

When recorded, return to:

Sage Family Investments, LLC
3845 Stockton Hill Road
Kingman, Arizona 86409

This area reserved for County Recorder

**EASEMENT FOR PUBLIC UTILITIES, SEWER and IRRIGATION; ACCESS; AND
TEMPORARY CONSTRUCTION**

THIS EASEMENT FOR PUBLIC UTILITIES, SEWER AND IRRIGATION; ACCESS AND TEMPORARY CONSTRUCTION ("Agreement") is made and entered into as of the 14th day of February, 2019, by and among Wadsworth/Moore Springville LLC, a Utah limited liability company ("Grantor"), and Sage Family Investments, LLC, an Arizona limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to hereunder together as the "Parties," and individually, as a "Party."

Recitals:

A. Grantor and Grantee are owners of certain contiguous real property located in Utah County, Utah, legally described below.

B. For good and valuable consideration, evidenced by signing below, Grantor desires to grant to and for the benefit of the Grantee the Utilities Easement (defined below) and Sewer and Irrigation Easement (defined below), Access Easement (defined below), and Temporary Construction Easement (defined below).

Grant of Easement for Public Utilities, Sewer and Irrigation, Access and Temporary Construction:

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

1. Grant of Public Utilities Easement. Grantor and its respective heirs, grantees, successors and assigns hereby grant to Grantee and its successors and assigns, a perpetual, non-exclusive easement for public utilities, along with the right, at Grantee's sole cost, expense, and risk, and in each instance subject to Grantor's prior written approval: to survey, construct, install, lay, and thereafter use, operate, inspect, maintain, replace, remove or abandon any underground water, irrigation, sewer, phone, electricity, gas or other public utilities on or under that portion of the Grantor's real property (the "Utilities Easement") legally described as:

See attached Exhibit "A"

2. Grant of Sewer and Irrigation Easement. Grantor and its respective heirs, grantees, successors and assigns hereby grant to Grantee and its successors and assigns, a perpetual, non-exclusive sewer and irrigation easement, with the right, at Grantee's sole cost, expense, and risk, and in each instance subject to Grantor's prior written approval: to survey, construct, install, lay, and thereafter use, operate, inspect, maintain, replace, remove or abandon any underground water, irrigation, sewer or other utilities on or under that portion of the Grantor's real property (the "Sewer Easement") legally described as:

See attached Exhibit "B"

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

3. Grant of Access Easement. Grantor and its respective heirs, grantees, successors and assigns hereby grant to Grantee and its successors and assigns, a perpetual, non-exclusive easement for vehicular ingress and egress over and across that portion of that certain real property owned by the Grantor, within the “Access Easement” legally described as:

See attached Exhibit “B-1”

4. Grant of Temporary Construction Easement. Grantor and its respective heirs, grantees, successors and assigns hereby grant to Grantee and its successors and assigns, a temporary, non-exclusive easement for ingress and egress and parking for persons, vehicles, materials and equipment over, on, across and through only that certain real property owned by the Grantor, within the “Temporary Construction Easement” legally described as follows:

See attached Exhibit “B-2”

Provided, such Temporary Construction Easement shall be used by Grantee only to the extent reasonably necessary for Grantee to complete that commercial construction required for Grantee’s use of its property, and in each instance subject to Grantor’s prior written approval.

The Temporary Construction Easement shall benefit each of Grantee, Grantee’s contractors, employees, agents, successors and assigns; provided, upon the earlier of (i) Grantee’s substantial completion of such necessary commercial construction on Grantee’s property as contemplated herein, or (ii) January 1, 2020, the Temporary Construction Easement and all rights granted to Grantee and each of Grantee’s contractors, employees, agents, successors and assigns under this Section 4 shall automatically and immediately terminate and cease forever.

5. Benefitted Property. The foregoing Utilities Easement, Sewer and Irrigation Easement, Access Easement, and Temporary Construction Easement (Collectively, the “Easement”) shall benefit the following legally described real property owned by the Grantee and no other:

See attached Exhibit “C”

6. Term. This Agreement and the easements, covenants, conditions and restrictions contained herein shall be perpetual, except for the Temporary Construction Easement. This Agreement may be terminated or amended only by the recording of an appropriate document in the Official Records of Utah County, Utah signed by the Grantee.

7. Covenants to Run with the Land. The Easement hereby granted and each and every right and obligation contained herein: (a) are made for the direct benefit of the Grantee’s properties; (b) will create an equitable servitude on the Grantor’s Property; (c) will constitute covenants running with the land; (d) will bind every person having any fee, leasehold or other interests in either of the parties’ properties or any portion thereof; and (e) will inure benefit of the respective parties hereto, their successors, assigns, heirs and personal representatives.

8. Grantee Covenants. Grantee covenants to maintain the installed utilities and improvements located within and on the Easement so that no damage will result from its condition or use to the any land owned by Grantors and its respective heirs, grantees, successors and assigns. At all times during which the Easement hereunder remain in effect, Grantee, at its sole cost and expense, shall obtain and keep in force

commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for injury to or death of one or more persons in any one occurrence and One Million Dollars (\$1,000,000) for damage or destruction to property in any one occurrence.

9. Indemnification of Grantor. During the term of this Agreement, Grantee shall defend, indemnify and hold Grantor harmless from any and all claims, damages, injuries, liabilities, and attorneys' fees suffered by or alleged against Grantor or its agents in connection with the use of the Easement hereunder.

10. Property Licensed Taken "As Is." Except to the extent expressly provided herein, Grantee understands and agrees that the Easement Property is accepted by Grantee "as is," without any representation or warranty or any kind.

11. Attorneys' Fees. If any action is brought by a Party hereunder against the other Party in respect to its rights under this Easement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

12. Entire Agreement. This Agreement and Easement represents the entire agreement and understanding between the Parties and supersedes any prior agreement, whether oral or written, between the Parties pertaining to the easement granted hereby.

13. Governing Law. This Agreement and Easement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Utah. Any action arising out of this Easement or the transactions contemplated hereby may only be instituted in any state or federal court located in Utah County, Utah. Further, each party expressly waives any objection that such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

14. Amendments. None of the terms or provisions of this Agreement or Easement may be amended except by an instrument in a notarized writing signed on behalf of both Parties and recorded with the Office of the Utah County Recorder.

15. Exhibits. Any exhibit attached hereto and referenced herein is incorporated herein by this reference.

16. Construction. This Agreement and Easement shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared this Easement.

17. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

18. Authorization to Sign. Each of the persons executing this Agreement and Easement represents and warrants to the other Party that he/she has the full power and authority to execute this Agreement and Easement on behalf of the entity for whom he/she is signing.

19. Waiver. No waiver hereunder shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Easement shall constitute a waiver of any other provision, whether or not similar.

20. Successors and Assigns. This Agreement and Easement, including the rights and obligations hereunder, shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

11. Counterparts. This Agreement and Easement may be executed by one or more of the

Parties to this Easement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT "A"

10.0' UTILITIES EASEMENT

A parcel of land situate in the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning on the Northwest Corner of Lot 1, WADSWORTH SPRINGVILLE SUBDIVISION, said point being North 89°32'39" East 1,214.57 feet along the Section line and North 00°27'21" West 1,031.44 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and running;

thence North 00°12'17" East 119.03 feet;

thence North 89°38'30" West 256.00 feet to a point on the Easterly Right-of-Way of 1750 West

Street;

thence North 00°16'34" East 10.00 feet along said Right-of-Way;

thence South 89°38'30" East 265.98 feet;

thence South 00°12'17" West 129.01 feet to a point on the North line of said subdivision;

thence North 89°47'43" West 10.00 feet along said North line to the point of beginning.

Contains 3,850 square feet or 0.088 acres.

