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Book - 11210 Pg - 2366-2375
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111
Attn: Lamont Richardson

Tax Parcel Nos. 21-19-100-027; 21-19-100-019

SHARED ACCESS EASEMENT AGREEMENT

THIS SHARED ACCESS EASEMENT AGREEMENT (this "Agreement") is executed as of the 15th day of July 2021, by and between BOYER 6200 WEST JORDAN, L.C., a Utah limited liability company ("Boyer"), DAVID AND JERALYNN WINDER, LLC, a Utah limited liability company ("Winder"). Boyer and Winder are sometimes referred to herein separately as a "Party" and collectively as "Parties."

Recital

A. Boyer is the fee owner of the Boyer Property (as defined below) located in Salt Lake County, Utah.

B. Winder is the fee owner of the Winder Property (as defined below), which is located adjacent to the Boyer Property.

C. Boyer and Winder desire to enter into this Agreement with respect to certain easements and other covenants and restrictions pertaining to the Properties (as defined below).

Agreement

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Boyer and Winder agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

"Boyer Property" means the real property located in Salt Lake County, Utah, and more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

"Easement Area" means the real property located in Salt Lake County, Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. The Easement Area is also depicted on Exhibit B, attached hereto and incorporated herein by this reference.

"Mortgage" means a mortgage or a deed of trust recorded in the Official Records.

"Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

“Official Records” means the official records of the Salt Lake County Recorder, state of Utah.

“Owner” means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of any Property, and thus includes any person that is a successor in interest as to any Owner’s fee interest in any portion of either Property. If there is more than one Owner of a Property at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term “Owner” shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Property concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

“Properties” means Boyer Property and Winder Property, collectively, and “Property” means either Boyer Property or Winder Property, individually, where no distinction is required by the context in which such term is used.

“Winder Property” means the real property located in Salt Lake County, Utah, and more particularly described on Exhibit D attached hereto and incorporated herein by this reference.

2. Grant of Access Right-of-Way and Easement Subject to the limitations set forth in this Agreement, Boyer, with respect to the portion of the Easement Area located on the Boyer Property, hereby grants and conveys to Winder for the benefit of the Winder Property, and each of Winder’s employees, contractors, guests, tenants, subtenants, invitees, and licensees (collectively, the “Winder Benefitted Parties”), a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Easement Area located on the Boyer Property. Subject to the limitations set forth in this Agreement, Winder, with respect to the portion of the Easement Area located on the Winder Property, hereby grants and conveys to the Boyer for the benefit of the Boyer Property, and each of Boyer’s employees, contractors, guests, tenants, subtenants, invitees, and licensees (collectively, the “Boyer Benefitted Parties”) and together with the Winder Benefitted Parties, collectively, the “Benefitted Parties”), a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Easement Area located on the Winder Property. The Properties (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Easement Area shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress on, over and across the Easement Area.

3. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the right-of-way and easement granted in Paragraph 2 shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such right-of-way and easement. In the event any Owner seeks to temporarily close the Easement Area for the purposes permitted in this Section 3, such Owner shall (a) provide the other Owner at least thirty (30) days prior written notice of such closure, and (b) provide the other Owner and its Benefitted Parties, reasonably alternative access during the period of such temporary closure.

4. Maintenance. The Easement Area shall at all times be properly surfaced with asphalt, concrete or other similar material, and each Owner shall at all times maintain or cause to be maintained that portion of the Easement Area located on such Owner’s Property in a reasonably good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. If any Owner fails to comply with the provisions of the immediately preceding sentence, any other Owner may (but is not

obligated to), after giving at least thirty (30) days' written notice to the non-complying Owner, perform or cause to be performed such work as is necessary to cause the Easement Area so to comply. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by the performing Owner in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of twelve percent (12%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the performing Owner by the non-complying Owner on written demand.

5. Duration. This Agreement and each right-of-way, easement, covenant and restriction set forth in this Agreement shall be perpetual.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Properties for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement be strictly limited to the purposes expressed in this Agreement.

7. Appurtenances to Properties; Covenants Run with Land; Various Events.

7.1. Appurtenances to Properties. Each right-of-way, easement, covenant and restriction created by this Agreement is an appurtenance to the Property benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to such Property. For the purposes of each such right-of-way, easement, covenant and restriction, the benefited Property shall constitute the dominant estate and the burdened Property shall constitute the servient estate.

7.2. Covenants Run with Land; Various Events.

7.2.1. Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained in this Agreement (whether affirmative or negative in nature) shall (a) create an equitable servitude on the burdened Property in favor of the benefited Property (but no other real property), (b) constitute a covenant running with the land, (c) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Property concerned, and (d) benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

7.2.2. Transfer of Property. If any Owner transfers all or any portion of the Property owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Agreement, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Property, such transferring Owner shall be released and discharged from all obligations under this Agreement with respect to such Property that accrue after (but not before) the date of recordation in the Official Records of the instrument effecting such transfer.

7.2.3. Effect of Breach. No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner may have under this Agreement by reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Property, except as provided in Paragraph 8.

7.2.4. Identical Ownership. The ownership of both Properties by the same person shall not result in the termination of this Agreement.

7.2.5. Priority of Agreement. The interests in and rights concerning any portion of the Properties held by or vested in the Parties or any other person on or after the date of this Agreement (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Agreement, and this Agreement shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Agreement.

8. Mechanic's Liens. No Owner shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area, 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 such Owner. Within ten (10) business days after the date of the filing or recording of any such lien arising by, through, or under an Owner, such Owner shall cause the same to be paid and discharged of record, or, if such Owner contests the amount allegedly due or the right of the lienor to make its lien claim, such Owner shall cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of the other Owners to protect the other Owners from any damage resulting from the lien during the entire time of any proceeding in which such Owner contests the lien. Upon the completion of any such contest, such Owner shall pay and discharge such mechanic's lien in full.

9. Mortgagee Protection. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Mortgagee interested under any Mortgage affecting any part of the Properties shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Agreement.

10. Modification. This Agreement and any right-of-way, easement, covenant or restriction contained in this Agreement may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records of a written document effecting the same, executed and acknowledged by each Owner; *provided, however,* that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee then holding a Mortgage constituting a lien on any Property unless such Mortgagee consents to the same in writing.

11. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled.

12. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement shall inure to the benefit of, and shall be binding on, each Owner and the heirs, personal representatives, successors and assigns of each Owner. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[Remainder of page intentionally left blank; signatures on following page]

THE UNDERSIGNED have executed this Agreement to be effective as of the date first set forth above.

BOYER:

BOYER 6200 WEST JORDAN, L.C,
a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C.,
a Utah limited liability company

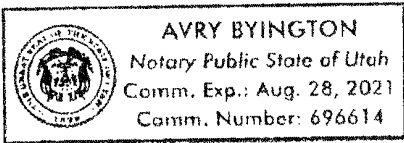
By: *Nathan R. Boyer*
Name: NATHAN R. BOYER
Its: MANAGER

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 21 day of JULY, 2021, personally appeared before me Nathan R. Boyer manager of The Boyer Company, L.C., a Utah limited liability company, a manager of Boyer 6200 West Jordan, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

Avery Byington
NOTARY PUBLIC
Residing at: DAVIS COUNTY

My Commission Expires:



WINDER:

DAVID AND JERALYNN WINDER, LLC,
a Utah limited liability company

By: Shauna Lynn Wright Sloan
Name: Shauna Lynn Wright Sloan
Its: Trustee

STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

On this 19 day of July, 2021, personally appeared before me Shauna Lynn Wright Sloan, the Trustee of David and Jeralynn Winder, LLC, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: 9.16.21

