

WHEN RECORDED MAIL TO: John Linton Wagstaff Investments, LLC 3115 West 2100 South West Valley City, Utah 841119	 Space above for County Recorder's Use
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Tax Parcel No: 27:038:0308

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into this 29 day of December, 2021, by and between Patriot Ridge, LLC, a Utah limited liability company ("**Grantor**"), and Wagstaff Investments, LLC, a Utah limited liability company ("**Grantee**"), having an address of 3115 West 2100 South, West Valley City, UT 84119.

RECITALS

- A.** Grantor is owner of certain lands situated in Saratoga Springs, Utah, more particularly described in **Exhibit "A"** (the "**Subject Property**").
- B.** The Subject Property is subject to that certain Commercial Real Estate Purchase Agreement (the "**Agreement**") between Grantor and Grantee, dated June 19, 2021, 2021. Pursuant to the Agreement, Grantor has agreed to provide an easement for a roadway for purposes of ingress and egress to and from the Subject Property.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. EASEMENT

1.1 Grant of Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns, and each of its tenants, subtenants, suppliers, customers, patrons, employees, licensees, concessionaries, agents, contractors, and invitees to whom the Grantee may choose to extend or delegate such rights (collectively "**Permittees**") a non-exclusive perpetual easement of ingress, egress, and access over, across, and under portions of Grantor's property adjacent to the Subject Property as described in **Exhibit "B"** attached hereto and incorporated herein by reference, for the purposes of conducting business operations and

access for vehicular and pedestrian ingress and egress to and from the Subject Property and such reasonably necessary or appropriate underground utilities (together, the "Easement").

1.2 **Easement Runs with the Land.** This Easement shall be appurtenant to the Subject Property and shall run with and for the benefit of the Subject Property, and all provisions of this Easement Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the Grantee and the Grantor, their respective successors, assigns, mortgagees, tenants and any person or persons claiming under or through any of them.

1.3. **Duration.** This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use or change in use of the Subject Property; provided, however, that the Agreement expires or terminates.

1.4 **Amended Easement.** This Easement may be amended from time to time to, among other things, reflect the final location of the roadway or underground utilities, if necessary, only by an instrument in writing duly executed by Grantor and Grantee (or their respective successors). Both parties hereto agree to execute any documentation reasonably required for such amendment. Any such amendment shall be recorded promptly in the land records of Utah County, Utah, and the cost of such recordation shall be born equally by both parties. Waivers and consents respecting this Easement Agreement shall be effective only if in writing and signed by all parties hereto.

2. GENERAL

2.1 **Notices.** All notices and other communications provided for in this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, sent by certified registered U.S. mail, return receipt requested, postage prepaid, or via electronic mail, and addressed to the respective party at the addresses set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided:

To Grantor: Patriot Ridge, LLC
Attn: Hannah Stoddard
1763 North Curlew Way
Salem, UT 84653

To Grantee: Wagstaff Investments, LLC
Attn: John Linton
3115 West 2100 South
West Valley City, UT 84119
john@holidayoil.com

If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax or electronic mail in the form specified in this section, notices and other

communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. Mail, or sent via electronic mail, whichever shall first occur.

2.2 Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto.

2.3 Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Easement Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

2.4 Counterparts and Electronic Signatures. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

2.5 No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

2.6 Covenants Run with the Land. Each right and obligation in this Easement Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Subject Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

2.7 Attorney's Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Easement Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first written above.

GRANTOR:

PATRIOT RIDGE, L.L.C.

James P. Stodder

By: *Margaret J. Stodder*
Print: *Margaret J. Stodder*
Its: *managing member*

GRANTEE:

WAGSTAFF INVESTMENTS, LLC

By: *J. Scott Wagstaff*
Print: J. Scott Wagstaff
Its: Manager

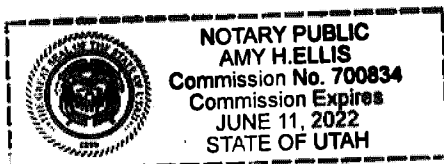
STATE OF UTAH)

)ss:

COUNTY OF SALT LAKE)

2022 The foregoing instrument was acknowledged before me this *3rd* day of *January*, ~~2021~~, by J. Scott Wagstaff, in his capacity as Manager of Wagstaff Inv., LLC., a Utah limited liability company, Salt Lake County, UT.

