

EASEMENT AFFECTS 05-171-0034

ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** is made and entered into as of the 24th day of October, 2024, by and between **140 North 200 West QOZB, LLC., a Utah limited liability** ("Grantor"), and Moonlight Transportation LLC, a Utah limited liability company, ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties."

RECITALS

A. Grantor is the owner of certain property located in Tremonton City, Box Elder County, Utah, and more particularly described in Exhibit "A" attached hereto (the "Property").

B. Grantee is the owner of certain property located in Tremonton City, Box Elder County, Utah, and more particularly described in Exhibit "B" attached hereto

C. Grantor desires to grant to Grantee an easement (the "Easement") across the Property. The Easement will be located as is described in Exhibit "C" attached hereto.

TERMS OF AGREEMENT

Therefore, for ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements.** Grantor hereby grants to Grantee an easement on and across the Property. The legal descriptions of the location of the Easement is set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

2. **Purposes of Easement.** The purposes of the Easement includes but is not limited to allowing Grantee and Grantee's representatives, employees, tenants, subtenants, successors, assigns, independent contractors, agents, invitees, guests, customers, etc. to have and to exercise rights of ingress and egress, for access across Property, and to have and to exercise installation, maintenance, operation, repair, inspection, protection, removal and replacement of, but not limited to public utility lines, water lines, storm drain, sewer lines, etc., or equipment and rights of ingress and egress across the Property, for any and all lawful purposes and by any and all lawful means the Property within the location of the Easement described in Exhibit "C" for any and all lawful purposes and by any and all lawful means. The rights granted to Grantee herein shall also extend to any and all tenants and/or subtenants of the Grantee or the Grantee's successors and/or assigns.

3. **Covenants of Grantor.** Grantor irrevocably covenants to allow the continued use of the Easement hereby granted and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Property for the purposes of the Easement described above or that would interfere with Grantee's use of, and access to the Grantee Real Property in any way. Grantor warrant that: (a) Grantor will allow access across the Easement at all times, and (b) that Grantor will not obstruct or block the use of the Easement at any time in any way. Grantee shall be entitled (but not required) to grade, pave, improve or modify the land subject to the Easement so as to insure that Grantee can exercise rights of access, ingress and egress over and across the land subject to the Easement. Grantee hereby covenants to maintain and repair the Easement and any and all improvement within the Easement at Grantees' sole cost and expense. If Grantee fails to abide by the covenant made in the immediately preceding sentence, then Grantor shall have the right, but not the obligation, to maintain and repair the Easement and any and all improvements within the Easement and Grantee shall indemnify and hold Grantor harmless for any and all costs and expenses associated with any such maintenance and/or repairs.

4. **Relocation.** If, as a result of governmental action, administration or regulation, (a) any of the Grantee Real Property is required to be relocated or (b) Grantee loses access to any or all of the Grantee Real Property for any reason, in each case in order for the Grantee Real Property purposes to be reasonably continued or for the purposes of Grantee Real Property on property in the vicinity to be continued and for Grantee to continue to enjoy the purposes and benefits of the Easement, then, subject to the approval of Grantor, which approval shall not be unreasonably withheld, Grantee may relocate the Easement to other locations on the Property. Such relocations shall provide the same or substantially the same rights and benefits to Grantee as described herein, including without limitation the rights of access, ingress and egress from all adjacent streets.

5. **Condemnation.** If all or any part of the Property is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to do any one or more of the following: (a) to contest the condemnation; (b) to relocate the Easement on the portion of the Property not condemned or sought to be condemned in the same manner as provided in Section 4 above and subject to Grantors approval, which approval shall not be unreasonably withheld; (c) to terminate this Agreement; (d) to receive compensation from the condemnor for the value of Grantee's interest in the Property and for the reduced value of Grantee's interest in the Property and in any Grantee Real Property that are not acquired (whether located on the Property or not) which results from the acquisition or condemnation or threatened condemnation; and/or (e) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" for purposes of this Agreement shall include any transfer of possession, title or right relating to the Property, or any portion thereof, in favor of or for the benefit of any entity exercising the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

6. **Successors and Grantee Real Property.** This Agreement, including but not limited to the covenants of Grantor set forth above, shall constitute a covenant running with the land and shall be binding upon Grantor and their successors and assigns, or any portion thereof, and the provisions hereof shall be specifically enforceable against Grantor and their successors and assigns, regardless of whether such parties have actual notice of the provisions hereof. Without limiting the foregoing, Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon Grantor breach, it is specifically agreed that no bond shall be required.

