



ENT 169994:2021 PG 1 of 4  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
 2021 Oct 04 9:54 am FEE 40.00 BY SA  
 RECORDED FOR SMITHS FOOD AND DRUG

WHEN RECORDED RETURN TO:  
 Smith's Food & Drug Centers, Inc.  
 c/o The Kroger Co.  
 1014 Vine Street  
 Cincinnati, Ohio 45202  
 Attn: Legal Department (SM-073)

Space above for County Recorder's use  
**SMITH'S PARCEL I.D. 52:720:0001**

**SIDEWALK EASEMENT**

THIS SIDEWALK EASEMENT (this "Easement"), by and between Smith's Food & Drug Centers, Inc., an Ohio corporation ("Grantor"), successor-in-interest to Smith's Food & Drug Centers, Inc., a Delaware corporation, which, in turn, was successor-in-interest to Smith's Food King Properties, Inc., a Utah corporation, whose principal place of business is located at c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202, hereby grants to Village Square PG, LLC, a Utah limited liability company ("Grantee"), whose principal place of business is located at 14034 S 145 E, Suite 204, Draper, Utah, 84020 for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive easement for access, installation, maintenance, repair, alteration, and replacement of a sidewalk on, over, and across real property as depicted on Exhibit A attached hereto and made a part hereof, and located at 210 E 700 S in the City of Pleasant Grove, Utah County, State of Utah, described as follows:

**LEGAL DESCRIPTION OF SIDEWALK EASEMENT BETWEEN FOSSIL COVE AND VILLAGE SQUARE**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF PARCEL 1, SMITHS #73 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S0°22'25"E ALONG THE SECTION LINE 836.13 FEET AND WEST 503.45 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES: THENCE S02°09'00"E 21.29 FEET; THENCE S08°31'00"W 8.48 FEET; THENCE N89°17'08"W 415.73 FEET; THENCE N00°24'10"W 26.77 FEET; THENCE N89°35'50"E 26.87 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 18.03 FEET WITH A RADIUS OF 41.00 FEET THROUGH A CENTRAL ANGLE OF 25°11'49", CHORD: S67°30'38"E 17.89 FEET; THENCE S80°06'33"E 82.24 FEET; THENCE N89°13'07"E 245.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 35.92 FEET WITH A RADIUS OF 43.00 FEET THROUGH A CENTRAL ANGLE OF 47°52'02", CHORD: N65°17'06"E 34.89 FEET; THENCE N87°51'00"E 14.63 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.14 ACRES  
 ±5,921 SQ. FT.

Grantee, and/or its successors and assigns as owner of that certain property more particularly described on Exhibit B attached hereto (the "Grantee Property"), shall be obligated to restore the surface of the Easement at Grantee's sole cost and expense, including the restoration of

Sidewalk Easement  
Smith's Parcel ID: 52:720:0001  
Page 2 of 4

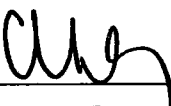
any surrounding areas or other surface improvements located upon or adjacent to the Easement which have been removed, destroyed, relocated, altered, or damaged as a result of Grantee's use of the Easement granted herein from time to time. Grantee shall promptly maintain, repair, and replace the improvements in the Easement to keep the same in good condition and repair, reasonable wear and tear excepted, all at Grantee's sole cost and expense. Notwithstanding the foregoing, Grantee explicitly agrees not to block any route of ingress or egress from Grantor's property to public rights-of-way for Grantor, or its employees, agents, contractors, or invitees. Grantee shall use commercially reasonable efforts to minimize the disturbance of Grantor's business operation on Grantor's property in connection with the initial construction, use, maintenance and repair of such sidewalk, and shall not cause or permit any unattended parking of equipment on the paved surfaces of Grantor's property that are outside of the Easement by Grantee or by its contractors, employees or agents in furtherance of Grantee's exercise of its foregoing rights.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the Easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said this 22<sup>nd</sup> day of September, 2021,  
2021.

**GRANTOR:**

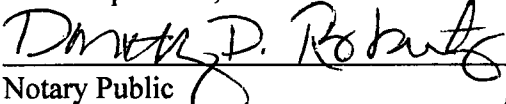
Smith's Food & Drug Centers, Inc., an Ohio corporation

By:   
Name: Christine S. Wheatley  
Title: Vice President



State of Ohio  
County of Hamilton

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2021 by Christine S. Wheatley, as Vice President of Smith's Food & Drug Centers, Inc., an Ohio corporation, on behalf of the corporation.

