AFTER RECORDING RETURN TO:

James D. Wright 2241 S 1950 E St. George, UT 84790

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Debbie B. Johnson, Iron County Recorder - Page 1 of 16 08/31/2017 09:56:48 AM By: SOUTHERN UTAH TITLE

DECLARATION AND GRANT OF EASEMENT AGREEMENT

This DECLARATION AND GRANT OF EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of the 30th day of August, 2017, by and between WRIGHT WAY INN LLC, a Utah limited liability company ("Wright Way Inn"), and J&R WRIGHT ENTERPRISES LLC, a Utah limited liability company ("Wright Enterprises"). Wright Enterprises and Wright Way Inn are referred to herein individually as a "Party" and, collectively, as the "Parties."

Wright Enterprises owns certain real property, which is located in Cedar City, Iron County, State of Utah, as more particularly described and depicted in attached *Exhibit "A"* (the "Wright Enterprises Property").

Wright Way Inn owns certain real property near, adjacent or contiguous to the Wright Enterprises Property, which also is located in Cedar City, Iron County, State of Utah, as more particularly described and depicted in attached Exhibit "B" (the "Wright Way Inn Property").

In furtherance of Wright Way Inn's ownership and use of the Wright Way Inn Property, Wright Way Inn desires to access and use (a) that portion of the Wright Enterprises Property, as more particularly described and depicted in attached Exhibit "C" (the "Sign Easement Property"), for purposes of access to, and the use, maintenance, installation, and operation of certain signage, whether pole, pylon, monument, or otherwise, on or about the Wright Way Inn Property (as applicable, the "Sign") and (b) that portion of the Wright Enterprises Property, as generally depicted in attached Exhibit "D" (the "Light Poles/Lighting Easement Property"), for purposes of the location, maintenance and operation of certain light poles/lighting, also as generally depicted in attached Exhibit "D" (collectively, the "Light Poles/Lighting"), with the understanding, acknowledgement and agreement that, substantially as shown on the survey/site plan attached Exhibit "E" (the "Site Plan"), all or any part of the Sign and/or the Light Poles/Lighting may encroach into the Wright Enterprises Property.

Subject to the terms and conditions of this Easement Agreement, Wright Enterprises is willing to grant to Wright Way Inn (a) an exclusive, perpetual easement over, across, under, and through the Sign Easement Property for access to, and the use, maintenance, installation, and operation of, the Sign (the 'Sign Easement") and (b) a nonexclusive easement over, across, under, and through the Light Poles/Lighting Easement Property for access to, and the use, maintenance and operation of the Light Poles/Lighting (the "Light Poles/Lighting Easement"), together with, for each of the Sign Easement and the Light Poles/Lighting Easement (collectively, the "Easements"), exclusive rights to use and access the Sign Easement Property, nonexclusive rights to use and access the Light Polies/Easement Property, and nonexclusive rights to use and access the Wright Enterprises Property for purposes of the Easements and, further, to construct and operate underground utility lines and related facilities and improvements as may be reasonably necessary for the use, operation, installation, and maintenance of the Sign and/or the Light Poles/Lighting (collectively, the "Utility Improvements"), upon, across, through, and under the Easement Property and/or the Wright Enterprises Property.

To these ends, and for and in consideration of the terms and conditions of this Easement Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

1. <u>Grant of Access, Use and Utility Easements</u>. Subject to the terms and conditions of this Easement Agreement, Wright Enterprises hereby grants and conveys to Wright Way Inn, for the benefit of the Wright Way Inn Property (a) an exclusive easement upon, over, under and across the Sign Easement Property for the limited purpose of constructing, locating, maintaining, repairing, replacing, installing, and operating the Sign, (b) a nonexclusive easement upon, over, under and across the Light Poles/Lighting

Easement Property for the limited purpose of constructing, locating, maintaining, repairing, replacing, installing, and operating the Light Poles/Lighting. (c) exclusive rights to use and access the Sign Easement Property, nonexclusive rights to use and access the Light Polies/Fasement Property, and nonexclusive rights to use and access the Wright Enterprises Property for purposes of the Easements and, further, to construct and operate the Utility Improvements, and (d) nonexclusive rights of ingress and egress over and across the Wright Way Ina Property for purposes thereof (collectively, inclusive of the Easements, the "Access, Use and Utility Easements"), subject, however, to the restrictions and limitations set forth in Section 2 below.

