

APN: A-0772-0013-0000

Recording Request By  
Jenkins Oil Company, Inc.  
and When Recorded Return To:

Jenkins Oil Company, Inc.  
1100 W. Industrial Road  
Cedar City, Utah 84721

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(Space Above the Line for Recorder’s Use Only)

**GRANT OF EASEMENT**

This Grant of Easement (“Agreement”) is hereby made and entered into the 29th day of March, 2024, by and between Foster’s Development, Inc., a Utah corporation, and Fostco, Inc., a Utah corporation (jointly “Fosters” or “Grantors”) and Jenkins Oil Company, Inc., a Utah corporation (“Jenkins” or “Grantee”).

RECITALS

- A. Fosters is a Utah corporation which owns real property identified as assessor’s parcel number A-0772-0013-0000, located near the intersection of Minersville Highway and 4600 North Street, in Enoch, Utah (“Foster Property”).
- B. Jenkins is purchasing the real property located at 4617 North Minersville Highway, Enoch, Utah (“Jenkins Property”) from Fosters, which runs adjacent to the Foster Property.
- C. In order for Jenkins to access the Jenkins Property and to potentially install and maintain utilities to the Jenkins Property, it is necessary for Jenkins to obtain from Fosters an appropriate easement as described herein (the “Easement”).
- D. The parties now desire to formalize their agreement, and to more fully define their respective rights and responsibilities with respect to this agreement between Jenkins to Fosters.

AGREEMENT

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the parties hereby expressly agree as follows:

- 1. DESCRIPTION OF EASEMENT. Grantors hereby expressly grant to Grantee a thirty-foot wide exclusive perpetual easement and right of way over, across, under, and upon the Foster Property in the location specifically described as the “Easement” as set forth in Exhibit “A” incorporated herein by this reference, which Easement may be used by Jenkins, their successors, assigns and their licensees and guests for access to, and use of, the Jenkins Property, including for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement,

and removal of any and all utilities. This easement is to run with the land and is to be bound, and to bind all heirs, successors and/or assigns, to the terms hereof. If the controlling Department of Transportation (“DOT”) changes or otherwise alters the required access to the Foster Property or the location thereof, this easement shall automatically and without any other or additional requirement, move to the new location as dictated by the DOT.

2. TERM. The Easement granted hereunder shall be perpetual, for the benefit of Jenkins, its heirs, successors and assigns, and shall further run with the land.

3. CONSTRUCTION, MAINTENANCE, AND REPAIR. Jenkins shall have the right, but not the obligation to construct, at their sole expense, improvements upon the Easement, including, but not limited to asphalt or concrete surfacing, curb, gutter and sidewalk, and other related improvements.

4. REMEDIES. In the event either party fails to perform in accordance with the terms of this Agreement or in the event a dispute arises under this Agreement, in addition to any other remedies available to a party, the prevailing party shall be entitled to recover reasonable attorney’s fees, costs, and expenses incurred before suit, during suit, and on appeal.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

6. SECTION HEADINGS. The Section headings of this Agreement are for convenience and reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.

7. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles and any action to enforce or interpret this Agreement or to collect damages arising hereunder shall be brought and maintained in Iron County, State of Utah, and the parties expressly consent to personal jurisdiction and venue in such courts for all purposes hereunder.

8. SEVERABILITY. If any of the provisions of this Agreement are held by a court or other tribunal having jurisdiction to be unenforceable, the parties intend that the provision shall be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect; provided, however, that if the unenforceability of any provision substantially impairs the economic value of this Agreement to either party and the other party refuses to offer a modification of the Agreement that approximates the economic effect and intent of the provision, the affected party shall have the right to declare this Agreement void.

