



WHEN RECORDED, PLEASE RETURN TO:

WESTERN STATES VENTURES, LLC  
c/o Walter J. Plumb IV  
90 South 400 West, Suite 360  
Salt Lake City, UT 84101

ENT 112115:2012 PG 1 of 10  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Dec 19 4:56 pm FEE 29.00 BY EO  
RECORDED FOR WESTERN STATES VENTURE

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT (this "Agreement") is made this 19<sup>th</sup> day of December, 2012, by and between DON CURTIS MARRHAM, as LUARD MARRHAM ("Grantor"), and WESTERN STATES VENTURES, LLC, a Utah limited liability company ("Grantee").

**RECITALS**

A. Grantee is owner in fee simple of certain real property as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference for all purposes (the "Grantee Property"). Grantor is the owner in fee simple of certain real property which is located adjacent to the Grantee Property (the "Grantor Property").  
*in the vicinity of Don Cur*

B. Grantor has agreed to grant and convey to the Grantee an exclusive perpetual easement and right-of-way over, across and under the property more particularly described in Exhibit "B" which is attached hereto and incorporated herein for all purposes (the "Easement Property"). Such easement shall be for the use and benefit of the following parties ("Benefited Parties"): (a) Grantee and its respective successors and assigns; and (b) all tenants, subtenants, guests, employees, agents, customers, invitees and concessionaires of Grantee.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, the sum of Ten Dollars paid by Grantee to Grantor, the mutual covenants contained herein, and other good and valuable consideration, including a cash payment from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual exclusive easement and right-of-way over, across, under and to the Easement Property for the installation, construction, operation, repair and maintenance of water and sewer lines existing now or in the future (the "Easement").

2. Easement Appurtenant to Grantee Property. The Easement shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof.

3. Construction, Maintenance and Replacement; Liens. Grantee shall be responsible to install, construct, maintain, service and improve at its own expense the water and sewer lines serving the Grantee Property. Grantee shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by any Benefited Party related to the Easement Property. Within thirty (30) days after Grantee receives notice of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record. Grantor shall not permit any lien or claim of mechanics or laborers to be filed against the Easement Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantor related to the Easement Property. Within thirty (30) days after Grantor receives notice of the filing or recording of any such lien, Grantor shall cause the same to be paid and discharged of record. If Grantee shall install any water and/or sewer lines within the Easement Property, then Grantee shall, at its sole cost and expense, restore the Easement Property to the condition existing prior to installation of such water and/or sewer lines. The existing surface of the Easement Property is currently utilized by the Grantor as access to the Grantor Property. As of the date of this Agreement, the surface consists of graded gravel. Upon completion of any work at the Easement Property, Grantee shall restore the surface to a similar graded gravel surface capable of serving Grantor's access use. In the event of subsidence after construction, Grantee shall bring in additional gravel to maintain the surface of the Easement Property as a drivable access to the Grantor Property and residence as provided in this Section 3. Grantee shall also provide and install a gate in the fence line on the south boundary of the Grantor Property and will connect the gate to the existing fence line. The gate selection shall be subject to the approval of Grantor and such approval shall not be withheld unreasonably.

4. Grantor's Reservation of Rights. Grantor reserves unto itself the right to cross over the Easement Property so long as such other uses do not unreasonably interfere with Grantee's use of the Easement Property for the purposes herein granted. There shall be no unreasonable impairment, restriction or obstruction of the use and enjoyment of the Easement as provided herein, and no buildings, fences, walls, guardrails or other obstructions shall be erected over, across, upon, under or through the Easement Property. Notwithstanding the above, Grantee acknowledges that Grantor is currently using the graveled surface of the Easement Property as part of their access to the Grantor Property and that there is currently a utility easement for electricity that crosses the Easement Property. Grantee warrants that its use of the Easement will not restrict in any material fashion, Grantor's current use of the surface of the Easement Property as access to the Grantor Property or the existing easement for electricity. Grantor hereby agrees not to grant any additional easement for a sewer or water line across the Grantor Property to any third party.

5. Grantor's Right for Connection Access. Grantor hereby reserves the right to access any sewer or water line installed by Grantee within the Easement Property without any payment to Grantee for utilizing a portion of the capacity in the lines. Grantor's right for access to such lines is subject to the actual available capacity in the lines as determined by Grantee's then existing needs and the needs for such lines to service any anticipated future development by

Grantee of the Grantee Property. Grantor or Grantor's assignees will be responsible for the payment of any governmental fees for connection and or sewer or water service.