7. **Assignment by Grantee.** Grantor agrees that Grantee may transfer, sell or assign its rights under this Agreement to any person whomsoever without notice to Grantor. Upon any such assignment, the obligations of Grantee hereunder shall be assumed by the transferee or assignee, and Grantee shall then have no further obligations to Grantor hereunder.

8. **Miscellaneous.** This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

[SIGNATURES SHOWN ON THE FOLLOWING PAGES]

(GRANTOR)

140 North 200 West QOZB, LLC., a Utah limited liability company

By: 
Name: Chris Luek
Its: Member

(GRANTEE)

Moonlight Transportation LLC, a Utah limited liability company

By: 
~~Ashraf Jasim, Member~~

STATE OF UTAH)

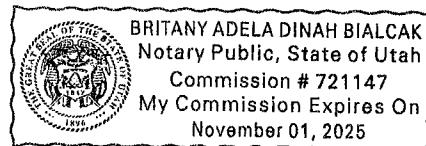
COUNTY OF)

On October 24, 2024 before me, Brittany Bialcak a Notary Public, personally appeared Chris Lock, 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.

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

WITNESS my hand and official seal.

Signature 



STATE OF UTAH)

COUNTY OF)

On October 24, 2024 before me, David Covarrubias a Notary Public, personally appeared Ashraf A Jasim, 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.

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

WITNESS my hand and official seal.

Signature 

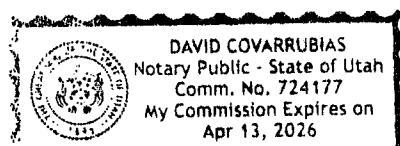


EXHIBIT A

ALL OF LOT 6, AMEND AND EXTEND BEAR RIVER HEALTH DEPARTMENT SUBDIVISION FIRST AMENDMENT, TREMONTON CITY, BOX ELDER COUNTY, UTAH SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 LOCATED 1277.69 SOUTH 88°41'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 344.99 FEET NORTH 00°49'33" WEST ALONG THE CENTERLINE OF 2000 WEST STREET AND 33.00 FEET NORTH 88°47'40" EAST AND 245.89 FEET NORTH 88°47'40" WEST FROM THE SOUTH QUARTERCORNER OF SAID SECTION 4. RUNNING THENCE ALONG THE BOUNDARY OF SAID LOT 6 THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 00°49'33" WEST 353.51 FEET; (2) SOUTH 89°10'27" WEST 245.88 FEET TO THEEAST RIGHT-OF-WAY LINE OF 2000 WEST STREET; (3) NORTH 00°49'33" WEST 70.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; (4) NORTH 89°10'27" EAST 517.84 FEET; (5) SOUTH 00°35'32" WEST 5.14 FEET; (6) SOUTH 00°09'27" EAST 231.87 FEET; (7) SOUTH 01°12'55" WEST 184.89 FEET; AND (8) SOUTH 88°47'40" WEST 262.54 FEET TO THE POINT OF BEGINNING

EXHIBIT B

ALL OF LOT 5, AMEND AND EXTEND BEAR RIVER HEALTH DEPARTMENT SUBDIVISION
FIRST AMENDMENT, TREMONTON CITY, BOX ELDER COUNTY, UTAH

EXHIBIT “C”

Access, Utility and Drainage Easement

32.5' ACCESS, DRAINAGE & UTILITY EASEMENT DESCRIPTION

A 32.50 FOOT WIDE ACCESS, DRAINAGE AND UTILITY EASEMENT, BEING 32.50 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT OVER A PORTION OF LOT 6, AMEND AND EXTEND BEAR RIVER HEALTH DEPARTMENT SUBDIVISION FIRST AMENDMENT, TREMONTON CITY, BOX ELDER COUNTY, UTAH SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 6 LOCATED 1277.69 SOUTH 88°41'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 344.99 FEET NORTH 00°49'33" WEST ALONG THE CENTERLINE OF 2000 WEST STREET AND 33.00 FEET NORTH 88°47'40" EAST AND 245.89 FEET NORTH 88°47'40" WEST AND 353.51 FEET NORTH 00°49'33" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 4. RUNNING THENCE SOUTH 89°10'27" WEST 245.88 FEET ALONG THE BOUNDARY OF SAID LOT 6 TO THE EAST RIGHT-OF-WAY LINE OF 2000 WEST STREET AND THE TERMINUS OF THIS EASEMENT.