*Continued on following page.*

EXHIBIT "A"  
DESCRIPTION OF EASEMENT

APN: A-0772-0013-0000

TOGETHER WITH THE FOLLOWING DESCRIBED 30-FOOT WIDE ACCESS AND UTILITY EASEMENT: BEGINNING AT A POINT SITUATED S.89°19'06"E. ALONG THE SECTION LINE 1339.86 FEET AND S.0°03'55"W. ALONG THE WEST RIGHT-OF-WAY LINE OF SR-130 824.28 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; THENCE N.89°57'19"W. 45.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE S.0°03'57"W. 232.46 FEET, THENCE N.89°56'05"W. 30.00 FEET, THENCE N.0°03'57"E. 232.45 FEET, THENCE S.89°57'19"E. 30.00 FEET TO THE TRUE POINT OF BEGINNING.

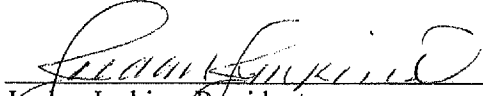
CONTAINS 6,974 SQUARE FEET.

TOGETHER WITH A 20-FOOT WIDE PUBLIC UTILITY EASEMENT AND SHARED ACCESS EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SITUATED S.89°19'06"E. ALONG THE SECTION LINE 1339.86 FEET AND S.0°03'55"E. ALONG THE WEST RIGHT-OF-WAY LINE OF UT-130 804.28 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M THENCE S.0°03'55"W. 20.00 FEET, THENCE N.89°57'19"W. 337.14 FEET, THENCE N.0°03'56"E. 20.00 FEET, THENCE S.89°57'19"E. 337.14 FEET TO THE POINT OF BEGINNING.


IN WITNESS WHEREOF, the parties have executed this Agreement.


Jenkins Oil Company, Inc.

  
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Jordan Jenkins, President  
Dated 03-29-24

Grantors:  
Fosters Development, Inc.

Fostco, Inc.

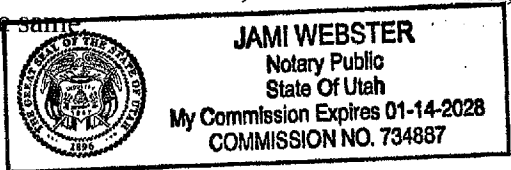
  
\_\_\_\_\_  
By:  
Its: President  
Dated 3-29-24

  
\_\_\_\_\_  
By:  
Its: President  
Dated 3-29-24

Attached to that certain Grant of Easement executed by Foster's Development, Inc., a Utah Corporation and Fostco, Inc., a Utah Corporation as Grantors to Jenkins Oil Company, Inc., a Utah Corporation as Grantee.

STATE OF UTAH )
SS
COUNTY OF IRON )

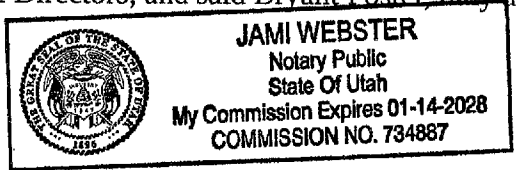
On the 29th day of March, 2024, personally appeared before me Neil Foster, who being by me duly sworn did say that he is the President of Foster's Development, Inc., a Utah Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Neil Foster, duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
My Commission Expires: 1/14/28
Residing In: Cedar City, Utah

STATE OF UTAH )
SS
COUNTY OF IRON )

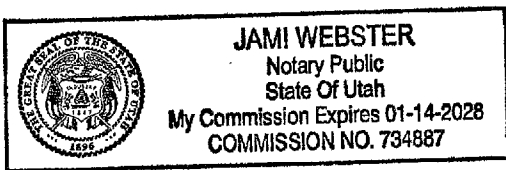
On the 29th day of March, 2024, personally appeared before me Bryant Foster, who being by me duly sworn did say that he is the President of Fostco, Inc., a Utah Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Bryant Foster, duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
My Commission Expires: 1/14/28
Residing In: Cedar City, Utah

STATE OF UTAH )
SS
COUNTY OF IRON )

On the 29th day of March, 2024, personally appeared before me Jordan Jenkins, who being by me duly sworn did say that he is the President of Jenkins Oil Company, Inc., a Utah Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Jordan Jenkins duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
My Commission Expires: 1/14/28
Residing In: Cedar City, Utah