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11/20/2017 11:24:00 AM \$29.00  
Book - 10621 Pg - 2875-2883  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 9 P.

**When Recorded Return to:**

Pia Anderson Moss Hoyt  
Attn: Brennan H. Moss  
136 E South Temple, Suite 1900  
Salt Lake City, Utah 84111

**Parcel Nos.** 07-25-101-001  
07-26-276-001  
07-25-301-001  
07-25-301-002  
07-26-426-001

**DRAINAGE ACCESS EASEMENT AGREEMENT**

This Drainage Access Easement Agreement (this “**Easement**”) is made and entered into this 16 day of November 2017, by and between G-Bar Ventures, LLC, a Utah limited liability company (“**Grantor**”), and RGIV, LLC, a Utah limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to herein collectively as the “Parties.”

**RECITALS**

A. WHEREAS, Grantee owns certain real property located in and around 5710, 5550, and 5420 West John Cannon Drive, Salt Lake City, Utah 84116, also referred to as Parcel Nos. 07-25-301-001, 07-25-301-002, and 07-26-426-001, Lots 1, 2 and 3 COANS Subdivision (collectively, “**Grantee’s Real Property**”), further described in **Exhibit A** attached hereto;

B. WHEREAS, Grantor owns certain real property adjacent to Grantee’s Real Property, which Grantor-owned real property is sometimes referred to as Parcel Nos. 07-25-101-001 and 07-26-276-001, CKA Bailey’s (collectively, “**Grantor’s Real Property**”);

C. WHEREAS, Grantor’s Real Property enjoys access to a portion of the so-called “Goggin Drain”;

D. WHEREAS, Grantee understands that access to the portion of the Goggin Drain on Grantor’s Real Property is necessary for Grantee’s development of Grantee’s Real Property (the “**Development**”); and

E. WHEREAS, the Parties now desire that Grantor grant to Grantee an access easement over and under only that portion of Grantor’s Real Property known as the Access Easement Area (defined below) to enable Grantee to access, utilize, improve, and maintain the Goggin Drain for the Development, in the manner described more fully below.

**TERMS**

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT.** In furtherance of the Development, Grantor hereby grants to Grantee an access easement over and under a portion of Grantor’s Real Property

described in **Exhibit B** and depicted on **Exhibit C** attached hereto (the “**Access Easement Area**”), for ingress and egress over and across that portion of Grantor’s Real Property, for the construction, excavation, burying, and installation of storm drainage culverts necessary to complete the Development. For the avoidance of doubt, the purpose of this Easement is to allow Grantee to install in-ground culverts to carry storm water from Grantee’s property to discharge into the Goggin Drain. Grantee and its licensees, third-party consultants, subcontractors, service providers, employees, invitees, and guests (collectively, the “**Grantee Parties**”) shall also have the right to use the Access Easement Area for the same purposes described in this Section. Grantee shall bear all costs and expenses related to its access, use, improvement, and maintenance of the Access Easement Area. When exercising its rights under this Agreement, Grantee shall comply with all applicable laws, regulations, and rules, including, but not limited to, flood control permitting, building and utilities regulations and permitting requirements, zoning ordinances, and Army Corps of Engineers regulations, as applicable. Grantee shall not interfere with, and this easement shall subordinate to, any existing or senior easements including but not limited to that certain stock trail easement over the northernmost part of the Bailey-Coans Property that lies south of the Goggin Drain recorded as Entry Number 10921836, Book 9813 Page 1870-79 in the Salt Lake County Recorder’s Office.

2. **INDEMNITY.** Grantee shall indemnify, defend, and hold harmless Grantor and its successors, assigns, and agents (collectively, the “**Grantor Parties**”) from any and all claims, liability, losses, costs, charges, or expenses of any kind that may be incurred as a result of any act or omission of Grantee Parties in their use of the Access Easement Area or other obligations under this Easement. If any action, claim, or demand is made against any of the Grantor Parties for any act or omission of any of the Grantee Parties, Grantee agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgment, or other expenses incurred by or obtained against the Grantor Parties.

3. **COVENANT.** This Easement shall run with the land and shall benefit and bind all current and future owners of the benefited and burdened parcels.

4. **NO PUBLIC DEDICATION.** The Easement established, granted, and conveyed herein is for the use and benefit of Grantee and its licensees, guests, and invitees, and is not intended to confer any benefit or right upon the general public.

5. **DURATION.** The Easement herein granted shall continue until terminated by a writing signed by the Parties or their successors or assigns and recorded.

6. **MAINTENANCE.** Grantee shall bear the responsibility of maintaining and repairing the Access Easement Area. Grantee shall be liable for all expenses incurred for maintaining and repairing the Access Easement Area. Such maintenance expenses shall include, without limitation, maintenance of all storm drainage culverts and removal of snow and debris on the Access Easement Area. Such repair expenses shall include, without limitation, the repair of any potholes on the Access Easement Area, repair of any damage done to the berm embankment implemented on the Access Easement Area by Salt Lake County flood control, whether caused by the Grantee Parties or otherwise, and repair of any damage to the embankment of the Goggin Drain. Grantee shall also return the Access Easement Area to its original condition after the construction or implementation of the storm drainage culverts. Any damage to the Access

Easement Area caused by the intentional act or negligence of either Grantor or Grantee (or any of their respective invitees, licensees, or guests) shall be repaired at the sole expense of the party hereto responsible for such damage.

7. MODIFICATION. This Easement shall not be modified unless expressly agreed to in a writing signed by the Parties or their successors or assigns and recorded.

8. NOTICE. All notices, demands, requests, and other communications required or warranted hereunder shall be in writing and shall be through the following persons or their successors.

**If to Grantor:**

Magleby Cataxinos & Greenwood  
Attn: Christopher M. Von Maack  
vonmaack@gmail.com  
170 S. Main Street, Suite 1100  
Salt Lake City, Utah 84101

**If to Grantee:**

Pia Anderson Moss Hoyt  
Attn: Brennan H. Moss  
BMoss@pamhlaw.com  
136 E South Temple, Suite 1900  
Salt Lake City, Utah 84111

9. ATTORNEY FEES. If a party subject to this Easement brings an action against another other party or party to this Easement to enforce the same, the prevailing party shall be entitled to recover its, his, or her reasonable attorney fees and costs from the non-prevailing party.

10. COUNTERPARTS. This Easement may be executed in separate counterparts, each signature page of which shall be an original copy, all of which together, when attached to the body hereof, shall constitute one instrument, binding upon the Parties, notwithstanding that all of the parties shall not have signed the same counterparts.

*[Remainder of page intentionally left blank; signatures follow on next page]*

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

GRANTOR: G-Bar Ventures, LLC

By: [Signature]  
Name: BECKY G. CAMPBELL  
Title: MANAGER

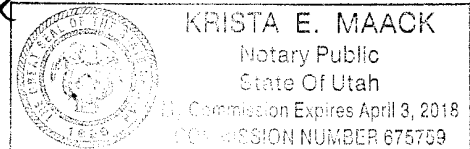
GRANTEE: RGIV, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 16 day of November 2017, before me personally appeared Becky Campbell to me personally known who, being by me duly sworn, did say that he executed the within instrument.

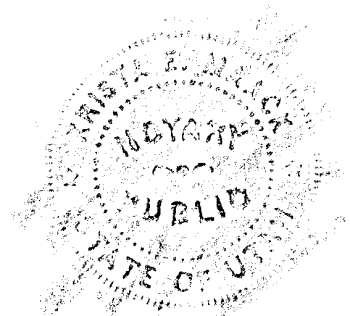
[Signature]  
Notary Public



STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of November 2017, before me personally appeared \_\_\_\_\_, to me personally known who, being by me duly sworn, did say that he executed the within instrument.

\_\_\_\_\_  
Notary Public



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

GRANTOR: G-Bar Ventures, LLC

By: \_\_\_\_\_  
Name:  
Title:

GRANTEE: RGIV, LLC

By: *[Signature]*  
Name: Josh Romney  
Title: authorized agent

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

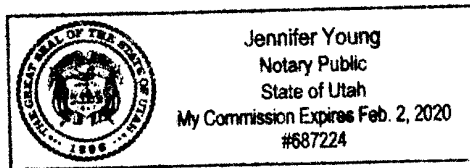
On this \_\_\_\_ day of November 2017, before me personally appeared \_\_\_\_\_, to me personally known who, being by me duly sworn, did say that he executed the within instrument.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On this 14 day of November 2017, before me personally appeared Josh Romney, to me personally known who, being by me duly sworn, did say that he executed the within instrument.

*Jennifer Young*  
Notary Public



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**EXHIBIT A**

PARCEL 1:

Beginning at a point North 00°06'10" East 1284.32 feet along the section line from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'11" West 730.14 feet to the Easterly line of the property described in Special Warranty Deed recorded January 12, 2007 as Entry No. 9971585 in Book 9408 at Pages 4134-4137; thence North 00°04'55" East 2111.84 feet along said Easterly line and generally along an existing barbed wire fence; thence South 49°23'48" East 666.23 feet; thence South 81°47'49" East 226.55 feet to the West line of said Section 25; thence South 00°06'02" West 293.67 feet along last said section line to the West quarter corner of Section 25; thence South 00°06'10" West 1351.87 feet along last said section line to the point of beginning. (Also known as Lot 1, Coans Subdivision)

PARCEL 2:

Beginning at a point North 00°06'10" East 1284.32 feet along the section line from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 00°06'10" East 1351.87 feet along said section line to the West quarter corner of said Section 25; thence North 00°06'02" East 293.67 feet along said section line; thence South 81°47'49" East 743.89 feet; thence South 1539.01 feet; thence South 89°58'11" West 739.22 feet to the point of beginning. (Also known as Lot 2, Coans Subdivision)

PARCEL 3:

Beginning at a point North 00°06'10" East 1284.32 feet along the section line and North 89°58'11" East 739.22 feet from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 1539.01 feet; thence South 81°47'49" East 964.21 feet to the Westerly line of the property described in Quitclaim Deed recorded December 28, 2010 as Entry No. 11105417 in Book 9892 at Pages 7953-7954; thence South 00°00'51" West 1400.93 feet along said Westerly line and generally along an existing barbed wire fence; thence South 89°58'11" West 954.00 feet to the point of beginning. (Also known as Lot 3, Coans Subdivision)

**EXHIBIT B**  
**ACCESS EASEMENT AREA LEGAL DESCRIPTION**

Beginning at the northwesterly corner of PARCEL 1 of the property conveyed to RG IV, LLC by Warranty Deed recorded as Entry Number 12633615, Book 10607 Page 4064 of the Salt Lake County Recorder's office, said point also being North 00°06'10" East 1284.32 feet along the Section line and South 89°58'11" West 730.14 feet and North 00°04'55" East 2111.84 feet from the Southwest Corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 49°23'48" East 666.23 feet along the northerly line of said PARCEL 1 of said property conveyed to RG IV, LLC; thence South 81°47'49" East 1934.65 feet along the northerly line of PARCEL 1, PARCEL 2, and PARCEL 3 of said property conveyed to RG IV, LLC; thence North 00°00'51" East 133.36 feet, more or less, to the centerline of the Goggin Drain; thence along the centerline of the Goggin Drain for the following two courses: North 81°47'49" West 1877.31 feet and North 49°23'48" West 740.70 feet; thence South 00°04'55" West 173.65 feet to the point of beginning.

Containing 344,447 square feet, or 7.90741 acres, more or less.



