

12832901
8/20/2018 4:10:00 PM \$41.00
Book - 10704 Pg - 6646-6660
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 15 P.

AFTER RECORDING PLEASE RETURN TO:

Lamont R. Richardson, Esq.
Parr Brown Gee & Loveless
101 South 200 East Suite 700
Salt Lake City, Utah 84111

EASEMENT AGREEMENT
(Sign Facilities)

THIS EASEMENT AGREEMENT (the "Agreement") is made this 17 day of Aug, 2018 by and among ANTHEM CENTER, LLC, a Utah limited liability company ("Anthem") and SFP-E, LLC, an Oregon limited liability company ("Les Schwab"). Anthem and Les Schwab are sometimes referred to in this Agreement collectively as the "Parties."

RECITALS

A. Les Schwab is the fee owner of a tract of the real property located in Herriman, Utah, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Les Schwab Parcel"):

B. Anthem is the fee owner of the real property located in Herriman, Utah, more particularly described on Exhibit "B" attached hereto and made a part hereof (collectively, the "Anthem Parcel"). The Les Schwab Parcel and the Anthem Parcel are sometimes referred to herein, collectively, as the "Parcels," and each, individually, as a "Parcel."

D. The Parcels are governed by that certain Declaration of Covenants, Restrictions and Easements dated March 9, 2018 and recorded on April 3, 2018 as Document No. 12746680 in the Salt Lake County Recorder's Office (as amended from time to time, the "Declaration"). Capitalized terms used but not defined herein shall have their meanings set forth in the Declaration

E. Two pylon signs are or will be constructed within the Additional Developer Tract (each a "Pylon Sign" and collectively, the "Pylon Signs"), which Pylon Signs are located on the Anthem Parcel in the areas shown on Exhibit "C."

F. Anthem desires to grant an easement to Les Schwab, for the benefit of the Les Schwab Parcel, for the purposes of installing a panel on each of the Pylon Signs in the areas shown on Exhibit "C".

G. NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Anthem and Les Schwab agree as follows:

1. Definitions. Certain capitalized terms which are used in this Agreement are defined in this Agreement prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

"Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

"Mortgagee" means a Person which is the mortgagee, beneficiary or other secured party under a Mortgage.

"Owner" means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

"Parcels" means the Anthem Parcel and the Les Schwab Parcel.

"Person" shall have the meaning given it in Declaration.

3. Easement. Anthem hereby grants to Les Schwab an easement to place one (1) sign panel on the second panel slot of each of the Pylon Signs in the location depicted on Exhibit "C", which signage shall at all times comply with applicable laws. Les Schwab shall be solely responsible for the costs of fabrication and maintenance of the Les Schwab sign panels. Les Schwab shall be responsible for one-sixth (1/6th) of any costs incurred by Anthem in operating, repairing, and maintaining the Pylon Signs, which amount shall be referred to herein as its "Proportionate Share of Maintenance Costs." Upon receiving an invoice itemizing the Proportionate Share of Maintenance Costs, Les Schwab shall pay to Anthem such amount within thirty (30) days.

4. Construction and Maintenance. Anthem, at its sole cost and expense, shall be responsible for construction of the Pylon Signs. Once the Pylon Signs have been constructed, Anthem shall further have the sole responsibility, at its expense, to maintain, repair and/or replace the Pylon Signs. Such maintenance shall be in conformity with the maintenance required under Section 5 of the Declaration.

5. Runs With the Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be, and shall constitute, covenants running with the land as to the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in the Parcels, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns.

Each Owner of the Parcels shall comply with, and all interests in all the Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement. Anthem may assign its rights and responsibilities under this Agreement to any other Person, and this Agreement shall be subject to assignment, on the same terms as provided in Section 4.3.2(2) of the Declaration.

6. Title and Mortgage Protection. No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Agreement shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

7. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated by, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of the Parcels.

8. Notice. Any notice, demand or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified, first class mail, return receipt requested:

If to Anthem:

Anthem Center, LLC
126 Sego Lily Drive, Suite 275
Sandy, Utah 84070
Attn: Cory Gust

If to Les Schwab:

SFP-E, LLC
Attn: David Gibson, Esq.
PO Box 5350
20900 Cooley Rd.,
Bend, OR 97701

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice, demand or request sent pursuant to either subsection (a) hereof shall be

deemed received upon such personal service. Any notice, demand or request sent pursuant to subsection (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and, if sent pursuant to subsection (c) shall be deemed received forty-eight (48) hours following deposit in the mail.

9. General Provisions. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. This Agreement, including the attached exhibits, contains the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. All exhibits annexed to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

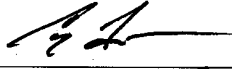
(signatures begin on following page)

IN WITNESS WHEREOF, Anthem and Les Schwab have executed this Agreement as of the date first set forth above.

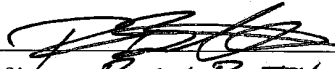
“ANTHEM”

ANTHEM CENTER, LLC, a Utah limited liability company, by its managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability company

By: 
Name: Cory Gust
Title: MANAGER

Anthem Commercial, LLC, a Utah limited liability company

By: 
Name: RYAN BURTON
Title: MANAGER

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17 day of Aug, 2018, by Ryan Button, the Manager of Anthem Commercial, LLC, a Utah limited liability company, a Manager of Anthem Center, LLC, a Utah limited liability company.



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 17 day of Aug, 2018, by Cory Gust, the Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, a Manager of Anthem Center, LLC, a Utah limited liability company.



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:



"LES SCHWAB"

SFP-E, LLC, an Oregon limited liability company

By: [Signature]
Name: Coney J. Parks
Its: Secretary

STATE OF Oregon)
COUNTY OF Deschutes) : ss.

The foregoing instrument was acknowledged before me this 17 day of August, 2018, by Coney J. Parks, the Secretary of SFP-E, LLC, an Oregon limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: 6/14/2019

My Commission Expires:

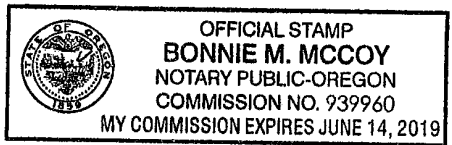


EXHIBIT "A"

to

EASEMENT AGREEMENT

Legal Description of Les Schwab Parcel

Lot 202, Anthem Commercial Lot 1, 2nd Amended Subdivision, amending Lots 2, 3, and 4 of Anthem Commercial Lot 1 Amended Subdivision, Herriman City, Salt Lake County, Utah, as recorded on May 9, 2018 as entry No. 12768888 in Book 2018P at Page 187 of the Official Records.

EXHIBIT "B"

to

EASEMENT AGREEMENT

Legal Description of Anthem Parcel

Lots 201 and 204, Anthem Commercial Lot 1 2nd Amended Subdivision, Amending Lots 2, 3 and 4 of Anthem Commercial Lot 1 Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

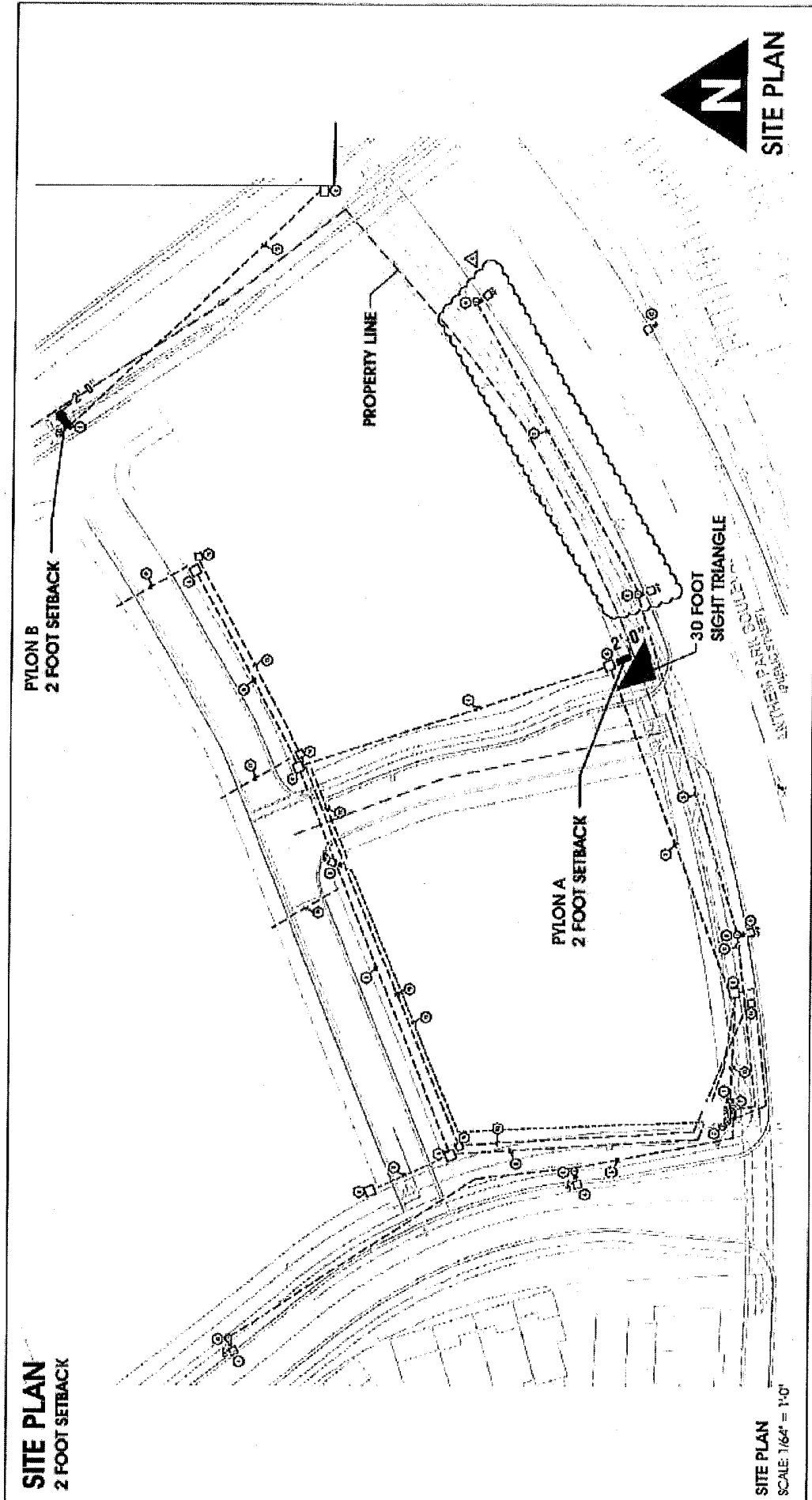
Tax Parcel Id No. 26-25-126-011, 26-25-126-012, 26-25-126-013, 26-25-126-014

EXHIBIT "C"

to

EASEMENT AGREEMENT

Signage Location
(see attached)



SITE PLAN

SITE PLAN
2 FOOT SETBACK

SITE PLAN
SCALE: 1/64" = 1'-0"

Utah Contractors: 375599-5501 • Nevada: 60486 • Colorado: 100024743 • Idaho: RC5-29965 • Wyoming: NCS. All other states subject to change. See also subject work. If examined for your records, use in connection with the project being planned for only. It is not to be reproduced, copied or altered.

APPROVED

MANUFACTURING FACILITIES INC. - HQ SALT LAKE CITY: 1920 S 900 W S.C. UT - (801) 972-5503 NORTHERN UTAH: 2924 Remykoma Avenue Ogden, UT. ITRM COUNTY: 1892 N. Parkway Court, Springdale, UT. LAS VEGAS 697 Confront Way, Las Vegas, NV

SALES APPROVAL: Pauline M. Pauline, NV

CUSTOMER APPROVAL: [Blank]

LANDLORD APPROVAL: [Blank]

FILE NAME: Arthem Development (Arthem) - Spn Package - 6-7-16

CLIENT: Arthem Development (Arthem)

ADDRESS: Healdton, UT

SALES APPROVAL: Pauline M. Pauline, NV

FILE NAME: Arthem Development (Arthem) - Spn Package - 6-7-16



PYLON SIGN - A

CORNER MAIN ST - NORTH SIDE PARCELS

10'-9"

VINYL SCHEDULE
SCREEN AND BUILT CO. (303) 225-1237

■	V1: RED VINYL
---	---------------

PAINT SCHEDULE
SCREEN AND BUILT CO. (303) 225-1237

■	P1: BLACK
■	P2: GREY

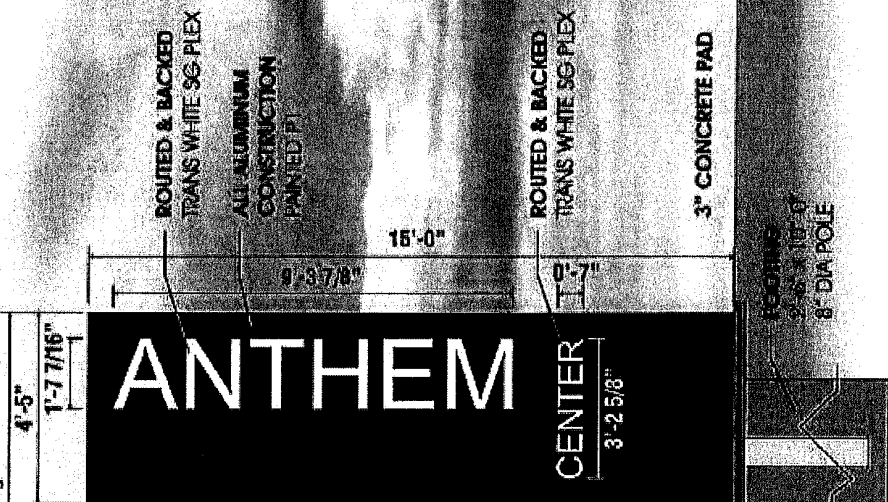
1 1/2" DIVIDER BARS
PAINTED P1

ALL ALUMINUM
CONSTRUCTION
PAINTED P1

2" RETAINER

ALL ALUMINUM
CONSTRUCTION
PAINTED P2

120 V SERVICE TO SIGN
BY GENERAL CONTRACTOR
/ ELECTRICAL CONTRACTOR
• ELECTRICAL GROUNDED TO PIPE SUPPORT
ELEVATION SCALE: 3/8" = 1'-0"



ILLUMINATED PANEL
TRANS WHITE LEXAN
WITH VINYL APPLIED V1
ILLUMINATION
RED LEDS
2" RETAINER

4'-0"

4'-0"

2'-8"

2'-4"

ROUTED & BACKED
TRANS WHITE 96 PLEX
ALL ALUMINUM
CONSTRUCTION
PAINTED P1

ROUTED & BACKED
TRANS WHITE 96 PLEX

3" CONCRETE PAD

POSTING
2'-0" x 1'-0" x 6"
8" DIA POLE

CLASS 2 POWER SUPPLY
LOW VOLTAGE POWER PACK
INPUT 100-240VAC 1.2A
OUTPUT +12V 5.0A 50/60Hz

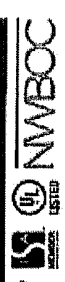
Utah Contractors: 375-909-5501 • Nevada: 604-665 • Colorado: LCC00027428 • Idaho: RCE-29939 • Wyoming: THE SIGN PEOPLE. Intellectual creative design provided by signmaster sign, it is submitted for your approval. USE IN CONNECTION WITH THE PROJECT BEING SUBMITTED FOR YOUR REVIEW. ALL RIGHTS RESERVED. COPIED OR REPRODUCED.

SAIT LAKE CITY:
1920 S. 900 W.
(801) 972-5503
WWW.SAILED-SIGN.COM

PROJING SEGS
 CONCRETE
 ELECTRICAL
 MECHANICAL

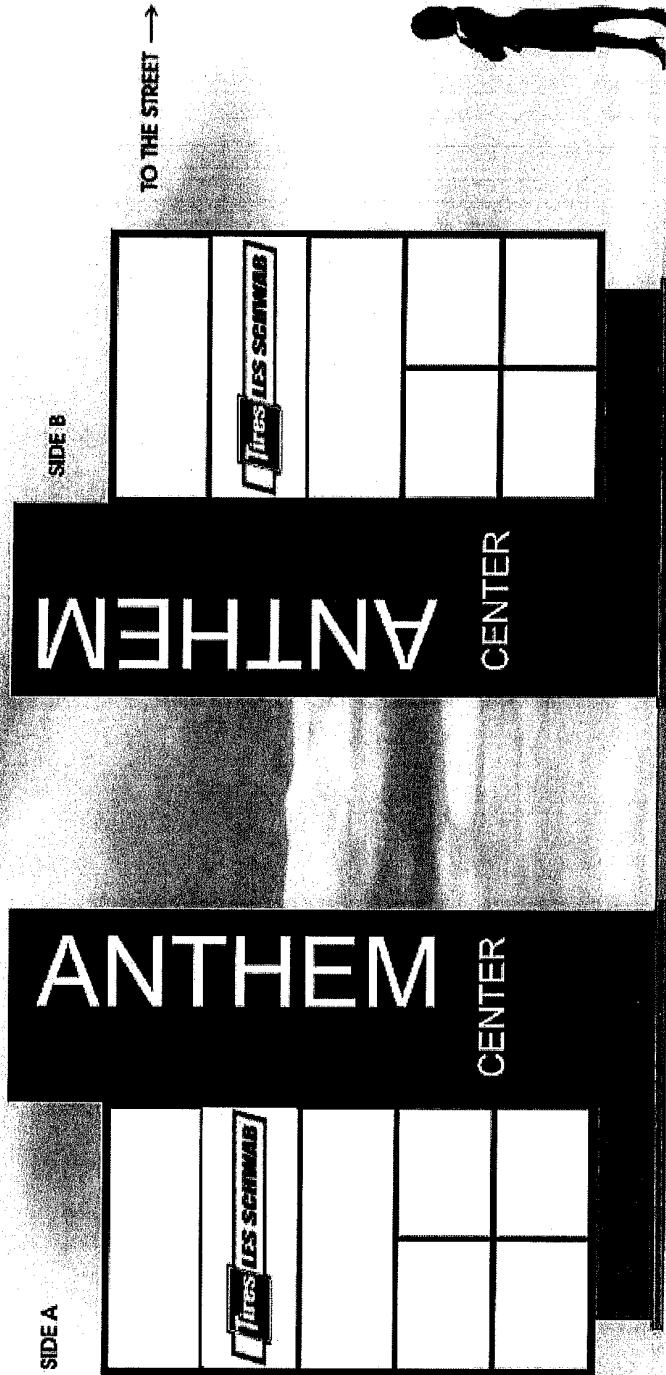
Customer Name: Client: Anthem Development (Hestman)	Sales Approval: Debra Ann
Address: Hestman, UT	Design: Sales, Marketing
File Name: Anthem Development (Hestman) - Sign Package - 6-7-18	

CUSTOMER APPROVAL	DATE: _____
LANDLORD APPROVAL	DATE: _____



MANUFACTURING FACILITIES IN - HQ SALT LAKE CITY: 1920 S 900 W SLC, UT • (801) 972-5503 NORTHERN UTAH: 2924 PERRY AVENUE OGDEN, UT UTAH COUNTY: 1802 N. PARKWAY COURT, SPRINGVILLE, UT LAS VEGAS: 4977 CORTECH WAY, LAS VEGAS, NV

PYLON SIGN - A
CORNER MAIN ST - NORTH SIDE PARCELS



ELEVATION
 SCALE 3/8" = 1'-0"

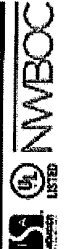
Utah Contractors: 375808-5801 • Nevada: 60486 • Colorado: UC00247443 • Idaho: RCE-29959 • Wyoming: THIS IS AN ORIGINAL UNRECORDED DRAWING. IT IS SUBMITTED FOR YOUR RECORD USE IN CONNECTION WITH THE PROJECT. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR ENGRAVED.

DESIGNER
DESIGN & ANIMATING
 SALT LAKE CITY:
 1920 S. 900 W.
 (801) 972-5503
 WWW.LIATED-SIGN.COM

CLIENT: Anthem Development (Preston)
Address: Highland, UT
File Name: Anthem Development (Preston) - Sign Package - 7-26-18 (PRODUCTION)

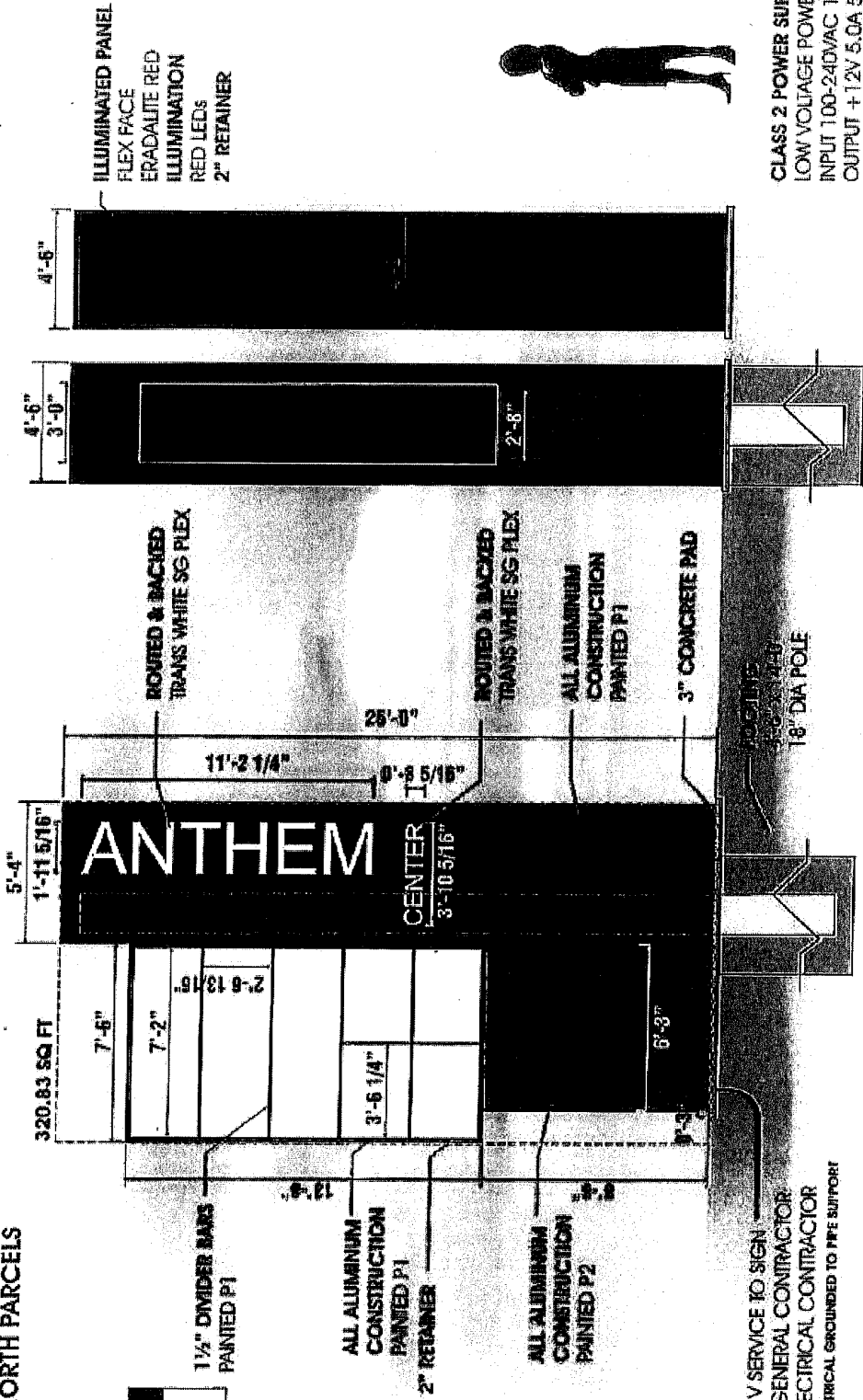
SALES APPROVAL: []
DESIGNER: []
DATE: []
CUSTOMER APPROVAL: []
LANDLORD APPROVAL: []

MANUFACTURING FACILITIES IN • HQ SALT LAKE CITY: 1920 S 900 W S.C. UT • (801) 972-5503 NORTHERN UTAH: 2324 Pennsylvania Avenue Ogden, UT UTAH COUNTY: 1882 N. Parkway Court, Springville, UT LAS VEGAS 697 Coitman Way, Las Vegas, NV



PYLON SIGN - B
MOUNTAIN VIEW - NORTH PARCELS

PAINT SCHEDULE	
CONSTRUCTION MATERIALS AND FINISHES	
	P1: BLACK
	P2: GREY



CLASS 2 POWER SUPPLY
LOW VOLTAGE POWER PACK
INPUT 100-240VAC 1.2A
OUTPUT +12V 5.0A 50/60HZ

3 of 7

Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: UC02047245 • Idaho: 825-29969 • Wyoming: 765-8400000
SALT LAKE CITY: 1920 S. 900 W. (801) 972-5503 WWW.ALLED-ELECTRIC.COM
MANUFACTURING FACILITIES BY - HQ SALT LAKE CITY: 1920 S 900 W SLC, UT • (801) 972-5503 NORTHERN UTAH: 2924 Penryn/Avenue Ogden, UT 84401
Client: Anthem Development (Hartman) Address: Hartman, UT File Name: Anthem Development (Hartman) - Sign Package - 7-26-18 PRODUCTION

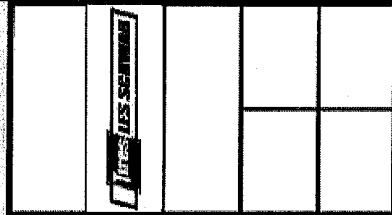
DESIGNING SHEETS	DATE: 7/26/18	BY: JMM
CONCRETE	APPROVAL: [Signature]	DATE: 7/26/18
WELDING	DESIGNER: JMM	DATE: 7/26/18
FINISHING	SALES APPROVAL: [Signature]	DATE: 7/26/18
PRODUCTION	SALES: [Signature]	DATE: 7/26/18
PRODUCTION	LANDING: [Signature]	DATE: 7/26/18
PRODUCTION	FINAL: [Signature]	DATE: 7/26/18



PYLON SIGN - B
MOUNTAIN VIEW - NORTH PARCELS

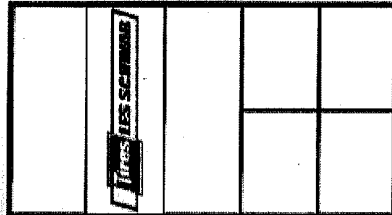
← TO THE STREET

SIDE A



ANTHEM
 CENTER

SIDE B



TO THE STREET →

ELEVATION
 SCALE: 3/8" = 1'-0"

Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: LIC00247448 • Idaho: RCS-29969 • Wyoming: The sign is original or published drawing created by a sign designer for use in construction with the product being planned for you. It is not to be reproduced, copied or directly



SALT LAKE CITY:
 1920 S. 900 W.
 (801) 972-5503
 WWW.CUTTING-EDGE-SIGN.COM

- DESIGNER'S STEP:**
- CONCEPT
 - DESIGN
 - PERMITS
 - MANUFACTURING
 - INSTALLATION

Project Name: Anthem Center
Address: Mountain View
City/State: Mountain View, UT

Client: Anthem Development (Restroom)
Address: Mountain View, UT
File Name: Anthem Development (Restroom) - Sign Package - 7-26-18 (PRODUCTION)

SALES APPROVAL:
 Designer: []
 Designer: []

CUSTOMER APPROVAL:
 Landlord: []
 Landlord: []

MANUFACTURING FACILITIES IN - HQ SALT LAKE CITY: 1920 S 900 W SLC, UT • (801) 972-5503 NORTHERN UTAH: 2926 PentasAvenue Ogden, UT UTAH COUNTY: 1952 N. Parkway Court, Springville, UT LAS VEGAS 697 Cottonwood Way, Las Vegas, NV