EXHIBIT "B"

25.0' SEWER AND IRRIGATION EASEMENT

A parcel of land situate in the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning on the Northwest Corner of Lot 1, WADSWORTH SPRINGVILLE SUBDIVISION, said point being North 89°32'39" East 1,214.57 feet along the Section line and North 00°27'21" West 1,031.44 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and running;

thence North 00°12'17" East 119.03 feet;

thence North 89°38'30" West 256.01 feet to a point on the Easterly Right-of-Way of 1750 West Street;

thence North 00°21'30" East 25.00 feet along said Right-of-Way;

thence South 89°38'30" East 280.94 feet;

thence South 00°12'17" West 143.97 feet to a point on the North line of said subdivision;

thence North 89°47'43" West 25.00 feet along said North line to the point of beginning.

Contains 9,999 square feet or 0.230 acres.

EXHIBIT "B-1"

ACCESS EASEMENT

A parcel of land situate in the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way of 400 South Street (State Road 77), said point being North 89°32'39" East 1,483.58 feet along the Section line and North 00°27'21" West 891.19 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and running;

thence North 89°39'43" West 15.50 feet along said Right-of-Way to the Southeast Corner of Lot1 WADSWORTH SPRINGVILLE SUBDIVISION;

thence North 00°20'17" East 136.52 feet along the East line to the Northeast Corner of said subdivision;

thence North 89°39'43" West 175.85 feet along the North line of said subdivision;

thence North 65°30'31" East 29.77 feet;

thence South 89°39'43" East 164.33 feet along said;

thence South 00°20'17" West 149.02 feet to the point of beginning.

Contains 4,339 square feet or 0.100 acres.

EXHIBIT "B-2"

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land situate in the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way of 400 South Street (State Road 77), said point being North 89°32'39" East 1,483.58 feet along the Section line and North 00°27'21" West 891.19 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and running;

thence North 00°20'17" East 149.02 feet;
 thence North 89°39'43" West 164.33 feet;
 thence South 65°30'31" West 29.77 feet to a point on the North line of Lot 1
WADSWORTH SPRINGVILLE SUBDIVISION;
 thence North 89°36'03" West 54.58 feet along said North line;
 thence North 00°12'17" East 22.44 feet;
 thence South 89°39'43" East 255.98 feet;
 thence South 00°20'17" West 159.02 feet to a point on the said Northerly Right-of-Way;
 thence North 89°39'43" West 10.00 feet along said Right-of-Way to the point of beginning.

Contains 4,900 square feet or 0.112 acres

AND

A parcel of land situate in the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning on the Northwest Corner of Lot 1, WADSWORTH SPRINGVILLE SUBDIVISION, said point being North 89°32'39" East 1,214.57 feet along the Section line and North 00°27'21" West 1,031.44 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and running;

thence North 00°12'17" East 119.03 feet;
 thence North 89°38'30" West 256.01 feet to a point on the Easterly Right-of-Way of 1750 West Street;
 thence North 00°21'30" East 25.00 feet along said Right-of-Way;
 thence South 89°38'30" East 280.94 feet;
 thence South 00°12'17" West 143.97 feet to a point on the North line of said subdivision;
 thence North 89°47'43" West 25.00 feet along said North line to the point of beginning.

Contains 9,999 square feet or 0.230 acres.

EXHIBIT "C"

GRANTEE'S PROPERTY

PARCEL 1:

ALL OF LOT 1, WADSWORTH SPRINGVILLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 30, 2014 AS ENTRY NO. 52511:2014 OF OFFICIAL RECORDS, UTAH COUNTY RECORDER.

PARCEL 1A:

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC OVER AND ACROSS THE COMMON ACCESS AREAS, UTILITY AND SERVICE EASEMENTS, AND PARKING RIGHTS AS SET FORTH BY DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, BY WADSWORTH/MORE SPRINGVILLE, LLC, A UTAH LIMITED PARTNERSHIP, AS DECLARANT AND DEVELOPER OF THE SHOPPING AREA, RECORDED JULY 16, 2014 AS ENTRY NO. 49072:2014 OF UTAH COUNTY OFFICIAL RECORDS.

A.P.N. 55:791:0001

C.O.O. Initial: Date: 2/15/19
Legal Initial: Date: 2/12/19
Finance/Acctg Initial: Date:
 Initial: Date: