADDITION, and running thence North $89^{\circ}10'00''$ West 83.14 feet along the Northerly right-of-way line of 4th street; thence North $0^{\circ}50'00''$ East 120.02 feet; thence West 16.87 feet; thence North $0^{\circ}50'00''$ East 17.15 feet; thence South $89^{\circ}10'00''$ East 100.01 feet to the Westerly Right of Way line of Washington Avenue; thence South $0^{\circ}50'00''$ West 136.93 feet along said Westerly Right-of-Way line to the point of beginning.

Parcel Identification Number 12-067-0033.