  
Notary Public



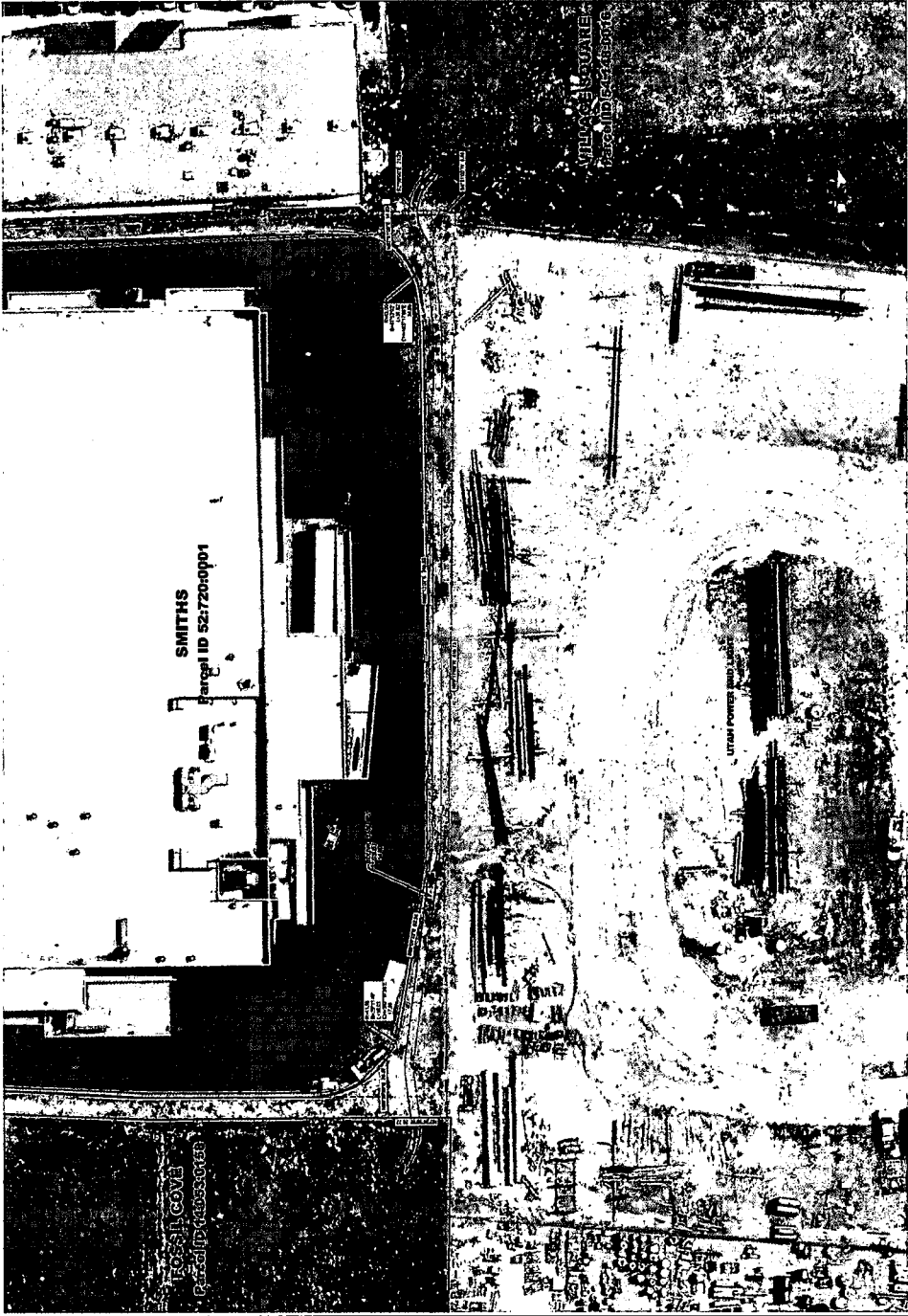
**DOROTHY D. ROBERTS**  
Notary Public, State of Ohio  
My Commission Expires  
January 15, 2023

My commission expires:

*Sidewalk Easement*  
*Smith's Parcel ID: 52:720:0001*  
*Page 3 of 4*

EXHIBIT A

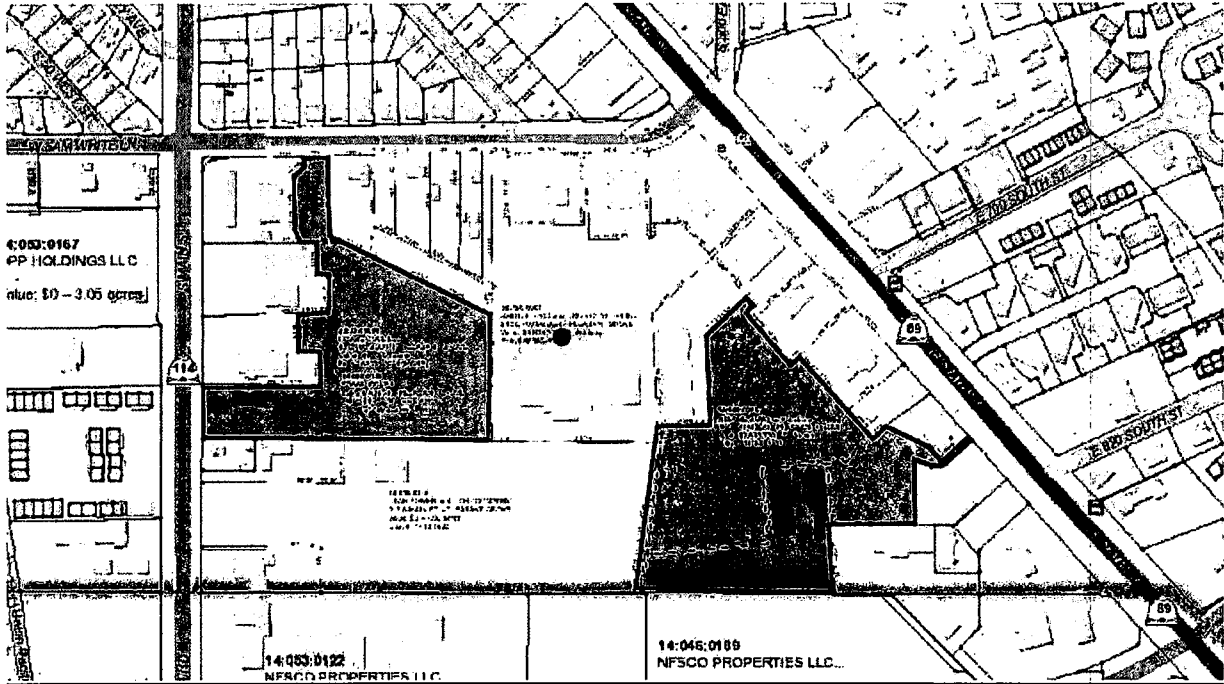
SIDEWALK



*Sidewalk Easement*  
*Smith's Parcel ID: 52:720:0001*  
*Page 4 of 4*

EXHIBIT B

GRANTEE PROPERTY



**Village Square Legal Description:** COM S 932.34 FT & W 236.02 FT FR E 1/4 COR. SEC. 29, T5S, R2E, SLB&M.; N 86 DEG 2' 54" E 166.19 FT; S 4 DEG 6' 0" E 151.62 FT; N 89 DEG 52' 48" W 4.94 FT; S 4 DEG 6' 0" E 164.07 FT; N 89 DEG 46' 14" W 370.73 FT; N 88 DEG 5' 0" W 111.88 FT; N 7 DEG 21' 14" E 86.83 FT; N 85 DEG 0' 0" E 304.57 FT; N 4 DEG 45' 0" W 186.18 FT TO BEG. AREA 1.890 AC. ALSO LOT 5, PLAT B, VILLAGE SQUARE AT PLEASANT GROVE SUB. AREA 4.086 AC. ALSO LOT 8, PLAT B, VILLAGE SQUARE AT PLEASANT GROVE SUB. AREA 1.095 AC. ALSO COM S 867.18 FT & W 488.23 FT FR E 1/4 COR. SEC. 29, T5S, R2E, SLB&M.; S 7 DEG 21' 14" W 278.16 FT; S 85 DEG 0' 0" W 20.07 FT; N 8 DEG 31' 0" E 282.69 FT; S 81 DEG 55' 53" E 13.87 FT TO BEG. AREA 0.108 AC. TOTAL AREA 7.179 AC.

**Fossil Cove Legal Description:** COM S 0 DEG 22' 25" E 550.15 FT ALONG SEC. LINE & W 914.4 FT FR E 1/4 COR. SEC. 29, T5S, R2E, SLB&M.; S 0 DEG 16' 6" E 67.85 FT; S 2 DEG 25' 53" W 108.15 FT; S 0 DEG 24' 10" E 137.14 FT; N 89 DEG 10' 52" W 368.82 FT; N 89 DEG 26' 6" W 223.36 FT; N 89 DEG 26' 6" W 132.5 FT; N 0 DEG 5' 3" W 136.16 FT; S 89 DEG 23' 46" E 293.51 FT; N 0 DEG 27' 5" E 78.83 FT; N 89 DEG 23' 46" W 57.29 FT; N 0 DEG 2' 32" W 98.43 FT; N 88 DEG 1' 45" E 42.35 FT; N 88 DEG 29' 56" E 165.88 FT; S 87 DEG 28' 45" E 283.5 FT TO BEG. AREA 4.197 AC.