

Entry #: 488873

06/26/2019 03:19 PM AGREEMENT

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FEE: \$40.00 BY: COTTONWOOD TITLE INSURANCE AGENCY

Jerry Houghton, Tooele County, Utah Recorder

**WHEN RECORDED MAIL TO:**

Grant 200, LLC  
520 South 850 East Suite A1  
Lehi, UT 84043

File No.: 105839-MKP

**AGREEMENT TO DEDICATE RIGHT OF WAY**

In Reference to Tax ID Number(s):

01-115-0-0017 and 01-115-0-0018

**AGREEMENT TO DEDICATE RIGHT OF WAY**

**THIS AGREEMENT TO DEDICATE RIGHT OF WAY** (this "Agreement"), is entered into as of June 18, 2019, by and between **Barbara Nielsen, an individual, and Grantsville, LLC** (collectively, "Grantor") and **Grant 200 LLC, a Utah limited liability company, its successors and assigns** ("Grantee").

**WHEREAS**, Grantors are the owners of the certain real property located in Tooele County, Utah, and particularly described in the attached **Exhibit A** (the "Grantor Property"); and

**WHEREAS**, Grantee is the owner of certain property, adjacent to the Grantor Property, described in the attached **Exhibit B** (the "Grantee Property"); and

**WHEREAS**, Grantee intends to develop the Grantee Property and it is anticipated that when the Grantee Property is developed, the Utah Department of Transportation ("UDOT") may require that a portion of the Grantor Property be dedicated to UDOT for acceleration/deceleration lanes and/or State Road 138 access improvements; and

**WHEREAS**, Grantor agrees to dedicate such portion of the Grantor Property as is required to meet the dedication requirements imposed by UDOT in order for the Grantee to obtain the approvals needed to develop and use the Grantee Property for the purposes intended by Grantee;

**NOW, THEREFORE**, in consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Dedicate**. Grantor agrees, in the future and upon demand by UDOT or Grantee, to dedicate to UDOT such portion(s) of the Grantor Property as is required to meet the dedication requirements imposed by UDOT in order for the Grantee to obtain the approvals needed to develop and use the Grantee Property for the purposes intended by Grantee. All obligations of the "Grantor" are joint and several obligations of each Grantor.
2. **Binding Effect; Appurtenance**. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights and privileges granted and conveyed hereunder shall exist for the benefit of the Grantee Property and Grantor Property respectively, and be a burden upon the Grantor Property and Grantee Property respectively, and shall run with title to, and be appurtenant to, such parcels. All obligations of Grantor and Grantee, respectively, under this Agreement are conditional upon the party to be charged being the owner of fee title to the respective parcel at the relevant time; no person will be responsible for any obligations or "Grantor" or "Grantee" respectively under this Agreement during any period of during which that person was not the fee title owner of the respective parcel. This Agreement contains all agreements among the parties with respect to the subject matter hereof.
3. **Termination**. This Agreement term is perpetual and may only be modified or terminated by

mutual agreement of the Grantor and Grantee each in their sole discretion. However, upon dedication of the Grantor Property as required by Section 1, Grantee agrees to, at Grantor's request, cause to be recorded a Notice of Satisfaction of all of Grantor's obligations under this Agreement, effectively terminating this Agreement.

4. Governing Law/Disputes. Utah law governs the interpretation and enforcement of this Agreement. In the event of a dispute regarding the enforcement of any of its terms, the prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.
5. Entire Agreement. This Agreement, including attached exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.
6. Recording. Any party may record this Agreement.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Dedicate Right of Way to be duly executed and delivered.

GRANTOR: Barbara Nielsen: Barbara Nielsen

GRANTOR: Grantsville, LLC

By: Barbara Nielsen  
Barbara Nielsen, Manager

State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2019, by Barbara Nielsen.



Marta Hansen  
Notary Public

STATE OF UTAH

Davis  
COUNTY OF ~~SALT LAKE~~

On the 26<sup>th</sup> day of June, 2019, personally appeared before me, Barbara Nielsen, who acknowledged herself to be the Manager of Grantsville, LLC, and that she, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Marta Hansen  
Notary Public



**GRANTEE:**

Grant 200 LLC, a Utah limited liability company

By: Ascent Development Group, LLC, a Utah limited liability company d/b/a ADG Partners and now known as Ardero LLC, a Utah limited liability company

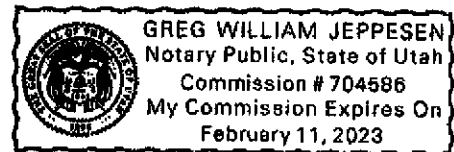
By: *Darwin Fielding*  
Darwin Fielding, Manager

State of Utah

County of Utah

On the 24<sup>th</sup> day of June, 2019, personally appeared before me Darwin Fielding acknowledged himself to be the manager of Ascent Development Group, LLC, a Utah limited liability company, d/b/a ADG Partners, manager of Grant 200, LLC, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

*Greg William Jepesen*  
Notary Public



**Exhibit A**

*Grantor Property Description*

That certain real property located in Tooele County, State of Utah, and more particularly described as follows:

**PARCEL 1:**

The Southwest quarter and the South quarter of the Northwest quarter of Section 22, Township 2 South, Range 6 West, Salt Lake Base and Meridian.

**LESS AND EXCEPTING THEREFROM:**

Any portion lying within the bounds of the property described in that certain Quitclaim Deed recorded October 8, 2003 as Entry No. 211646 in Book 896 at Page 491 and in that certain General Warranty Deed recorded October 8, 2003 as Entry No. 211647 in Book 896 at Page 494 in the official records of the Office of the Tooele County Recorder.

**PARCEL 2:**

Commencing at the Center of Section 22, Township 2 South, Range 6 West, Salt Lake Base and Meridian; and running thence North 660 feet; thence East to the West boundary line of State Highway No. 138; thence Southeasterly along West boundary line of said Highway to a point directly East of the point of commencement; and running thence West to the point of commencement.

**PARCEL 3:**

BEG N 1/4 COR SEC 22, T2S, R6W, SLM, RUN TH E 1320 FT; TH S 1320 FT; TH E 297 FT; TH S 2203.27 FT, TH S 65°32'07"W 484.95 FT, TH S 53°07'50" W 1421.52 FT, TH N 1941.65 FT, TH E 1320 FT; TH N 1320 FT; TH W 1320 FT; TH N 1320 FT TO POB.

01-115-0-0017

**Exhibit B**

*Grantee Property Description*

**PARCEL 1:**

Lots 2, 3, 4, 5, 6 and 7, Southwest quarter of the Northeast quarter, Southwest quarter of the Southwest quarter, East half of the Southwest quarter and West half of the Southeast quarter of Section 21, Township 2 South, Range 6 West, Salt Lake Base and Meridian. Less 20.66 acre to Co. for gravel pit.

**PARCEL 2:**

Commencing South 34°35' East 2291.3 feet and South 37°15' East 300 feet from the Northwest corner of Section 21, Township 2 South, Range 6 West, Salt Lake Base and Meridian to the true point of beginning; thence South 52°45' West 300 feet; thence North 37°15' West 1500 feet; thence North 52°15' East 600 feet; thence South 37°15' East 1500 feet; thence South 52°45' West 300 feet to the beginning.

**PARCEL 3:**

The East half of the Southeast quarter of Section 21, Township 2 South, Range 6 West, Salt Lake Base and Meridian.