6. Costs and Expenses. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

7. Indemnity. Grantee shall indemnify and hold harmless Grantor, its members, partners, directors, officers, agents, contractors and employees, free from or against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising from the use of the Easement Property, except for any such liability, loss, damage, costs and expenses to the extent arising from the acts of Grantor.

8. Covenants to Run With the Land. Subject to the terms of this Agreement, the Easement shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

9. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property, or any portion thereof, to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein, and that the Easement Property at all times maintain its ownership and character as a private thoroughfare.

10. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

11. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Easement Property by Grantee and Grantor.

12. No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

14. Duration and Amendment. This Agreement and the Easement shall be perpetual. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in the office of the Utah County Recorder. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded in the office of the Utah County Recorder.

15. Recitals. The Recitals set forth above shall be binding upon the parties to this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute the Agreement.

17. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

18. Enforcement. Each party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement, and if that party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees.

19. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

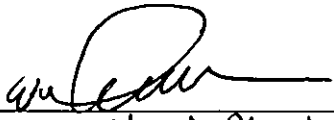
20. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

*[Signature Page to Follow]*

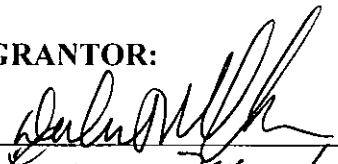
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**GRANTEE:**

WESTERN STATES VENTURES, LLC, a Utah  
limited liability company

By:   
Name: Walter J. Plunk 15  
Its: manager

**GRANTOR:**

, a  
Lucyne Markham

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

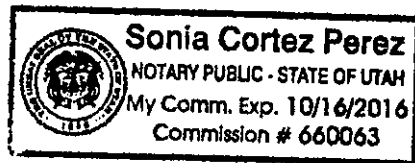
STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2012, by WALTER PUMPH the MANAGER of WESTERN STATES VENTURES, LLC, a Utah limited liability company.



NOTARY PUBLIC  
Residing at: DAVIS COUNTY

My Commission Expires:  
10-16-16



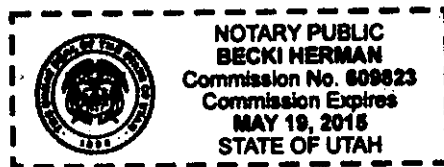
STATE OF Utah )  
:SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 19 day of December 2012, by \_\_\_\_\_ the \_\_\_\_\_ of Don Markham, and Lvanne Markham.



NOTARY PUBLIC  
Residing at: Saratoga Springs

My Commission Expires:  
5/19/15



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTEE PROPERTY**

**As Surveyed Boundary Description:**

Beginning at a point on the East Right-of-way line of State Highway 73, said point lies South 00°18'06" West 956.37 feet along the East Section Line of Section 19, and West 935.26 feet from the East Quarter Corner of Section 19, Township 6 South, Range 1 East, Salt Lake Base & Meridian, and running thence along said East Right-of-way line the following two (2) courses: 1) North 31°14'56" West 623.47 feet, 2) North 25°01'05" West 938.84 feet to an existing found property corner; thence North 89°55'55" East 1660.92 feet to an existing found property corner; thence South 00°01'14" West 429.14 feet to the East Quarter Corner of said Section 19; thence North 89°41'49" East 584.73 feet; thence South 08°24'55" East 968.15 feet; thence South 89°55'55" West 1666.71 feet to beginning.

Contains 2,459,817 sf or 56.47 acres



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF EASEMENT PROPERTY**

A 20' easement, 10' either side of described centerline below.

BEGINNING at a point that is N 00°01'13" E 1,512.43 feet along the Section line and West 469.52 feet from the East ¼ Corner of Section 19, Township 6 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North property line of Parcel 16:003:0022 and running thence S 02°02'12" W 195.83 feet more or less to the South property line of Parcel 16:003:0022



SARATOGA CITY	<b>SAILHOUSE</b>	
	<b>SEWER TIE IN EASEMENT</b>	
	(Mendenhall #2 property)	
	Saratoga Springs, Utah	
11-8-12		DBASE-Sugar Plumb (Mendenhall)
PLOT DATE	PROJECT NUMBER	DRAWING FILE



**GATEWAY CONSULTING, inc.**

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 paul@gatewayconsultingllc.com

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