

Entry #: 499083

12/05/2019 01:09 PM EASEMENT

Page: 1 of 10

FEE: \$40.00 BY: COTTONWOOD TITLE INSURANCE AGENCY  
, Tooele County, Recorder

**WHEN RECORDED MAIL TO:**

Envision Flow, LLC  
3688 East Campus Drive #100  
Eagle Mountain, UT 84005

## **EASEMENT AGREEMENT**

In Reference to Tax ID Number(s):

17-041-0-0001, 17-041-0-0002

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of the 14th day of November, 2019 (the "**Effective Date**"), is entered into between SR112 Development Group, LLC, a Utah limited liability company (hereinafter, the "**Grantor**"), and Envision Flow, LLC, a Utah limited liability company (hereinafter, the "**Grantee**").

**WHEREAS**, Grantor is the fee owner of certain parcels of land located at 185 S. SR-112 and 251 S. SR-112 in the City of Grantsville, County of Tooele, and State of Utah, further identified as Tax Parcels 17-041-0-0001 and 17-041-0-0002 respectively, both parcels hereinafter collectively referred to as "**Parcel A**"; and

**WHEREAS**, Grantee is the fee owner of certain land located along the northern border of Parcel A in the City of Grantsville, County of Grantsville, and State of Utah, designated as Parcel No. 1-60-10 on the Tax Map of the City of Grantsville, hereinafter referred to as "**Parcel B**"; and

**WHEREAS**, Grantee requires a permanent access easement in conjunction with and for the development of the Grantsville Professional Park to be located on Parcel B; and

**WHEREAS**, Grantor is willing to grant to Grantee an access easement over such portion of Parcel A (the "**Easement Area**"), more particularly described by a metes and bounds description and a diagrammatic sketch with a cross hatched portion indicating the Easement Area, on Exhibit A attached hereto and made a part hereof;

**NOW, THEREFORE**, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, and to any future owner of Parcel B, a perpetual, non-exclusive cross access easement (the "**Easement**") in, under, upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Parcel B.

2. Access. Grantee shall be permitted access to a reasonable area of Parcel A nearby the Easement Area (the "**Temporary Access Area**"), as may be necessary for the completion of any Improvements, as defined in Section 4 below, of the Easement Area. Grantee agrees not to interrupt Grantor's use of Parcel A, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of Grantor.

3. Improvements. Grantee may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**"). Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Parcel A.

4. Plans. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

5. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel A as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within ninety (90) days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

6. Compliance with Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

7. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance to keep the Easement Area at all times in the same condition as existed on the Effective Date of this Agreement.

8. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Easement Area, or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring the Easement Area after such installation. Grantor shall not grant any other easement rights within the Easement Area to any other individual or entity (each, an "**Other Interest Holder**") without first obtaining from Grantee and Other Interest Holder an indemnity agreement reasonably satisfactory to Grantee, which agreement shall be between Grantee, Grantor, and Other Interest Holder and shall provide Grantee with an indemnification from Other Interest Holder in connection with Other Interest Holder's use of the Easement Area. Grantor's use and enjoyment of the Easement Area shall not interfere with, or adversely affect any of Grantee's rights herein.

9. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

10. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may not be unreasonably withheld. If either party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within sixty (60) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee, hereby acknowledge and agree that the party requesting the

relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

11. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

12. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

13. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

14. Insurance. Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Area with respect to the Easement Area and Grantee's use therein. Grantor and its agents, contractors, tenants, and any other third parties required by Grantor, shall be named as additional insureds on such insurance policies. Prior to making any entry onto Parcel A, Grantee shall furnish to Grantor a certificate of insurance evidencing coverage.

15. Grantor Not Liable. Grantor shall not be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, unless such damage or loss is caused by acts of bad faith or gross negligence of Grantor.

16. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area.

17. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. If neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

18. Subordination. Grantor shall make reasonable attempts to obtain a subordination and non-disturbance agreement, in a form reasonably acceptable to Grantee, from any and all lienholders holding a lien against Parcel A, subordinating such agreements of lien to this Agreement.

19. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United

States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor: SR112 Development Group, LLC  
c/o Austin Allred  
369 E. Golden Pheasant  
Draper, UT 84020  
(801) 673-0898  
aspenlanehomesUT@gmail.com

To Grantee: Envision Flow, LLC  
3688 E. Campus Drive, STE 100  
Eagle Mountain, UT 84005  
(801) 404-4200  
scot@theranches.com

Any party may change its address for purposes of this Section 19 by giving written notice as provided in this Section 19. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 19.

20. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

21. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF UTAH, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 22. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 19 OF THIS AGREEMENT.

23. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

24. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

25. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**GRANTOR:**

SRI12 DEVELOPMENT GROUP, LLC

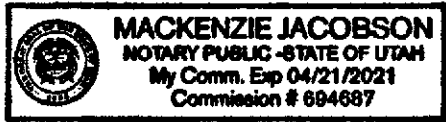
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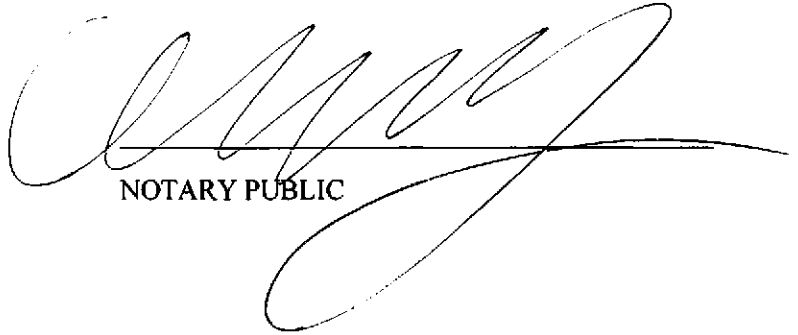
Kevin Larkin, Manager

STATE OF UTAH ) :ss

COUNTY OF Salt Lake )

On the 29 day of November, 2019, personally appeared before me, Mackenzie Jacobson, a notary public, Kevin Larkin, a signer of the above instrument, who duly acknowledged and demonstrated to me that he had sufficient authority to sign in the capacity described above, and that he executed the same.



  
NOTARY PUBLIC

SR112 DEVELOPMENT GROUP, LLC

By: *Austin Allred*

Austin Allred, Manager

STATE OF UTAH ) :ss  
COUNTY OF Salt Lake )

On the 29 day of November, 2019, personally appeared before me, Mackenzie Jacobson, a notary public, Austin Allred, a signer of the above instrument, who duly acknowledged and demonstrated to me that he had sufficient authority to sign in the capacity described above, and that he executed the same.

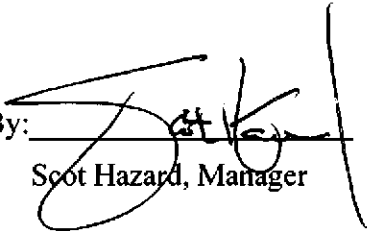


*Mackenzie Jacobson*  
NOTARY PUBLIC



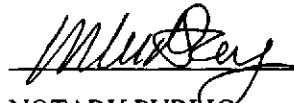
**GRANTEE:**

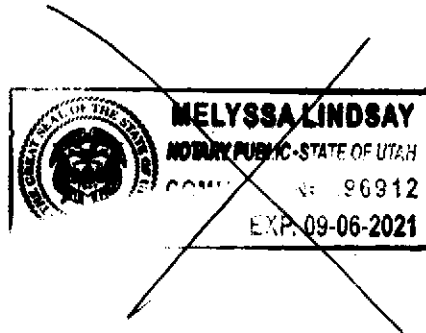
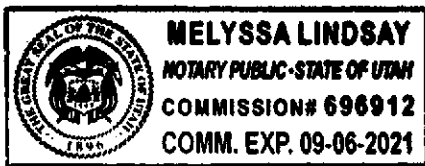
ENVISION FLOW, LLC

By:   
Scot Hazard, Manager

STATE OF **UTAH** )  
 ) :ss  
COUNTY OF Utah )

On the 4 day of November, 2019, personally appeared before me, Melissa Lindsay, a notary public, Scot Hazard, a signer of the above instrument, who duly acknowledged and demonstrated to me that he had sufficient authority to sign in the capacity described above, and that he executed the same.

  
NOTARY PUBLIC



**LEGAL DESCRIPTION  
PREPARED FOR  
GRANTSVILLE PROFESSIONAL PARK CONDOMINIUM  
GRANTSVILLE, UTAH  
(May 16, 2019)**

**ACCESS EASEMENT DESCRIPTION**

AN ACCESS EASEMENT IN FAVOR OF, GRANTSVILLE PROFESSIONAL PARK SUBDIVISION, located near the Southwest Corner of entire Plat, more particularly described as follows:

Beginning at a point on the northerly line of HALIFAX LAND MINOR SUBDIVISION on file in the Office of the Tooele County Recorder as Entry #338142 in Book 17, Page 41, being N89°41'08"E along the Section line 841.41 feet and North 952.20 feet from the Southwest Corner of Section 33, T2S, RW, S.L.B.& M.; and running thence S53°55'22"W 29.82 feet; thence S81°06'35"W 41.13 feet to the easterly right of way line of SR-112; thence along said right of way line Northerly along the arc of a non-tangent curve to the right having a radius of 1,869.86 feet (radius bears: N81°06'35"E) a distance of 23.81 feet through a central angle of 00°43'46" Chord: N08°31'32"W 23.80 feet to the northerly line of said HALIFAX LAND MINOR SUBDIVISION; thence along said northerly line N89°41'08"E 68.27 feet to the point of beginning.