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T&N Properties, LC
1835 South Hwy 89
Perry, Utah 84302

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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this 20th day of March, 2014, by and between Arthur C. Walunas, ("First Party") and T&N PROPERTIES, LC AND OR ASSIGNS a Utah Limited Liability Company ("Second Party").

WHEREAS, First Party is the owner of a tract of real property located in Parowan, County of Iron, State of Utah, more particularly described on Exhibit A attached hereto and incorporated by reference (the "First Party Tract"); and

WHEREAS, Second Party owns a tract of real property adjacent to and lying next to the First Party Tract, also located in Parowan, County of Iron, State of Utah, incorporated by reference (the "Second Party Tract"), which is currently being developed for Commercial and or Retail purposes; and

WHEREAS, First Party and Second Party desire to grant to each other easements of access, ingress and egress to enable each of them and their respective Permittees (as hereinafter defined) to have access over and through their respective properties as further described on Exhibit "B"; and

WHEREAS, Second Party desires to construct a driveway over a portion of the First Party Tract and First Party is willing to grant a construction easement for the construction of the driveway; and

WHEREAS, the parties have agreed that the First Party Tract will be subject to certain restrictive use covenants; and

WHEREAS, the parties desire to enter into other agreements regarding the use of their respective parcels;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Grant of Reciprocal Easements of Access, Ingress and Egress.
 - a. First Party hereby grants to Second Party, and their respective permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the First Party Tract improved from time to time for vehicular traffic, including 18-wheel tractor-trailer vehicles, (e.g., driveways

and curb cuts), which easement shall be for use by Second Party for vehicular access, ingress and egress to and from the Second Party Tract and rights-of-way adjacent to the First Party Tract. Said easement shall hereinafter be referred to as the "second Party Access Easement."

b. Second Party hereby grants to First Party, and their respective Permittees (as hereinafter defined), a perpetual, non-exclusive easement over and across those portions of which easement shall be for use by First Party or vehicular access, ingress and to and from the First Party Tract and rights-of-way adjacent to the Second Party Tract. Said easement shall hereinafter be referred to as the "First Party Access Easement."

2. Covenants Running with the Land.

a. The Second Party Access Easement herein granted by First Party to Second Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easement and restriction of record on the date hereof.

b. The First Party Access Easement herein granted by Second Party to First Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restriction of record on the date hereof.

3. Condemnation. Nothing in this Agreement shall be construed to give one party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's rights or giving the public or any government any rights. The parties may file collateral claims with the condemning authority for their losses that are separate and apart from the value of the land area and improvements taken.

4. Driveway Changes. First Party and Second Party each reserve the right to from time to time change the driveways and other traffic improvements located within their respected parcels as long as (i) such change does not materially impair the other party's use of the easements herein granted and the accessibility afforded by such easements to adjoining rights-of-way, (ii) the party making such changes to its parcel provides at least thirty (30) days prior written notice to the other party describing such changes in reasonable detail, and (iii) the party making such changes does not unreasonably interfere with business operations on the other party's parcel.

5. Indemnification. Each party shall and does hereby, indemnify and hold the other party, its legal representatives, lessees, tenants, employees, successors and assigns (all of whom shall be collectively referred to as the "Indemnitees") harmless of, from and against any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, arising in any way by any reason of the use of the easements herein granted by the indemnifying parties; provided, however, that said indemnity and hold harmless shall exclude any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of

