

After recording, return to:
FIG Kollman Farms, LLC
295 West Center Street, Ste 201
Provo, Utah 84601

Grantor Parcel: 00-0021-6144
00-0021-1520
Grantee Parcels: 00-0021-6296
00-0021-6299

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (“**Agreement**”) is entered into between CH47, LLC, a Utah limited liability company (“**Grantor**”) and FIG Kollman Farms, LLC, a Utah limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to individually as a “**Party**” or collectively as the “**Parties**”.

A. Grantee is the owner of certain parcels of property located along US Highway 40 in Heber City, Wasatch County, Utah, as more specifically described in Exhibit “A” to this Agreement (the “**Grantee Property**”), which Grantor intends to develop as a mixed-use project pursuant to that certain Master Development Agreement recorded in the Wasatch County Recorder’s Office on March 17, 2021 as Entry No. 495995 (the “**Development Agreement**”).

B. Pursuant to the Development Agreement, Grantee intends to obtain or has obtained approval from the Utah Department of Transportation to construct and install an extension of the existing Sawmill Blvd. through Grantee’s property onto US Highway 40 (the “**City ROW**”). As part of the roadway improvements, Grantor intends to construct five foot wide sidewalks on both sides of the City ROW.

C. A portion of the sidewalk to be constructed is located upon an adjacent parcel of property, owned by Grantor. Grantor’s property is described on Exhibit “A” to this Agreement (the “**Grantor Property**”). The portion of the sidewalk located on the Grantor Property is depicted and described on Exhibit “B” to this Agreement (the “**Sidewalk Easement Area**”).

D. In order to facilitate the construction of the City ROW and associated sidewalks, Grantor desires to grant a perpetual easement to Grantee for the construction, installation and maintenance of a sidewalk on the Sidewalk Easement Area under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the rights and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sidewalk Easement.** Grantor hereby declares, conveys, and grants for the benefit of the Grantee Property a perpetual and continuous sidewalk easement (the “**Sidewalk Easement**”) over, upon, and across the Sidewalk Easement Area. The Sidewalk Easement is for the use of the public as if the Sidewalk Easement was a City owned sidewalk.

2. **Maintenance.** Grantee, at its sole cost and expense, shall construct, install, maintain, repair, and replace, in good condition and repair, the sidewalk improvements and surfaces located on the Sidewalk Easement Area, including, without limitation, the cost for snow removal.

3. **Liabilities and Obligations.** Except as otherwise specifically provided, the obligations and liabilities of the Parties and any successor owner hereunder shall apply only to obligations and liabilities which arise while such person or entity is an owner and each of such person or entity shall be released from any further future obligations or liabilities arising with respect to the Sidewalk Easement after any transfer by it of such Party's parcel.

4. **Running of Benefits and Burdens.** All provisions of this Agreement, including the burdens stated and implied, touch, concern, and run with the Properties in perpetuity and are a benefit to the Grantee Property and are binding upon and inure to the benefit of the successors and assigns of the Parties.

5. **Amendments.** No modification, waiver, or amendment of this Agreement shall be made except by written agreement signed and acknowledged by Grantor and Grantee and recorded in the official records of Wasatch County, Utah.

6. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision, or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Attorney Fees.** In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs and attorney fees.

8. **Applicable Law; Construction.** This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah. This Agreement shall be given a reasonable construction so that the Grantee may fulfill its obligations under the Development Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter contained in this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned parties have created this Agreement effective as of the date first written above.

GRANTOR:
CH47, LLC
a Utah limited liability company

By: *Paul Sweet*
Its: *Manager*


GRANTEE:
FIG KOLLMAN FARMS, LLC
a Utah limited liability company

Brian Schnell
By: **BRIAN SCHNELL**
Its: **MANAGER**

Acknowledgments


STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this *19* day of *Jan*, ^{*2022*}~~2021~~, personally appeared *Paul Sweet*, who duly acknowledged to me that he executed the foregoing instrument as *Manager* of CH47, LLC.

SEAL:  *Michael H. Brown*
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this *26* day of *January*, ^{*2022*}~~2021~~, personally appeared *Brian Schnell*, who duly acknowledged to me that he executed the foregoing instrument as *Manager* of FIG Kollman Farms, LLC.

SEAL:  *Karen Weeks*
NOTARY PUBLIC

**Exhibit A
(Grantor and Grantee Parcels)**

THE CH47 PROPERTY:

Parcel No.: 00-0021-6144
00-0021-1520

THE FIG KOLLMAN FARMS PROPERTY:

Parcel Nos.: 00-0021-6296
00-0021-6299

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 00°15'52" WEST 842.90 FEET AND WEST 1405.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;;

THENCE NORTH 37°59'28" WEST 8.00 FEET; THENCE NORTH 52°00'34" EAST 112.71 FEET; THENCE ALONG THE ARC OF A 369.00 FOOT RADIUS TO THE RIGHT 62.08 FEET (CENTRAL ANGLE OF 09°38'11" AND A CHORD BEARING NORTH 58°49'39" EAST 61.99 FEET); THENCE SOUTH 38°50'32" EAST 8.10 FEET; THENCE ALONG THE ARC OF A 363.00 FOOT RADIUS TO THE LEFT 62.18 FEET (CENTRAL ANGLE OF 09°48'42" AND A CHORD BEARING SOUTH 58°54'55" EAST 62.09 FEET); THENCE SOUTH 52°00'34" WEST 112.71 FEET TO THE POINT OF BEGINNING.

Exhibit B (Depiction and Legal Description of Sidewalk Easement Area)

