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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MITCHELL BARLOW
NINE EXCHANGE PLACE, STE 600
SLC UT 84111
BY: DSA, DEPUTY - WI & P.

When recorded, return to:

W. Michael Black
Mitchell Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

RIGHT OF WAY AND UTILITY EASEMENT AGREEMENT

THIS RIGHT OF WAY AND UTILITY EASEMENT AGREEMENT (this "Agreement") is made and executed ~~June 23rd~~^{July 23rd}, 2020 (the "Effective Date"), by and between E.G. Utah, LLC, a Utah limited liability company ("Grantor"), and Covent Garden Holdings, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. Grantor owns certain real property ("Grantor Property") located in Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property ("Grantee Property") located in Salt Lake County, Utah, as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantor desires to grant Grantee and access and utility easement on a portion of Grantor's Property as more particularly described on Exhibit C and as depicted on Exhibit D.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Access Easement. Grantor, as the owner of the Grantor Property, hereby conveys to Grantee, as the owner of the Grantee Property, and its agents, invitees, and guests ("Grantor's Agents"), a perpetual, non-exclusive easement on, over, across and through the portion of the Grantor Property more particularly described on Exhibit C, and depicted on Exhibit D (such area, the "Easement Area"), for the purpose of providing free, continuous and uninterrupted access and use for vehicular, pedestrian and other ingress and egress.

2. Grant of Utility Easement. Grantor, as the owner of the Grantor Property, hereby conveys to Grantee, as the owner of the Grantee Property, and Grantor's Agents, a perpetual, non-exclusive easement, on over, across, under and through the Easement Area, to locate, survey, upgrade, expand, entrench, maintain, repair, replace, protect, pave, inspect and operate below ground utility lines serving the Grantee Property. Grantee agrees to pay Grantor \$7500.00 in form of a check after fully execution of this agreement. Grantor agrees to sign an easement agreement with South Valley Sewer District. Grantee also agrees a 6 inch diameter lateral to be placed on the

North West corner of the Grantor Property, subject to design and other requirements from South Valley Sewer district.

3. Covenants Run with Land. The easements and obligations imposed hereunder shall be appurtenant to the Grantor Property and the Grantee Property and shall be covenants running with the land and shall be binding upon the owner of the Grantor Property and the Grantee Property and their successors-in-title.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

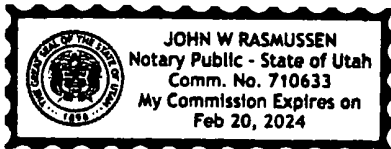
E.G. Utah, LLC

By: [Signature]
Name:
Title: OWNER

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On June 29, 2020, before me, a notary public in and for the State of Utah, personally appeared Edward Golub, who represented to me that he is a Manager of E.G. Utah, LLC, and that he executed the foregoing instrument in his capacity as a Manager of E.G. Utah, LLC.

WITNESS my hand and official seal.



[Signature]
Notary Public for Utah

GRANTEE:

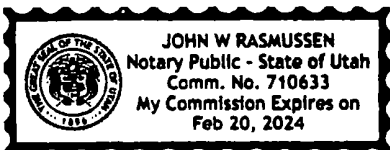
Covent Garden Holdings, LLC

By: [Signature], MANAGER
Name: MATTHEW KELLY
Title: MANAGER

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On June , 2020, before me, a notary public in and for the State of Utah, personally appeared Matthew Kelly, who represented to me that he is a Manager of Covent Garden Holdings, LLC, that he executed the foregoing instrument in his capacity as a Manager of Covent Garden Holdings, LLC.

WITNESS my hand and official seal.



[Signature]
Notary Public for Utah

EXHIBIT A

(Grantor Property)

BEGINNING at a point which is South 89°36'28" West 1320.00 feet from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°36'28" West 156.75 feet; thence South 0°05'10" West 277.89 feet; thence North 89°36'28" East 156.75 feet; thence North 0°05'10" East 277.89 feet to the point of beginning.

Subject to and together with the following described Right of Way:

Commencing at a point South 89°36'28" West 1451.75 feet from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°36;28" West 50.00 feet; thence South 0°05'10" West 277.89 feet; thence North 89°36'28" East 50.00 feet; thence North 0°05'10" East 277.89 feet to the point of beginning.

Sidwell No.: 33-11-400-007

EXHIBIT B

(Grantee Property)

Beginning at a point which is South 277.89 feet and South 89°36'28" West 1,320 feet, more or less, from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°05'10" West 1,042.11 feet; thence South 89°36'28" West 209.00 feet; thence North 00°05'10" East 1,042.11 feet; thence North 89°36'28" East 209.00 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO the following described right-of-way over, upon and across the following described tract of land, which right-of-way shall inure to the benefit of the land bordering on the West; to-wit:

Commencing at a point which is South 89°36'28" West 1,451.75 feet from the East quarter corner of said Section 11, and running thence South 89°36'28" West 50.00 feet; thence South 0°05'10" West 277.89 feet, more or less, to the North boundary of the above-described tract; thence South 89°36'28" West 27.25 feet along said North boundary to the Northwest corner of said tract; thence South 0°05'10" West 50.00 feet along the West boundary of said tract; thence North 89°36'28" East 77.25 feet; thence North 0°05'10" East 327.89 feet, more or less, to the point of beginning.

EXCEPT the following described tract, to-wit:

Beginning at the Northeast corner of the above-described tract of land, at a point South 89°36'28" West 1,320 feet along the quarter section line and South 277.89 feet from the East quarter corner of said Section 11, and running thence South 89°36'28" West 14.72 feet along the North boundary of the above-described tract; thence South 2°22'12" East 343.46 feet to the East boundary of the above-described tract; thence North 0°05'10" East 343.27 feet along said East boundary line to the point of beginning.

Tax Parcel No. 33-11-400-021

EXHIBIT C

(Easement Description)

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AND THE LOCATION OF ABOVE GROUND AND BELOW GROUND PUBLIC UTILITIES. SAID EASEMENT IS SITUATED IN PARCEL 33-11-400-007 WHICH IS RECORDED AS ENTRY NO. 7731746, BOOK 8392, PAGE 1905-1906 OF SALT LAKE COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, STATE OF UTAH. SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF SAID PARCEL WHICH IS SOUTH 89°36'28" WEST A DISTANCE OF 1,451.75 ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 00°05'10" WEST A DISTANCE OF 277.89 FEET TO THE SOUTH BOUNDARY OF SAID PARCEL; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 89°36'28" WEST A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE LEAVING SAID SOUTH BOUNDARY TO AND ALONG THE WEST BOUNDARY OF SAID PARCEL NORTH 00°05'10" EAST A DISTANCE OF 277.89 FEET TO THE NORTH WEST CORNER OF SAID PARCEL AND TO SAID CENTER SECTION LINE; THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL NORTH 89°36'28" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 6,947.25 SQUARE FEET OR 0.1595 ACRES MORE OR LESS.

EXHIBIT D

(Map of Easement)