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- whatsoever kind, whether to persons or property, caused by negligence of "Indemnitees," or any other person acting under their direction or contract with them, or other third parties.
6. Permittees. As used herein, the term "Permittees" shall mean each party hereto, and their successors in title, and each of their respective tenants, employees, contractors, customers, guests and invitees.
 7. Maintenance of Improvements. The Parties shall maintain all improvements which shall remain in good order and repaired at all times on the respective proportion of the Party Easement Premises that fall on their Parcel. All work performed on the Easement Premises shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances. The Parties hereby agrees that it shall repair any damage to the other Party's parcel caused by the other Party, or any of its employees, officers, directors, agents, contractors or any party acting on behalf of Grantee.
 8. No Dedication to Public Use. This instrument is not intended to, and should not be construed to dedicate any easement to the general public, nor shall this instrument be construed to restrict the use and development of the Second Party Parcel, except as expressly provided herein.
 9. Amendments. This Agreement may be amended only by a written instrument duly executed by the Parties.
 10. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the state where the Parcel is located.
 11. Enforcement. The terms of this agreement may be enforced by an action for injunctive relief, damages, or both, or any other remedy available under the law of the state where the Parcel is located.
 12. Attorney Fees. In connection with any litigation or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.
 13. Entire Declaration. This Agreement contains the complete understanding and Agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
 14. No Waiver. The rights of the parties shall be cumulative and the failure on the part of a party to exercise properly any rights given under this Agreement shall not operate to waive or forfeit any such rights.
 15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

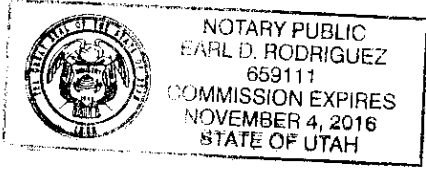
(Signature/Notary Pages attached)

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FIRST PARTY:	
By: <u>Arthur C. Valman</u>	
Print Name: <u>ARTHUR C. WALMAN</u>	
Dated: <u>4-4-2014</u>	
STATE OF UTAH COUNTY OF <u>IRON</u>	
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of _____, a _____, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced <u>DRIVERS LIC</u> as identification.	
WITNESS my hand and official seal in the County and State last aforesaid this <u>4th</u> day of <u>April</u> 2014.	
<u>Earl D. Rodriguez</u> Notary Public	
Typed, printed or stamped name of Notary Public My Commission Expires: <u>Nov. 4, 2016</u>	



SECOND PARTY:

By: [Signature]
Kurt Lund
Manager
Dated: 20th Mar 2014

STATE OF UTAH
COUNTY OF CACHE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Kurt Lund, the Manager, of T&N Properties, L.C. a Utah Limited Liability Company, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

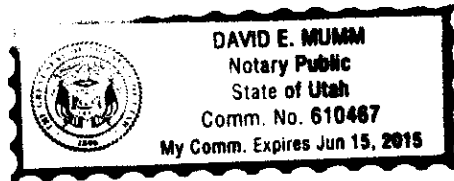
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of MAR, 2014.

Notary Public

David E. Mumm

Typed, printed or stamped name of Notary Public

My Commission Expires: 6-15-15



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EXHIBIT A

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M, THENCE N. 89°36'52" W. ALONG THE SECTION LINE 1723.98 FEET, THENCE S. 0°35'34" E. 435.47 FEET, THENCE S. 0°34'06" E. 147.58 FEET TO THE TRUE POINT OF BEGINNING, THENCE N. 89°25'24" E. 15.70 FEET, THENCE S. 0°34'06" E. 27.39 FEET TO THE NORTHERLY R/W LINE OF OLD HIGHWAY 91, THENCE S. 53°28'28" W. ALONG SAID RIGHT-OF-WAY LINE 38.79 FEET, THENCE N. 0°34'06" W. 50.17 FEET, THENCE N. 89°25'54" E. 15.70 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 1216 SQUARE FEET OF LAND.

