

When recorded mail to:  
JRL Holdings #2, LLC  
P.O. Box 711820  
Salt Lake City, UT 84171

## UTILITY EASEMENT AGREEMENT

Affecting Tax Parcel No: 05-043-0-0063 and, Holiday Oil Bates  
Canyon Road Subdivision Lot #1. 05-043-0-0064

UTILITY EASEMENT AGREEMENT is entered into this 16 day of October, 2017, by and between **Wagstaff Investments, LLC.**, a Utah limited liability company (the "Grantor"), and **JRL Holdings #2, LLC**, a Utah limited liability company (the "Grantee").

### RECITALS

**WHEREAS**, Grantor is the owner in fee of that certain real property located in Tooele County, State of Utah, more particularly described in Exhibit A (the "Grantor's Parcel"); and

**WHEREAS**, Grantee is the owner in fee of that certain real property located in Tooele County, State of Utah, more particularly described in Exhibit B (the "Grantee's Parcel"); and

**WHEREAS**, Grantee desires to obtain an exclusive, perpetual easement on, over, through and across a portion of the Grantor's Property (the "Easement Parcel") for the purposes more particularly described herein, and Grantor is willing to grant an easement to Grantee for such purposes, subject to the terms and conditions set forth herein. The Easement Parcel is more particularly described in the legal description in Exhibit C1 & C2.

### TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. **Grant of Easement.** Grantor hereby quitclaims to Grantee, an exclusive, perpetual easement on, over, through and across the Easement Parcel for future utilities.
2. **Grantee's Right of Access.** Grantee shall have access to and use of the Easement Parcel and Grantor hereby agrees that it will not block or fence off the Easement from surrounding property.

3. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party not prevailing in any final judgment agrees to pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law, equity or by the terms of this Agreement.

4. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

5. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6. Covenants Running with Land. The Easement hereby granted, the restrictions hereby imposed and the covenants and agreements herein contained shall be easements, restrictions, covenants and agreements running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns.

7. Entire Agreement. This Agreement shall constitute the entire agreement between the parties, with respect to the Easement, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

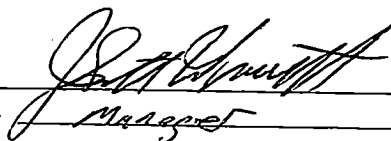
8. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

9. Third Party Dedication. Grantee may grant and or assign this Utility Easement Agreement to a third party.

10. Severability. Invalidation of any one of the covenants, easements or conditions contained herein, or any part thereof, shall not affect any of the other covenants, easements or conditions, or any part or parts thereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

Wagstaff Investments, LLC-GRANTOR:

By.  *Jan*

STATE OF UTAH            )  
                                      : SS  
COUNTY OF TOOELE    )

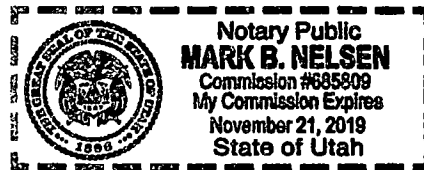
On the 2<sup>nd</sup> of November 2017, personally appeared before me J Scott Wagstaff, Manager of Wagstaff Investments, LLC, who acknowledged before me that he signed the foregoing instrument for and behalf of said company.

WITNESS my hand and official seal.



Notary Public for Utah

Mark B. Nelsen



**EXHIBIT A**

**Description of Grantor's Parcel**

**Holiday Oil Bates Canyon Road Subdivision Lot #1**

**EXHIBIT B**

**Description of Grantee's Parcel**

**Holiday Oil Bates Canyon Road Subdivision Lot #2 & Lot #3**

**EXHIBIT C1**

**Description of Easement Parcel**

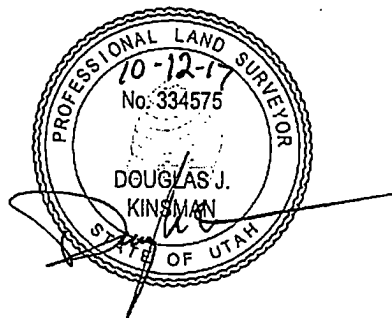
**25-FOOT WIDE UTILITY EASEMENT DESCRIPTION**

A 25-foot wide utility easement, situate in the Northeast Quarter of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said easement is also located in Stansbury Park, Tooele County, Utah, more particularly described as follows:

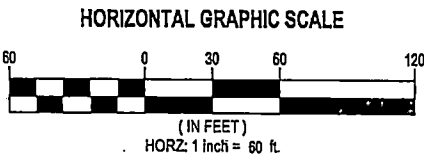
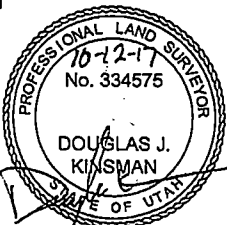
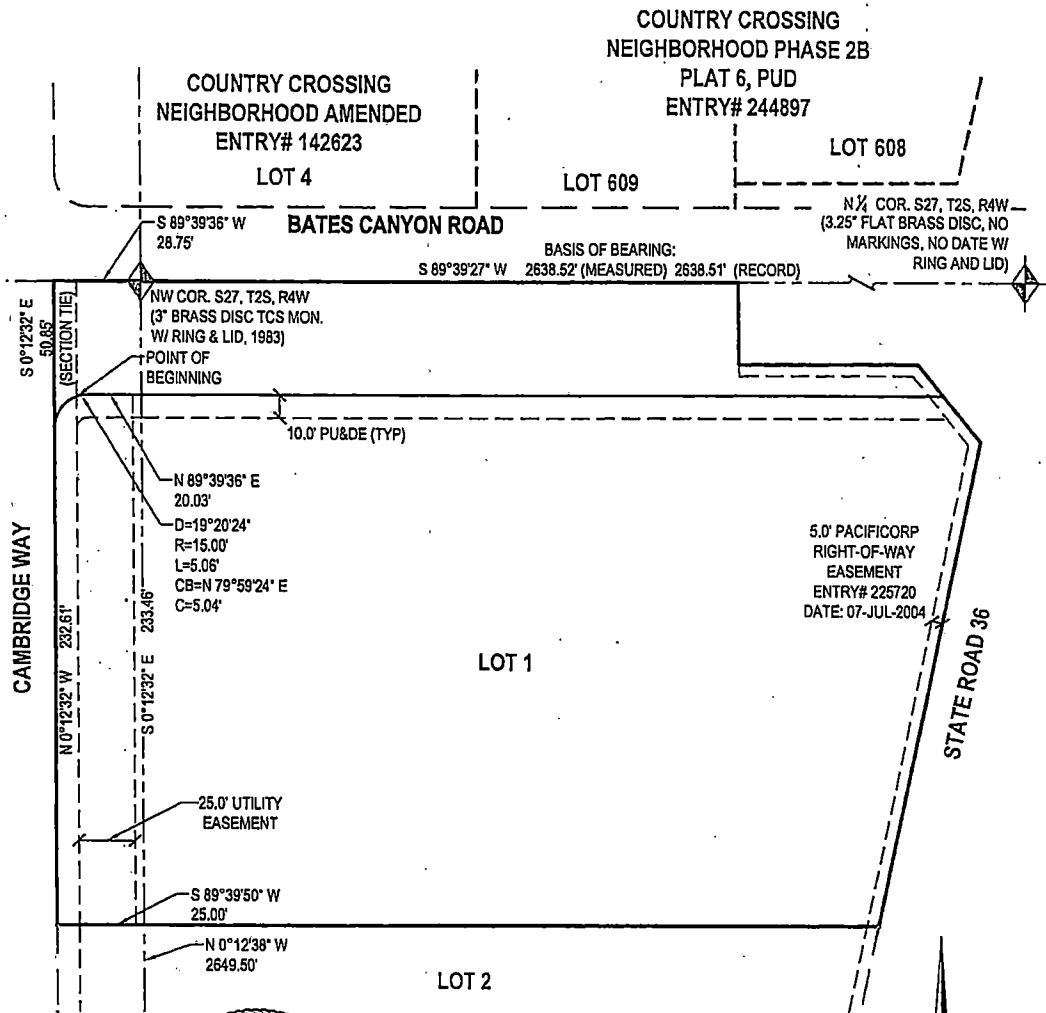
Beginning at a point on the south line of Bates Canyon Road, said point being South 89°39'36" West 28.75 feet along the section line and South 0°12'32" East 50.85 feet from the Northeast Corner of Section 28, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence Northeasterly 5.06 feet along the arc of a 15.00-foot radius curve to the right (center bears South 19°40'48" East and the long chord bears North 79°59'24" East 5.04 feet through a central angle of 19°20'24"), to the south line of said Bates Canyon Road;  
thence North 89°39'36" East 20.03 feet along said south line;  
thence South 0°12'32" East 233.46 feet;  
thence South 89°39'50" West 25.00 feet to the east line of a 10-foot public utility easement;  
thence North 0°12'32" West 232.61 feet along said 10-foot public utility easement, to the Point of Beginning.

Contains 5,835 square feet or 0.13 acres.



**EXHIBIT C2**



PROJECT # 7362  <b>1 of 1</b>  <small>FILE: C:\Users\ldh\OneDrive\Documents\7362.dwg</small>	DATE 10/12/17  <b>HOLIDAY OIL BATES CANYON ROAD</b>  BATES CANYON ROAD & STATE ROAD 36 STANSBURY PARK, UTAH EXHIBIT	FOR: HOLIDAY OIL 1315 WEST 2100 SOUTH WEST VALLEY CITY, UT 84119  SCOTT WAGSTAFF PHONE: 801-973-7002	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com  
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