- Easement Appurtenant. Subject to the terms, limitations and conditions set forth in this Easement Agreement, the Access, Use and Utility Easements shall (a) constitute covenants running with the land; (b) be appurtenant to, and inure to the benefit of, the Wright Way Inn Property, the owners of the Wright Way Inn Property and their successors and assigns, all of which may enforce any obligations created by this Uasement Agreement; and (c) bind and burden the Wright Enterprises Property and every person having any fee, leasehold, mortgage lien or other interest in any portion of the Wright Enterprises Property, however acquired.
- 3. <u>Construction, Installation, Maintenance and Repair of Sign, Light Poles/Lighting and Utility Improvements.</u> In accordance with the terms and conditions of this Easement Agreement, the Parties agree as follows:
- shall be solely responsible for all costs and expenses to design, construct, install, operate, maintain, replace, repair, and remove any and all improvements required by Wright Way Inn in connection with its use, occupation and enjoyment of the Access, Use and Utility Easements hereby granted, including, without limitation, the Sign, the Light Poles/Lighting and the Utility Improvements (collectively, the "Easement Improvements"), such that, unless otherwise agreed to by the Parties, in writing, and except for any damage caused by or under Wright Enterprises, Wright Enterprises shall not have any obligation, cost or otherwise, for any part or all of the Easement Improvements. In this connection, Wright Way Inn shall have the right, but not the obligation, to improve and maintain the Easement Property, at its cost and expense, as and to the extent reasonably necessary to cusure the use and enjoyment of the Access, Use and Utility Easements granted under this Easement Agreement.
- (b) Wright Enterprises shall have the right to monitor the installation, construction, maintenance and/or repair, as applicable, of any and all of the Easement Improvements; provided that Wright Enterprises' right to so monitor and review plans and specifications relating to the Easement Improvements shall be solely for Wright Enterprises' own benefit and Wright Enterprises shall have no duty to ensure that the same comply with any legal or insurance requirements. In connection with any such work (the "Work"), Wright Way Inn shall not suffer or permit all or any part of the Easement Property to be used for the storage of construction materials or for the staging of any construction, maintenance and repair work for any Easement Improvements, or otherwise, without the prior written consent of Wright Enterprises. Further, except as and to the extent necessary for the use and operation, or servicing, thereof, and except for the Sign and the Light Poles/Lighting, together with any support structures or other components therefor that reasonably need to be located above-ground or at surface level, any and all Utility Improvements shall be located underground within the Utility Easement and shall be buried under at least twenty-four (24) inches of cover.
- (c) Wright Way Inn's Work shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules, and regulations and other requirements of any governmental authorities having jurisdiction over Wright Enterprises' Property, including, without limitation, all permitting, consent and approval requirements of such authorities (as and to the extent

applicable, "Applicable Laws"). Further, all building permits and other permits, licenses, permissions, consents and approvals required to be obtained from governmental agencies or third parties in connection with the Easement Improvements, including without limitation any improvements, modifications, repairs, or replacements thereof, shall be the sole responsibility, cost or otherwise, of Wright Way Inu and shall be secured as required by Applicable I aws. Wright Enterprises agrees to cooperate reasonably with Wright Way him in obtaining such permits and approvals as and to the extent reasonably required by Wright Way Inn, so long as Wright Enterprises shall not incur any third party costs or expenses therefor. In addition, such cooperation by Wright Enterprises shall not be construed as any consent of any kind or nature to the filing or enforcing against any part of the Wright Enterprises Property of any mechanic's, materialman's, contractor's, subcontractor's, or repairman's lien, claim or encumbrance arising from any Easement Improvements. Except as and to the extent otherwise agreed in writing by the Parties, all Easement Improvements shall remain solely the property of Wright Way Inn: provided that, notwithstanding the foregoing. Wright Way Inn shall not permit any lien or claim of preconstruction, construction, mechanics. laborers or materialmen to be filed against the Wright Enterprises Property, or any part thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Wright Way Inn. Notwithstanding the foregoing, if any lieu is so filed against the Wright Enterprises Property, within thirty (30) days after the date of the filing or recording of any such lien, Wright Way Inn shall cause the same to be paid and discharged of record, or, if Wright Way Inn contests the amount allegedly due or the right of the lienor to make its lien claim, Wright Way Inn shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Wright Enterprises to protect Wright Enterprises from any damage resulting from the lieu during the entire time of any proceeding in which Wright Way Inn contests the lien.

- Utility Easements hereby granted. Wright Way Inn. or any party acting by, through or under Wright Way Inn, damages or destroys any landscape, hardscape, street, road, sidewalk or other improvements of Wright Enterprises, Wright Way Inn shall repair or replace such damaged or destroyed improvements within thirty (30) days of the date such damage occurred to a condition substantially identical to that existing before any such damage or destruction; provided, however, if the repair or replacement work will require more than thirty (30) days to complete, Wright Way Inn shall have additional time as may be required by the circumstances, not to exceed ninety (90) days, to complete such work, so long as Wright Way Inn shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion; and provided that, except with the advance, written consent of Wright Way Inn, which may be withheld, conditioned or delayed in Wright Way Inn's sole discretion, Wright Enterprises shall not erect any structures, hardscape or plant any vegetation which would interfere with, obstruct or prevent the use and enjoyment of the Access, Use and Easements granted under this Easement Agreement.
- Inn shall take or cause to be taken such actions as may be reasonably necessary or appropriate to, at Wright Way Inn's sole cost and expense, remove from the Wright Enterprises Property and, as determined to be necessary or appropriate by Seller in its sole discretion, relocate to the Wright Way Inn Property the Light Poles/Lighting and, following any such removal and/or relocation, the Light Poles/Lighting Easement, together with, as and to the extent relating to the Light Poles/Lighting Easement, but not otherwise, the Access, Use and Utility Easement, shall terminate and, thereafter, be of no further force and effect. As and to the extent reasonably requested by Wright Enterprises following any such removal and termination, Wright Way Inn shall executed and deliver such instruments, suitable for recording, as may be reasonably necessary or appropriate to confirm any such termination.
- (f) In the event that, following the date hereof, Wright Enterprises shall desire to convey to Wright Way Inn, for no additional consideration, the Sign Ensement Property, then Wright Enterprises shall take or cause to be taken such actions as may be necessary or appropriate to, at Wright

Enterprises' sole cost and expense, adjust the common boundary between the Wright Way Inn Property and the Wright Enterprises Property, with the consent and approval of, to the extent necessary or appropriate. any governmental authority having jurisdiction over the Wright Way Inn Property and the Wright Enterprises Property, such that the Sign Easement Property shall become, free and clear of any and all liens, claims, restrictions, conditions, or encumbrances of any kind or nature (except as may be approved or consented to by, in its sole discretion, Wright Way Inn, and as confirmed, by title insurance or otherwise. without cost or expense to Wright Way Inn, to the satisfaction of Wright Way Inn), part and parcel of the Wright Way Inn Property. In any such event, as confirmed in writing by Wright Way Inn and Wright Enterprises in connection with any such boundary adjustment, but not otherwise, then the Sign Easement, together with, as and to the extent relating to the Sign Easement, but not otherwise, the Access. Use and Utility Easement, shall terminate and, thereafter, be of no further force and effect. As and to the extent reasonably requested by Wright Enterprises following any such removal and termination, Wright Way Ian shall executed and deliver such instruments, suitable for recording, as may be reasonably necessary or appropriate to confirm any such termination. In the event that Wright Enterprises determines to pursue any such common boundary adjustment, Wright Way Inn, as and to the extent reasonably required therefor and so long as Wright Way Inn can do so without cost or expense to Wright Way Inn, shall cooperate with Wright Enterprises' efforts in that regard.

- In the event that Wright Way Inn fails to maintain or repair any of the Easement Improvements or fails to repair any damages caused by, or under, Wright Way Inn to the Easement Property, the Wright Enterprises Property, or any improvements or property located thereon, Wright Enterprises shall have the right, upon thirty (30) days' prior written notice to Wright Way Inn (and except in the event Wright Way Inn shall repair any such damages within any such thirty (30) day period or, in the event more than thirty (30) days shall be required to complete any such repairs, Wright Way Inn shall have commenced such repair within such thirty (30) day period and, then, diligently prosecute the same to completed and, in any such event, Wright Way Inn shall reimburse Wright Enterprises for undertaking the repair work for the total cost thereof within thirty (30) days after receipt of written notice therefor, which notice shall include written evidence of such incurred costs. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to any other rights or remedies to which Wright Enterprises may be entitled under this Easement Agreement, Wright Way Inn shall pay interest on any such unpaid amounts, until paid in full, at the rate of twelve percent (12%) per annum.
- 5. <u>General Limitations</u>. This Easement Agreement and the rights and privileges granted hereunder shall be subject to and/or limited as follows:
- (a) The use of the Access, Use and Utility Easements granted herein shall be limited to the uses set forth in this Easement Agreement, and Wright Way Inn's rights under this Easement Agreement shall not be exercised in any manner which, to the extent reasonably practicable (exigent circumstances, to the extent necessary, excepted), unreasonably interferes with (i) any other purposes for which the Wright Enterprises Property is being, or will be, used, or (ii) with any and all existing rights and easements relating to the Wright Enterprises Property or any part thereof.
- (b) Wright Enterprises reserves the right to make any use of the Lasement Property so long as any such use does not unreasonably interfere with, or adversely affect, the rights, obligations and interests which are herein granted to Wright Way Inn. Wright Enterprises also retains the right, in its sole discretion, to grant permits, licenses and easements over, across, upon and or under the Wright Enterprises Property to any person or entity for any purpose, , so long as the same are not inconsistent with the rights and privileges granted under this Lasement Agreement.

- (c) Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public or for any other public purpose whatsoever.
- harmless Wright Enterprises and its trustees, representatives, members, subsidiaries, affiliates, officers, shareholders, employees and agents (collectively, the "Wright Enterprises Parties"), from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings caused to the Wright Enterprises Property and/or Wright Enterprises, arising from or due to Wright Way Inn's (inclusive of Wright Way Inn's representatives, members, subsidiaries, affiliates, officers, shareholders, employees, comractors and agents (collectively, the "Wright Way Inn Parties") (a) use, enjoyment or occupation of the Easement Property; (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement; and/or (c) exercise of the rights and privileges herein granted.
- 7. Termination. Wright Way Inn may elect at any time to terminate its use of the Easement Property and this Easement Agreement by providing written notice to Wright Enterprises of such termination, in which event this Easement Agreement shall terminate. In connection with the termination of this Easement Agreement, Wright Way Inn shall execute and deliver to Wright Enterprises, suitable for recording, a termination of this Easement Agreement, to evidence such termination and to remove any encumbrance therefor on the Wright Enterprises Property.

8. Miscollaneous.

- (a) <u>No Waiver: Severability</u>. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.
- (b) Counterparts; Successors and Assigns; Recitals and Exhibits; Notices. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference. All notices and consents permitted or required under this Easement Agreement must be in writing and shall be delivered in person (receipted), by first class, registered or certified mail, by facsimile (confirmed), or by nationally-recognized, overnight courier to the other Party at the last known address of the Party, or at such address as a Party may specify for itself by written notice as provided herein.
- (c) Integration: Amendments: Governing Law. This Easement Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Easement Agreement shall be recorded in the Office of the Iron County, Utah Recorder (the "Official Records") and, further, may not be modified except with the consent of Wright Enterprises and Wright Way Inn and, then, only by written instrument duly executed by the Parties and, further, recorded in the Official Records. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party, and shall be governed by and construed in accordance with the laws of the State of Utah.
- (d) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection

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with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