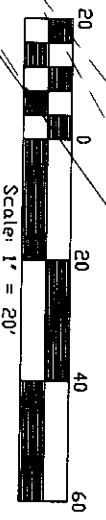
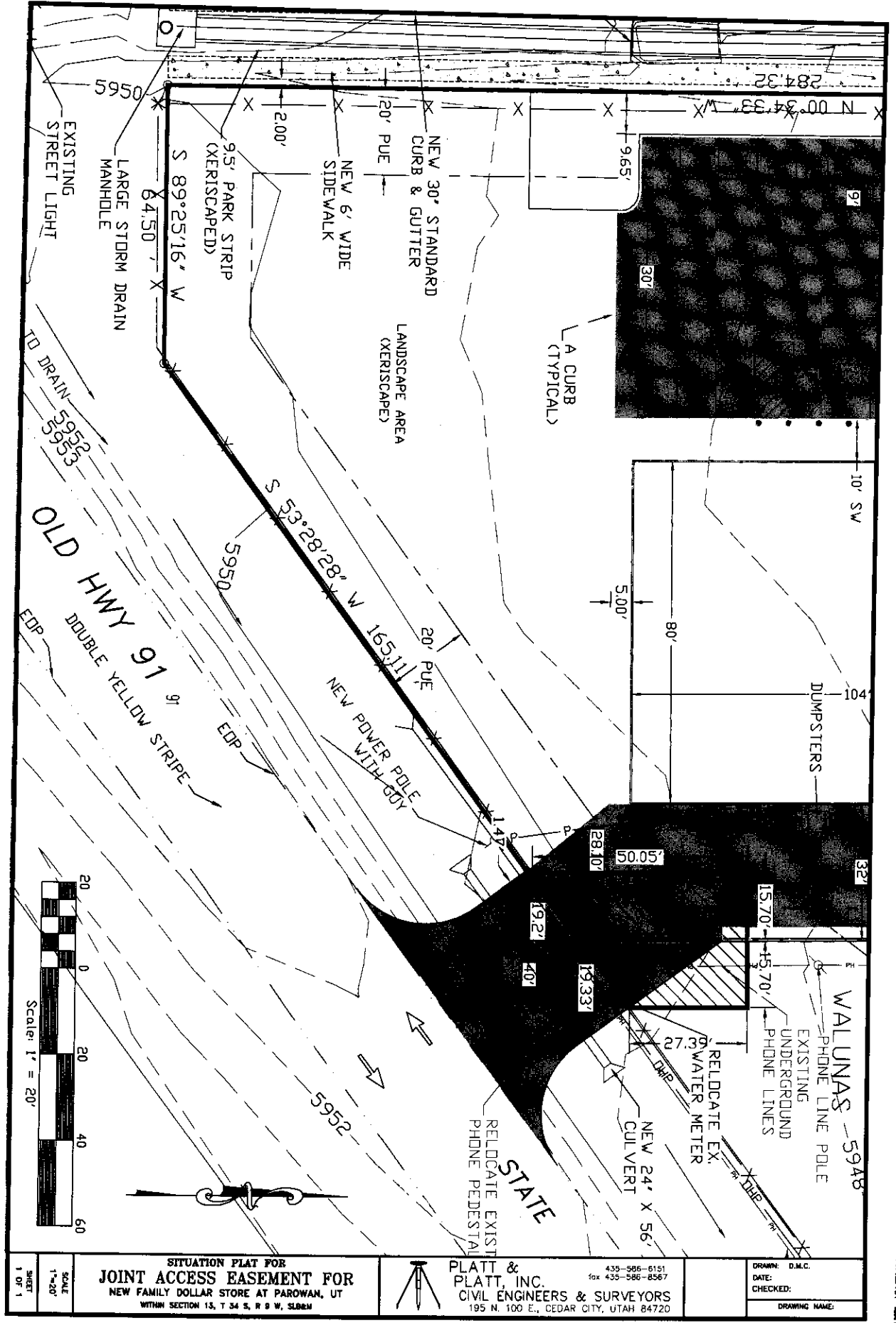
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**SITUATION PLAT FOR
 JOINT ACCESS EASEMENT FOR
 NEW FAMILY DOLLAR STORE AT PAROWAN, UT
 WITHIN SECTION 13, T 34 S, R 9 W, S182M**

**PLATT &
 PLATT, INC.**
 CIVIL ENGINEERS & SURVEYORS
 195 N. 100 E., CEDAR CITY, UTAH 84720
 435-586-6151
 fax 435-586-8567

DRAWN: D.M.C.
 DATE:
 CHECKED:
 DRAWING NAME: