RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO: QQ UTAH 3, LLC 492 W 1200 N Springville, UT 84663

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/19/2017 2:12:00 PM
FEE \$22.00 Pgs: 7
DEP eCASH REC'D FOR STEWART TITLE INS A

Tax ID: 02-095-0057

#### ACCESS EASEMENT

This Access Easement (this "Easement") is made this 14 day of 2017, by and between QQ UTAH 3, LLC, a Utah limited liability company ("QQU3"), and Hale Industries, Inc., a Utah corporation ("Hale").

## **RECITALS**

- A. WHEREAS QQU3 is the owner of that certain property located in the City of Centerville, State of Utah, which is more particularly described in <u>Exhibit "A"</u>, (the "QQU3 Parcel") which is attached hereto and incorporated herein by reference.
- B. WHEREAS Hale is the owner of that certain property located in the City of Centerville, State of Utah, which is more particularly described in <u>Exhibit "B"</u>, (the "Hale Parcel") which is attached hereto and incorporated herein by reference;
- C. WHEREAS subject to the conditions of this Easement, Hale desires to grant QQU3 access rights over and across a portion of Hale's property identified on Exhibit "C" as the "Easement Area" and the parties desire to define each parties duties and responsibilities with regards to the use and maintenance of said Easement Area.

NOW THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

## EASEMENT AGREEMENT

- 1. <u>Recitals.</u> The foregoing recitals are hereby incorporated into this Easement.
- 2. <u>Grant of Access Easement</u>. Hale hereby grants to QQU3 and its tenants, subtenants, employees, contractors, agents, invitees and licensees, for their use and benefit, a non-exclusive access easement over, on and across the Easement Area. The parties acknowledge and agree that the Easement Area is the primary point of vehicular egress from the QQU3 Parcel to the public right of way on 400 West.

- 3. Maintenance of the Easement Area. Hale shall keep and maintain the Easement Area in good condition and repair, including, but not limited to repairing all potholes, cracks or other asphalt damage, and maintaining, repairing and resurfacing, when necessary, all paved surfaces lying within Easement Area in a level, smooth and evenly covered condition, with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or superior in quality, use and durability, and keeping and maintaining landscaped areas, if any, within the Easement Area free from weeds, debris. The cost for such maintenance shall be shared equally between the parties. The parties shall mutually agree prior to any capital improvement expenditure benefiting the Easement Area shall be incurred. All approved costs for the maintenance of the Easement Area shall be reimbursed to Hale within thirty (30) days of receipt of a reimbursement request from Hale, which shall include a detailed copy of the work performed and the cost thereof.
- 4. <u>No Parking within Easement Area.</u> The parties agree and covenant to each other that no portion of the Easement Area will be used for parking, staging or idling of motor vehicles. QQU3 shall have the right, at its own cost and expense, to paint and repaint, as necessary, the street curb red as well as to paint and repaint, as necessary "No Parking Beyond this Line" with the referenced "line" on the eastern most paved portion of the Easement Area. QQU3 shall also have the right, at its own cost and expense, to place and maintain no parking signs in the landscaped areas along the south portion of the Easement Area.
- 5. Covenant to Maintain Open. At all times, each party shall keep and maintain the Easement Area open and available for vehicular traffic, and no party shall close, block, obstruct or otherwise prevent, impede or impair the contemplated use of the Easement Area, nor shall any party permit its tenants, subtenants, employees, contractors, agents, invitees and licensees from doing the same, including, but not limited to, parking, staging or idling motor vehicles in the Easement Area. Notwithstanding anything herein to the contrary, Hale shall have the limited right with consent from QQU3, from time to time, to temporarily close off access to the Easement Area for the sole and limited purpose of preventing a public dedication of the same, but in no event shall such closure occur for longer or more frequent than such period as established by applicable law and Hale shall use commercially reasonable efforts to conduct such closures on a day which the business conducted by QQU3 on its parcel is closed. Hale shall provide QQU3 thirty (30) days advance written notice of any such closure and shall not perform said closure without written consent from QQU3.
- 6. <u>Self Help</u>. In the event that Hale fails to perform its obligations to maintain the Easement Area as set forth herein, QQU3 may, but is not obligated to, upon thirty (30) days' written notice, perform all or any portion of such obligations. If QQU3 performs all or any portion of the obligations of Hale as set forth herein, Hale shall, within thirty (30) days after being invoiced therefor, reimburse QQU3 for all costs of every kind or nature incurred in performing the same.

- 7. <u>Taxes and Insurance</u>. Each party hereto shall be responsible for all real property taxes and other special assessments assessed against said party's property. Each party hereto shall be responsible for all insurance premiums for any insurance obtained by a party for such party's property.
- 8. <u>Notices</u>. All notices given pursuant to this Easement shall be in writing and shall be given by email, fax, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address or fax number set forth below or as otherwise provided by any party upon written notice to the other party. If a notice must be given, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the properties are located. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Easement shall be deemed given upon receipt.
- 9. Run with the Land. This Easement shall run with the lands comprising the Easement Area and the Parcels described herein, shall be binding on the parties hereto and subsequent owners of said Parcels and each of their heirs, personal representatives, successors and assigns, and on all parties having or acquiring any right, title or interest in any portion of said Parcels and shall be enforceable by any owner of such Parcels.
- 10. <u>Severability</u>. If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.
- 11. <u>No Partnership or Third Party Rights</u>. The provisions of this Easement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties. This Easement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto, or a successor or assigns of such parties.
- 12. <u>Captions and Headings</u>. The captions and headings in this Easement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
- 13. Entire Agreement and Counterparts. This Easement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement shall be construed as a whole and not strictly for or against any party. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute a single instrument.

IN WITNESS WHEREOF, this Easement has been executed by the duly authorized officers of parties hereto as of the date first set forth above.

HALE INDUSTRIES, INC.

a Utah corporation

By: Its:

QQ UTAH 3, LLC

a Utah limitediliability company

By: Dallasthe Its: M.M.

State of Utah County of Davis

On this 3 day of HWWS, 2017, personally appeared TVM Hule whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who acknowledge to me that he is the authorized agent for Hale Industries, Inc., and that said document was signed by him on behalf of said Company by proper authority.

Witness my hand and official seal

Notary Public

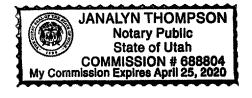
**Notary Public** GELINA B. JONES State of Utah

State of Utah County of Utah

On this 14 day of August, 2017, personally appeared Dallas Hakes whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who acknowledge to me that he is the authorized agent for QQ UTAH 3, LLC, and that said document was signed by him on behalf of said Company by proper authority.

Witness my hand and official seal

fary Public



# EXHIBIT "A"

## **QQU3 PARCEL**

A parcel land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows: Beginning at the Northwest Corner of Lot 1 of the Parrish Park Subdivision, said point being North 89°57'24" West 1789.88 feet along the monument Line of Parrish Lane(400 North) and North 0°08'22" East 199 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street; Thence North 0°08'22" East 125 feet to the South line of Quit-Claim Deed Entry No. 2049936; Thence South 89°57'24" East 300.03 feet along Quit-Claim Deed Entry No. 2049936; Thence South 0°09'05" West 125 feet along Quit-Claim Deed Entry No. 2049936; Thence North 89°57'24" West 300 feet along the North line of the Parrish Park Subdivision to the Point of Beginning. Containing 0.861 Acres or 37,502 square feet, more or less.

# EXHIBIT "B"

#### HALE PARCEL

The land described herein is located in Davis County, State of Utah, and is described more particularly as:

# Parcel 1:

The East 180.0 feet of the following described parcel of land: Beginning at the Northeast corner of Lot 5, PARRISH PARK SUBDIVISION which point is 13.33 chains west, more or less, and North 0'06'27" East 165.00 feet from the Southeast Comer of Lot 1, Block B, Big Creek Plat, Centerville Townsite Survey, and running thence North 89' 57'24" West 580.24 feet; thence North 0'09'05" East 150.00 feet; thence North 89' 57124" West 300.71 feet; thence North 0'09'05" East 197.26 feet along the East line of a 66.00 foot wide Street (400 West Street); thence South 89' 1 8' 1 8" East 881.03 feet along an existing fence South 0\*06'27" West 337.24 feet to the point of beginning.

## Parcel 2:

Beginning at the Northeast Corner of Lot 5, PARRISH PARK SUBDIVISION, which point is 13.33 chains West, more or less, and North 0'06'27" East 165.00 feet from the Southeast Corner of Lot 1, Block B, Big Creek Plat, Centerville Townsite Survey, and running thence North 89' 5724" West 580.54 feet; thence North 0'09'05" East 150.0 feet; thence North 89' 5724" West 300.71 feet; thence North 0'09'05" East 197.26 feet along the East line of a 66.00 foot wide Street (400 West Street); thence South 89' 1 8' 1 8" East 881.03 feet along an existing fence; thence South 0'06'27" West 337.24 feet to the point of beginning. Excepting therefrom the East 180.0 feet thereof.

#### Parcel 3:

A parcel land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows: Beginning at a point being North 89°57'24" West 1789.88 feet along the monument Line of Parrish Lane(400 North) and North 0°08'22" East 324 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street, said point also being North 0°08'22" East 125 feet from the Northwest Corner of Lot 1 of the Parrish Park Subdivision; Thence North 0°08'22" East 25 feet; Thence South 89°57'24" East 300.04 feet; Thence South 0°09'05" West 25 feet; Thence North 89°57'24" West 300.03 feet to the Point of Beginning. Containing 0.1722 Acres or 7,501 square feet, more or less.

## **EXHIBIT "C"**

## **EASEMENT AREA**

A parcel land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows: Beginning a point being North 89°57'24" West 1789.88 feet along the monument Line of Parrish Lane(400 North) and North 0°08'22" East 324 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street, said point also being N0°08'22" East 125 feet from the Northwest Corner of Lot 1 of the Parrish Park Subdivision; Thence North 0°08'22" East 37.78 feet; Thence North 89°58'48" East 106.93 feet; Thence South 0°08'22" West 37.90 feet; Thence North 89°57'24" West 106.93 feet to the Point of Beginning. Containing 0.093 Acres or 4,046 square feet, more or less.