	1&1	R WRIGHT I	ENTERPRISES LLC, a Utah limited liability company
			By: Delle De
	WRIG	3HT WAY D	INN LLC, a Utah limited liability company
			Wright Family Limited Parmership, a Utah limited partnership ber and Manager
			By: Description O Walf Title: GEN VALTMER
STATE OF U	rall Washingtor) : ss.))	
The formation by James limited partner completes B. Notar	regoing Easem D. WY. Sh.t ship and the M STINNETT y Public Of Utah	ent Agreeme , Gene ember/Mana	ent was acknowledged before me this 30 day of August, 201 neral Partner of J&K Wright Family Limited Partnership, a Uta ager of WRIGHT WAY INN LLC, a Utah limited liability NOTARY SIGNATURE AND SEAL
		: 88.	

JESSIE B. STINNETT
Notary Public
State Of Utah
by Commission Expires 06-20-2021
COMMISSION NO. 695496

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Exhibit "A"

(Legal Description and Depiction of the Wright Enterprises Property)

Property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 0°13'25" EAST ALONG THE CENTER QUARTER LINE 376.50 FEET AND NORTH 80°42'24" EAST 109.36 FEET FROM THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN TO THE TRUE POINT OF BEGINNING: THENCE NORTH 89°42'24" EAST 280.80 FEET TO THE POINT OF A CURVATURE OF A 15.00 FOOT RADIUS CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 23.53 FEET THROUGH A CENTRAL ANGLE OF 89°53'33" TO THE POINT OF TANGENCY; THENCE SOUTH 0°24'03" EAST 263.72 FEET; THENCE SOUTH 89°35'57" WEST 296.28 FEET; THENCE NORTH 0°17'45" WEST 279.25 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE WRIGHT ENTERPRISES PROPERTY.

TAX ID No. B-0020-0006-0000

海绵 经销售 医克雷氏管

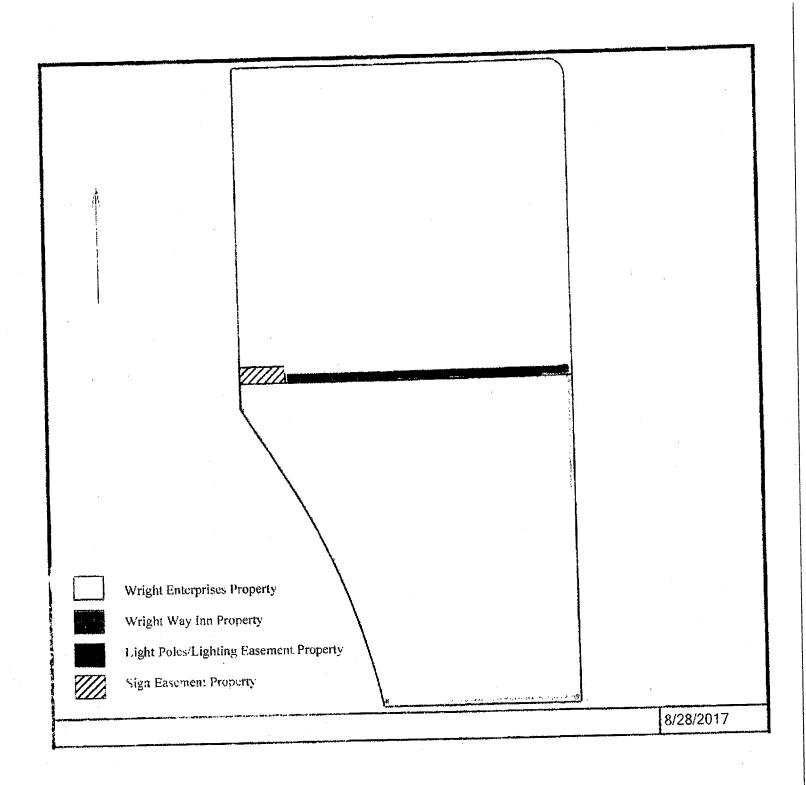


Exhibit "B"

(Legal Description and Depiction of the Wright Way Inn Property)

Property located in Iron County, Utah, more particularly described as follows:

BEG AT PT WH IS S0°13'25"E ALG CTR 1/4 LN 376.50 FT; N89"42'24"E 109.36 FT; S0°17'45"E 279.25 FT FR CTR 1/4 COR SEC 10.T36S.R11W, SLM TO TRUE POB; N89°35'57"E 296.28 FT TO W R/W LN OF 1100 W ST; S0°24'03 'E ALG SD R/W LN 292.00 FT; S89°41'48"W 176.84 FT TO ELY N/A IN OF 1 15 SD PT BE ON 632.96 FT RADIUS CURV, CTR BEARS S78°12'57"W; N'LY ALG ARC OF SD CURV TO LEFT 222.90 FT THRU CENTRAL ANGLE OF 20°10'36" TO P.O.T.; N31°57'41"W ALG SD N/A LN 73.21 FT; N0°17'45 'W 22.96 FT TO POB

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BUDISCLOSED BY A RECORD EXAMINATION OF TITLE AND OR A PHYSICAL INSPECTION OF THE WRIGHT WAY INN PROPERTY.

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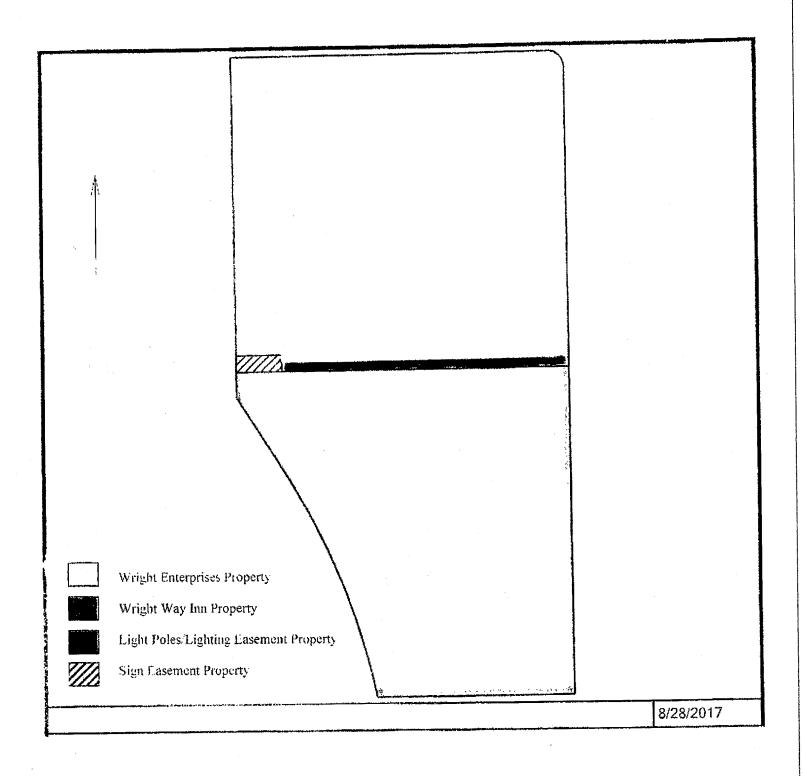


Exhibit "C"

(Legal Description and Depiction of the Sign Easement Property)

Property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT THE CENTER 1/4 CORNER OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S. 0°13'25" E. ALONG THE 1/4 SECTION LINE 376.50 FEET, THENCE N. 89°42'24" E. 109.36 FFET, THENCE S. 0°17'45" E. 264.25 FEET TO THE TRUE POINT OF BUGINNING, THENCE N. 89°35'57" F. 40.00 FEET, THENCE S. 0°17'58" E. 15.00 FEET, THENCE S. 89°35'57" W. 40.00 FEET, THENCE N. 0°17'45" W. 15.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE WRIGHT ENTERPRISES PROPERTY.