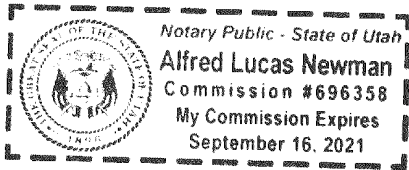


EXHIBIT A

to

SHARED ACCESS EASEMENT AGREEMENT

EASEMENT AREA

The Easement Area referred to in the foregoing instrument is more particularly described as follows:

An access easement being a part of two (2) entire tracts of Land described in the following two (2) documents: 1) Special Warranty Deed recorded March 15, 2021 as Entry No. 13598326 in Book 11137, at Page 436 and; 2) Warranty Deed recorded July 3, 2012 as Entry No. 11423310 in Book 10032, at Page 7204 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a northwesterly corner of said entire tract described in a Warranty Deed as Entry No 11423310 and the southerly right of way line of 6200 South Street, which is 993.48 feet S. 89°40'50" E. along the Section line and 40.0' feet South from the Northwest Corner of said Section 19; thence S. 89°40'51" E. 16.50 feet along the southerly right of way line of 6200 South Street; thence S. 00°18'57" W. 31.80 feet; thence S. 07°43'32" W. 33.25 feet; thence S. 00°19'36" E. 81.11 feet; thence S. 01°34'16" W. 58.92 feet; thence N. 89°59'36" W. 37.33 feet; thence North 98.81 feet to a point of tangency with a 20.00 – foot radius curve to the right, concave easterly; thence Northerly 14.18 feet along the arc of said curve, through a central angle of 40°36'43" (Chord bears N. 20°18'22" E. 13.88 feet); thence N. 40°36'43" E. 6.43 feet to a point of tangency with a 20.00 – foot radius curve to the left, concave westerly; thence Northerly 14.09 feet along the arc of said curve, through a central angle of 40°22'04" (Chord bears N. 20°25'42" E. 13.80 feet); thence N. 00°37'10" E. 75.28 feet to said southerly right of way line of 6200 South Street; thence S. 89°40'49" E. 12.00 feet along said right of way line to the **Point of Beginning**.

The above-described easement contains 6,818 square feet in area or 0.156 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 89°40'50" E. along the Section line between the Northwest Corner and the North Quarter Corner of Section 19, Township 2 South, Range 1, Salt Lake Base and Meridian.

EXHIBIT B

to

SHARED ACCESS EASEMENT AGREEMENT

EASEMENT AREA

The Easement Area referred to in the foregoing instrument is depicted on the attached drawing, consisting of one (1) page.

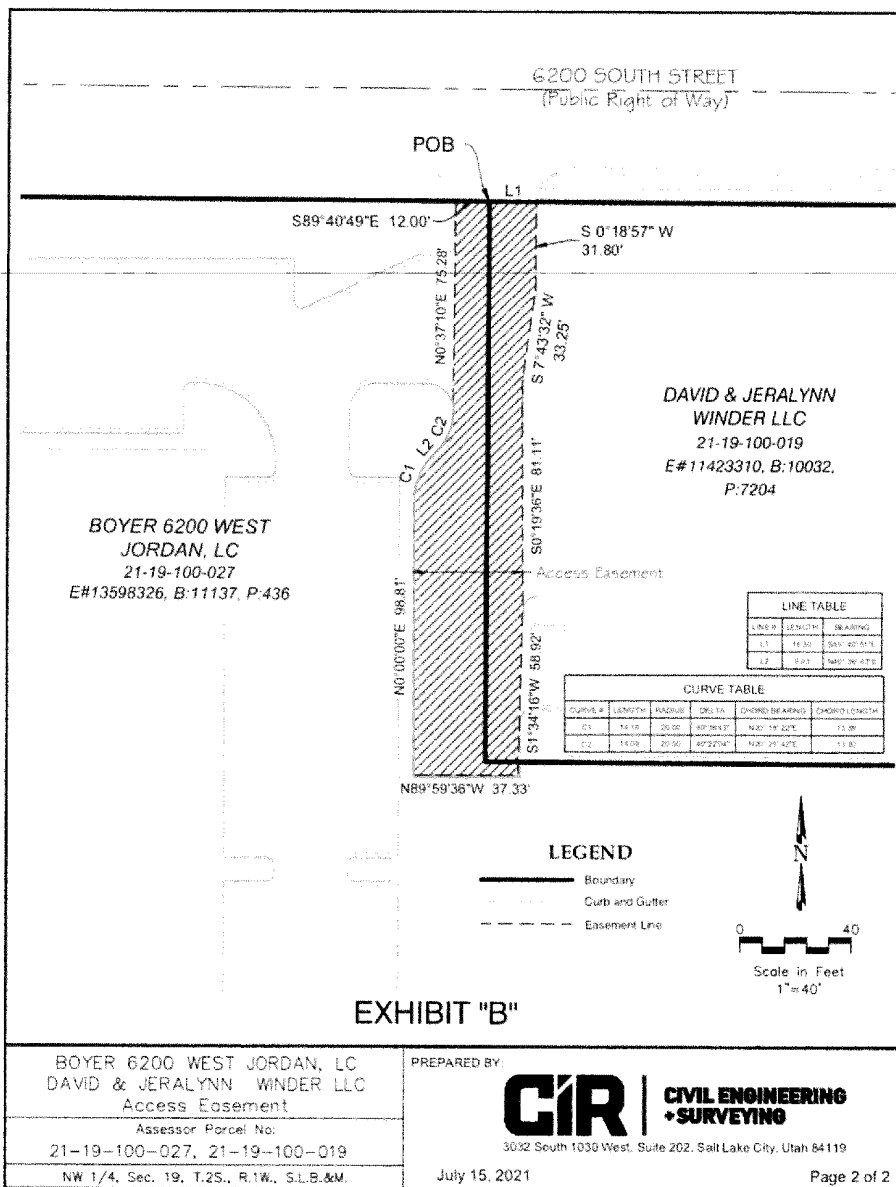


EXHIBIT C

to

SHARED ACCESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF BOYER PROPERTY

The real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point on the South line of 6200 South Street, said point being South 89°55'30" East along the Section line 396.15 feet and South 0°04'30" West 40.00 feet from the Northwest corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°55'30" East along said South line 597.55 feet; thence South 200.00 feet; thence South 89°55'30" East 265.00 feet; thence South 80.00 feet; thence South 89°55'30" East 255.00 feet; thence South 773.93 feet; thence North 89°56'35" West 1380.54 feet to the beginning of a non-tangential curve to the right through an angle of 10°40'08" having a radius of 5679.65 feet and whose long chord bears North 07°18'35" East 1056.07 feet to a point of intersection with a non-tangential line; thence South 89°55'30" East 27.45 feet; thence North 85°53'14" East 91.87 feet; thence South 89°55'30" East a distance of 10.05 feet to the point of beginning.

Less and excepting the following:

Beginning at a point on the East line of Airport Road, said point being South 89°55'30" East along the Section line 1513.65 feet and South 0°04'30" West 615.49 feet from the Northwest corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 478.49 feet; thence North 89°56'35" West 1380.54 feet to the East line of the Denver and Rio Grande Railroad and to the beginning on a non-tangential curve to the right through an angle of 4°50'32" having a radius of 5679.65 feet and whose long chord bears North 4°23'47" East 479.87 feet to a point of intersection with a non-tangential line; thence South 89°56'35" East 1343.75 feet to the point of beginning.

EXHIBIT D

to

SHARED ACCESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF WINDER PROPERTY

The real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning on the new South line of 6250 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said South line of street N89°55'30"W 265.00 feet; thence South 200.00 feet; thence S89°55'30"E 265.00 feet; thence North 200.00 feet to the point of beginning. Contains 53,000 square feet or 1.2167 acres.