

WHEN RECORDED MAIL TO:

Blake T. Ostler
THOMPSON OSTLER & OLSEN
57 West 200 South, Suite 350
Salt Lake City, Utah 84101

Ent 377391 Bk 1052 Pg 650 - 654
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2012 Mar 26 04:01PM Fee: \$18.00 JP
For: First American NCS - Utah
ELECTRONICALLY RECORDED

ACCESS EASEMENT AGREEMENT

Bethers Family, LC, a Utah limited liability company ("Grantor"), hereby conveys, assigns and transfers to AutoZone Development Corporation ("Grantee"), and its successors and assigns, an easement and irrevocable right-of-way over the Remainder Parcel shown in Exhibit "A" hereto to access and for the benefit of Lot #1, which Easement is more particularly described in Exhibit "B" hereto (the "Easement") which Easement shall be appurtenant to the land situated in Wasatch County, Utah, on the terms and conditions provided below.

1. Access Easement. Grantor hereby establishes and grants, assigns, sells and conveys to Grantee a permanent, nonexclusive, appurtenant and commercial access easement for vehicular, pedestrian and construction access to Lot #1 over and across the Easement for the purpose of granting tenants, tenant employees, agents, contractors, customers and other invitees with the nonexclusive privilege of using the Easement for pedestrian and vehicular (including eighteen-wheel truck and construction vehicle) ingress and egress to and from public streets to and from Lot #1 across the Easement. No material changes will be made to the location of the Easement or any improvements constructed thereon unless required by public authority or made with the written consent of Grantor in their sole discretion. Grantee may not alter, impair, impede or relocate any portion of the improvement located upon the Easement except with the prior written consent of Grantor. This Easement shall run with the land.

2. No Impediments. Grantee shall not erect any permanent barriers, impediments or obstructions of any kind on the Easement, which may impede or hinder the free flow of traffic between the Remainder Parcel and Lot #1 over the Easement.

3. Construction and Maintenance. Grantee at its sole cost, shall be responsible for the initial construction of the Easement asphalt driveway, after which Grantee shall maintain, at its cost, those access improvements constructed by Grantee located on the Easement. All construction by Grantee hereby shall be subject to the approval of Grantor and performed pursuant to plans and specifications prepared by Grantee.

4. Maintenance of Access Easement:

Grantee hereby agrees to maintain the Easement and shall bear the following cost of the Easement area; the cost of utility expenses; the cost of snow removal, trash, rubbish, garbage, and other refuse and debris removal; the cost of licenses, permits, and other governmental fees and charges; the cost of all maintenance and service contracts, signage costs; the cost of gardening and landscaping services and supplies, subsidies, surcharges, and other payments, which the Easement are required to pay to or by public or quasi-governmental bodies; and the cost of complying with all laws, rules, regulations and ordinances. In connection with the foregoing, Grantor covenants and agrees to reimburse the Remainder Parcel for 50% of Grantee's expense in maintaining the

**ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.**

Easement as provided for above. Grantee shall present Grantor with an annual billing detailing Grantee's actual out of pocket expenses in maintaining the Easement. Upon receipt of said annual billing, Grantor shall reimburse Grantee, to the extent provided for above, within thirty (30) days of receipt of said annual billing. Grantor reserves the right to audit Grantee's annual billing and Grantor shall be responsible only for Grantor's share of expenses related solely to the maintenance of the Easement.

NOW THEREFORE, and in consideration of the above Recitals and for Ten Dollars and other good and valuable consideration, the adequacy and sufficiency of which the parties do hereby acknowledge, Grantor, does hereby grant and convey to Grantee, subject to the terms and conditions set forth herein, the right, privilege and authority to enter upon, under and across the following described property:

SEE EXHIBIT "B" ATTACHED HERETO
(Referred to herein as the "Easement")

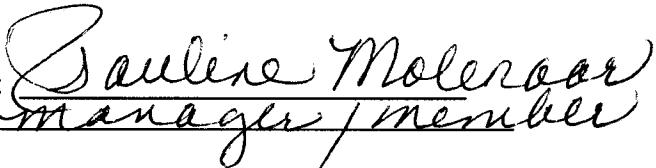
IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be signed effective as of this 21st day of March, 2013.

GRANTOR:

By:

NAME:

Its:

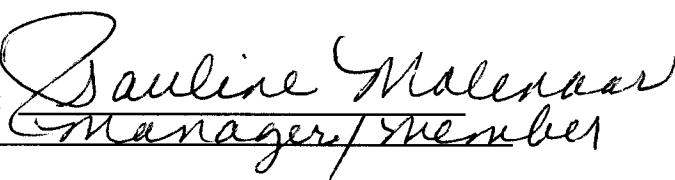


GRANTEE:

By:

NAME:

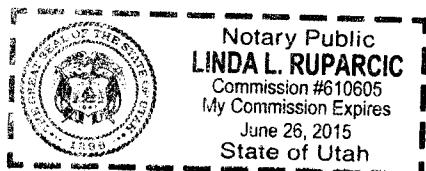
Its:



ACKNOWLEDGMENTS

STATE OF UTAH)
ss.
COUNTY OF Salt Lake)

On the 26 day of March, 2012, personally appeared before me Pauline Molenaar who being by me duly sworn, did acknowledge to me that he/she executed the foregoing document on behalf of Bethers, Family L.C.

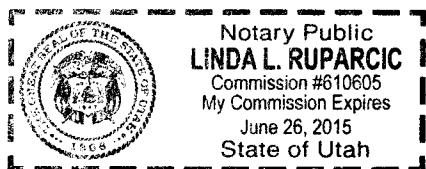


Linda L. Ruparcic
NOTARY PUBLIC
Residing at Salt Lake
My Commission Expires: 6/26/2015

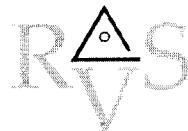
ACKNOWLEDGMENTS

STATE OF UTAH)
ss.
COUNTY OF Salt Lake)

On the 26 day of March, 2012, personally appeared before me Pauline Molenaar, who being by me duly sworn, did acknowledge to me that he/she executed the foregoing document on behalf of Bethers, Family L.C.



Linda L. Ruparcic
NOTARY PUBLIC
Residing at Salt Lake
My Commission Expires: 6/26/2015



Round Valley Surveys, LLC

BETHERS AND AUTOZONE
ACCESS EASMENT
MARCH 3, 2012

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF US-40, SAID POINT BEING NORTH 89°54'14" EAST 305.16 FEET AND NORTH 1722.82 FEET FROM THE FOUND MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°31'32" EAST 230.00 FEET; THENCE SOUTH 00°28'28" WEST 28.00 FEET; THENCE NORTH 89°31'32" WEST 230.00 TO THE SAID EASTERLY RIGHT OF WAY OF US-40; THENCE ALONG SAID RIGHT OF WAY NORTH 00°28'28" EAST 28.00 FEET TO THE POINT OF BEGINNING.

Part of # OHE-1325-0-005-045

CONTACT US AT:

www.roundvalleysurveys.com (801)870-6317, 7055 S. Angelsea Dr. West Jordan, UT 84084