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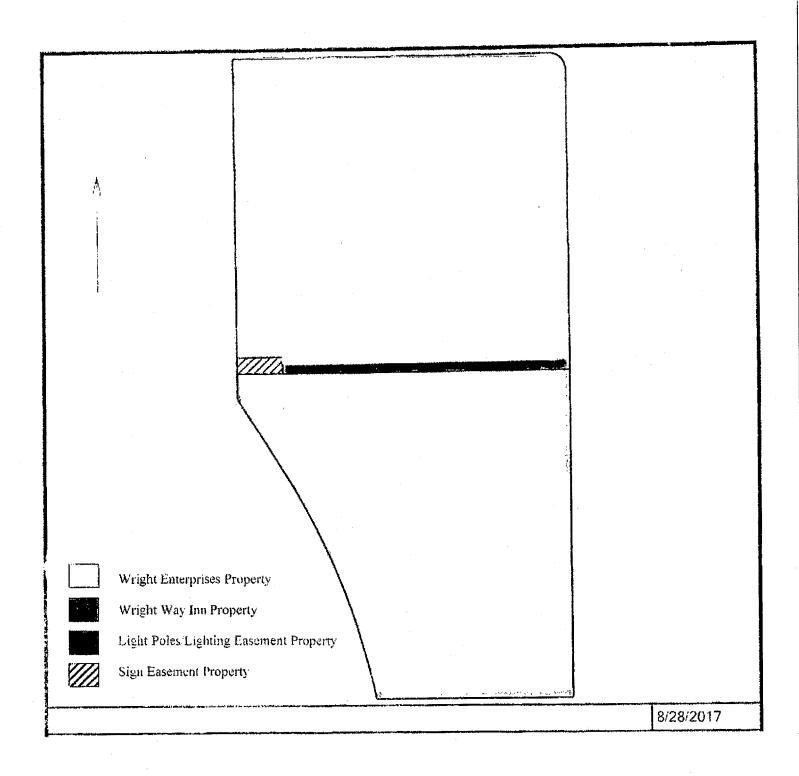


Exhibit "D"

(Depiction of the Light Poles Lighting Easement Property)
(see attached)

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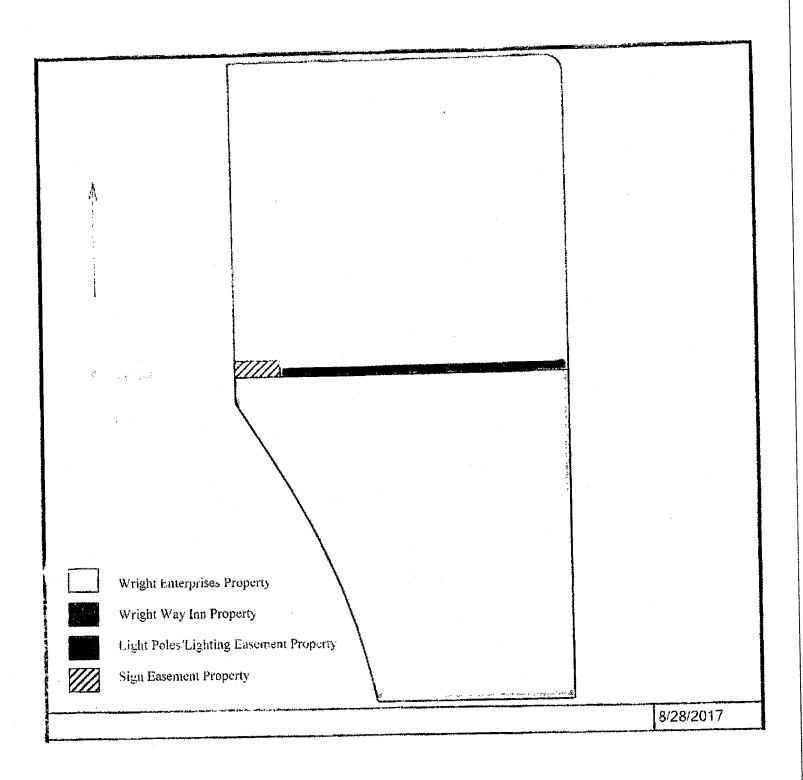


Exhibit "E"

(Site Plan - Depiction of the Sign and Light Poles Lighting)

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