Amy H. Ellis
Notary Public



STATE OF UTAH)

)ss:

COUNTY OF UTAH)

Ms ^{MS} ~~2022~~ ^{March} The foregoing instrument was acknowledged before me this 23 day of ~~December~~,
~~2022~~, by Margaret J. Stoddard, in his or her capacity as Signer for the Patriot
Ridge, LLC, Utah County, UT.

[Signature]

Notary Public

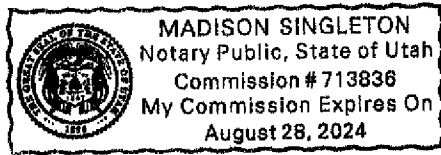


EXHIBIT A
TO
EASEMENT AGREEMENT
"SUBJECT PROPERTY"
(PARCEL IDENTIFICATION NUMBER & MAP)

Parcel Identification Number: 59:002:0156

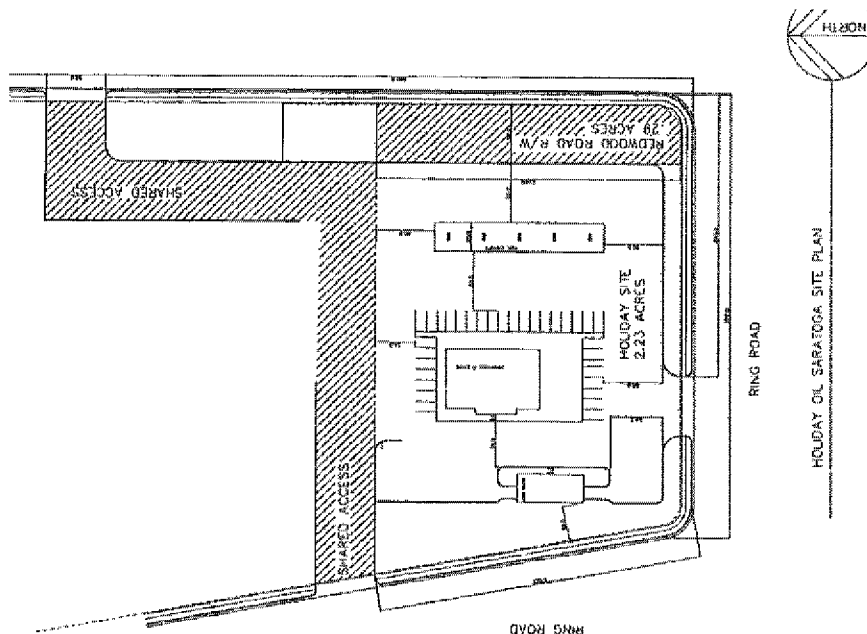


EXHIBIT B
TO
EASEMENT AGREEMENT
"ACCESS EASEMENT"
(LEGAL DESCRIPTION AND MAP)

A parcel of land situate in the Northeast Quarter of Section 2, Township 6 South, Range 1 West, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point of the west line of Redwood Road said point being North $0^{\circ}12'18''$ East 403.91 feet along the section line and West 174.75 feet from the East Quarter Corner of Section 2, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running; thence South $55^{\circ}05'26''$ West 281.12 feet; thence South $31^{\circ}55'41''$ West 160.80 feet; thence Northwesterly 50.07 feet along the arc of a 560.74 foot radius curve to the left (center bears South $31^{\circ}56'57''$ West and the long chord bears North $60^{\circ}36'31''$ West 50.05 feet with a central angle of $5^{\circ}06'56''$); thence North $31^{\circ}55'41''$ East 173.26 feet; thence North $55^{\circ}05'26''$ East 241.43 feet; thence Northwesterly 241.89 feet along the arc of a 2310.00 foot radius curve to the right (center bears North $55^{\circ}31'00''$ East and the long chord bears North $31^{\circ}29'01''$ West 241.78 feet with a central angle of $5^{\circ}59'59''$) to; thence North $59^{\circ}59'45''$ East 49.19 feet to the west line of Redwood Road; thence South $30^{\circ}00'15''$ East 61.28 feet along the west line of said Redwood Road; thence Southeasterly 193.49 feet along the arc of a 2260.00 foot radius curve to the left (center bears North $59^{\circ}59'46''$ East and the long chord bears South $32^{\circ}27'24''$ East 193.43 feet with a central angle of $4^{\circ}54'20''$) along the west line of said Redwood Road thence South $34^{\circ}54'34''$ East 32.83 feet along the west line of said Redwood road to the point of beginning.;
 Contains 34,615 square feet. 0.795 acres.

