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Alan Spriggs, Summit County Utah Recorder  
07/20/2011 12:06:17 PM Fee \$26.00

By FIRST AMERICAN NCS - SOUTH TEMPLE  
Electronically Recorded

**WHEN RECORDED RETURN TO:**

Leeza Evensen, Esq.  
Snell & Wilmer, L.L.P.  
15 West South Temple, #1200  
Salt Lake City, Utah 84101

**DEDICATION OF PUBLIC ROADWAY**

THIS DEDICATION OF PUBLIC ROADWAY ("Dedication") is made as of July 13, 2011, by and between Coalville City, a Utah municipal corporation ("Grantee"), whose address is 10 Main Street, Coalville, Utah 84017; and Allen Hollow LLC, a Wyoming limited liability company ("Grantor"), whose address is P.O. Box 4902, 148 South Redmond, Jackson, Wyoming 83001.

**RECITALS**

A. Grantee requires a public roadway to a parcel of land, hereinafter described, owned by Grantor, upon which Grantee may hereafter construct, improve, operate and maintain a public roadway, and exercise all rights incident thereto, together with the right to authorize, permit and license the use thereof for public utilities, including storm drain retention, and other public purposes, as may be necessary for the efficient construction, improvement, operation and maintenance of such public roadway and public utilities.

B. Grantor desires to grant to Grantee a right of way solely for such purposes and to dedicate the same for use by the public as a roadway and Grantor hereby approves the location of such roadway and consents to the establishment thereof upon the land hereinafter described, subject to Grantor's reservation of a reversionary interest as provided in this Dedication and subject to certain covenants and restrictions hereinafter described.

**COVENANTS, RESTRICTIONS, DEDICATION AND  
RESERVATION OF INTEREST**

In consideration of the promises, covenants and conditions to be kept and performed by Grantee, and the further consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor does hereby quitclaim and dedicate to Grantee for use solely as a public roadway and for public utilities, including storm drain retention, and all incidents thereto as may be necessary for the efficient construction, improvement, operation and maintenance of such public roadway and public utilities (such uses being referred to hereinafter as the "Public Road and Public Utility Purposes"), that certain real property situated in Summit County, Utah, and more particularly described and shown on Exhibit A attached hereto and made a part hereof (the "Property");

SUBJECT TO the Deed Restrictions (defined later) and further SUBJECT TO Grantor's reservation of a reversionary interest in the Property such that Grantee's interest in the Property shall be forfeited to Grantor, its successors and assigns, if, (i) following Grantee's completion of construction of a public roadway on the Property, Grantee ceases to use the Property solely for Public Road and Public Utility Purposes or (ii) a roadway complying with the specifications of Exhibit B attached hereto is not

**ACCOMMODATION RECORDING ONLY.  
FIRST AMERICAN TITLE MAKES NO  
REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT.**

completed on the Property within ten (10) years of the date of recordation of this Dedication (collectively, "Use Conditions"). A forfeiture of Grantee's interest in the Property for failure to comply with the Use Conditions shall be in accordance with the procedures of **Exhibit C** attached hereto.

The Parties agree that Grantee shall be deemed to be using the Property for Public Road and Public Utility Purposes as long as there is a road constructed on the Property that is open and available for use by the public, such road is maintained by Grantee, and such road complies with the specifications of **Exhibit B**. The Parties agree that Grantee shall be deemed to be using the Property for Public Utility Purposes as long as there are utility lines installed on or under the Property that are actively being used for transmission of public utilities.

The dedication is made SUBJECT TO all current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters that an accurate survey of the Property or a physical inspection of the Property would disclose.

GRANTEE SHALL HAVE AND HOLD the Property forever, subject to Grantor's reversionary interest described herein, together with all the rights and privileges appurtenant thereto, provided that the Grantee complies with, keeps and carries out the following conditions, reservations, and restrictions (collectively, the "**Deed Restrictions**") which shall run with and be attached to the Property and which Grantee acknowledges were part of the inducement for Grantor to make this dedication:

#### **DEED RESTRICTIONS, RESERVATIONS, AND CONDITIONS**

1. The Property shall be used for no purposes other than the Public Road and Public Utility Purposes, including, without limitation, storm drain retention.
2. Grantee shall promptly repair, at Grantee's cost, any improvements belonging to the Grantor that may be damaged during the construction of the roadway on the Property.
3. The roadway on the Property shall comply with the specifications set forth in **Exhibit B** attached hereto.
4. There is hereby reserved to Grantor and its contractors, officers, employees, agents, successors and assigns (a) a permanent, perpetual, and non-exclusive easement for utilities, and irrigation and drainage purposes, including, without limitation, for the installation, relocation, operation, maintenance, repair and replacement of water and sewer mains, utility lines, pumps, pipes, transformers, towers, tanks, wires, conduits, culverts, ditches, ponds and other necessary facilities or systems for the purpose of serving Grantor's property located near or adjacent to the Property, and for ingress and egress to and from the same; and (b) without extinguishing the aforementioned general easement, the right from time to time to substitute one or more specific easements for the use by utility companies or others by recording of an instrument in the real estate records of Summit County, Utah. All such facilities and systems, mains, sewers, conduits, lines and other utilities (collectively, the "**Utility Systems**") shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers, utility poles and lines and such other facilities as are required to be above ground by the utility providing such service. The installation, operation, maintenance, repair and replacement of the Utility Systems shall not unreasonably interfere with the use of the Property for a roadway. Notwithstanding anything to the contrary contained in this Section 4, all Utility Systems shall comply with

Grantee's standards and specifications and Grantee's development code, as amended. Grantor shall be responsible for repairing or replacing any damage caused by Grantor's use of the easements reserved under this Section 4, including any damage caused by Grantor's construction, excavation and repairs in connection with such easements.

Except for arbitration of Disputes (as defined in Exhibit C), which shall be resolved as provided on Exhibit C, Grantor may enforce the Deed Restrictions by injunction, specific performance or other remedies available at law or in equity and if Grantor prevails in such a proceeding, it shall have the right to recover reasonable attorneys' fees and costs from the Grantee to be fixed by the court in the same action.

The provisions herein contained shall run with the Property and shall be binding upon and inure to the benefit of Grantee and Grantor, and the heirs, executors, administrators, successors and assigns of such parties, as applicable.

This Dedication shall be interpreted and enforced in accordance with the laws of the State of Utah, without regard to its conflict of laws provisions.

All notices, demands, and statements shall be in writing and shall be given by personal delivery, express delivery service or by deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Parties at the addresses appearing on the first page of this Agreement or at such other place as either Party may designate in writing to the other Party. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery or express delivery service, or the date of deposit in the mail, if the notice is sent through the United States mail. Notice is deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or express delivery service, or three (3) business days after deposit in the mail, if the notice is sent through the United States mail.

*[signature page follows]*

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

**GRANTOR:**

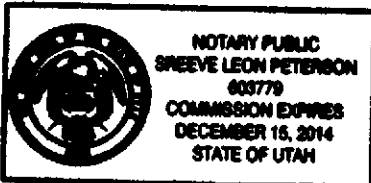
**ALLEN HOLLOW LLC**, a Wyoming limited liability company

By: Matthew Ireland  
Name: Matthew Ireland  
Title: Manager

STATE OF Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2011, by Matthew Ireland, Manager of Allen Hollow LLC, a Wyoming limited liability company, on behalf of the company.

[Signature] \_\_\_\_\_ December 15, 2014  
Notary Public My Commission Expires



**ACCEPTANCE OF DEDICATION  
BY GRANTEE**

Pursuant to a meeting of the duly constituted members of the City Council of Coalville City, on the 13<sup>th</sup> day of June, 2011, at which meeting a majority of the members present voted approval, the foregoing Dedication of Public Roadway is accepted by Coalville City, Utah, Grantee.

DATED this 13<sup>th</sup> day of June, 2011

COALVILLE CITY,  
a Utah municipal corporation

By: [Signature]  
Its: Mayor

ATTEST: Chantel E. Pace  
\_\_\_\_\_  
City Recorder

[Signature]  
\_\_\_\_\_  
City Attorney

State of Utah )  
 ) ss.  
County of Summit)

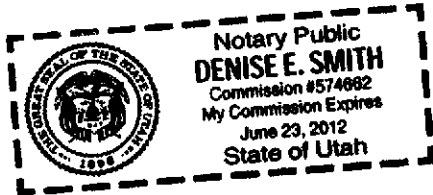
On this 13<sup>TH</sup> day of JUNE, 20 11, before, me DENISE E. SMITH the undersigned, Notary Public, personally appeared

DUANE SCHMIDT, CHANTEL PACE & SHELDON A SMITH  
whose identities were proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to this document, and who acknowledged that they signed the above document.

In witness whereof I hereunto set my hand and official seal.

*Denise E. Smith*  
Notary Public

6-23-12  
My Commission Expires



**EXHIBIT A**  
**Legal Description of Property**

That portion of the Small Business and Technology Park in the City of Coalville, County of Summit, State of Utah, per the official plat thereof, located in the Northwest Quarter of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and being a strip of land 60.00 feet in width described as follows:

**COMMENCING** at the North Quarter Corner of said Section 9; thence South  $89^{\circ} 47' 19''$  West 594.06 feet along the northerly line of said Section 9 and the southerly line of the Cedar Crest Subdivision to the **TRUE POINT OF BEGINNING**; thence South  $34^{\circ} 30' 14''$  East 345.26 feet to northwesterly right-of-way line of Summit Business Park Drive, 60.00 feet wide, and the beginning of a curve concave northerly having a radius of 270.00 feet; thence Westerly 28.65 feet along said curved right-of-way through a central angle of  $06^{\circ} 04' 46''$ ; thence, continuing along said right-of-way South  $75^{\circ} 12' 23''$  East 34.59 feet; thence North  $34^{\circ} 30' 14''$  West 366.30 feet to said northerly line of Section 9; thence North  $89^{\circ} 47' 19''$  East 72.62 feet along said northerly line to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** 21,380 square feet, more or less.

CT-301-C

SURVEYORS CERTIFICATE

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

COUNTY RECORDER

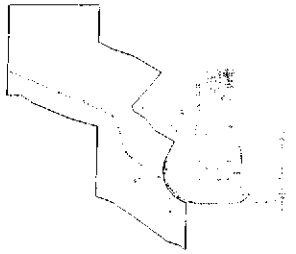


# SUMMIT BUSINESS AND TECHNOLOGY PARK

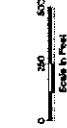
PART OF THE SOUTH 1/2 OF SECTION 4  
AND PART OF THE NORTH 1/2 OF SECTION 9  
T2N, R5E, S18&M, U.S. SURVEY

COALVILLE CITY, SUMMIT COUNTY, UTAH

APRIL 2003



VICINITY MAP



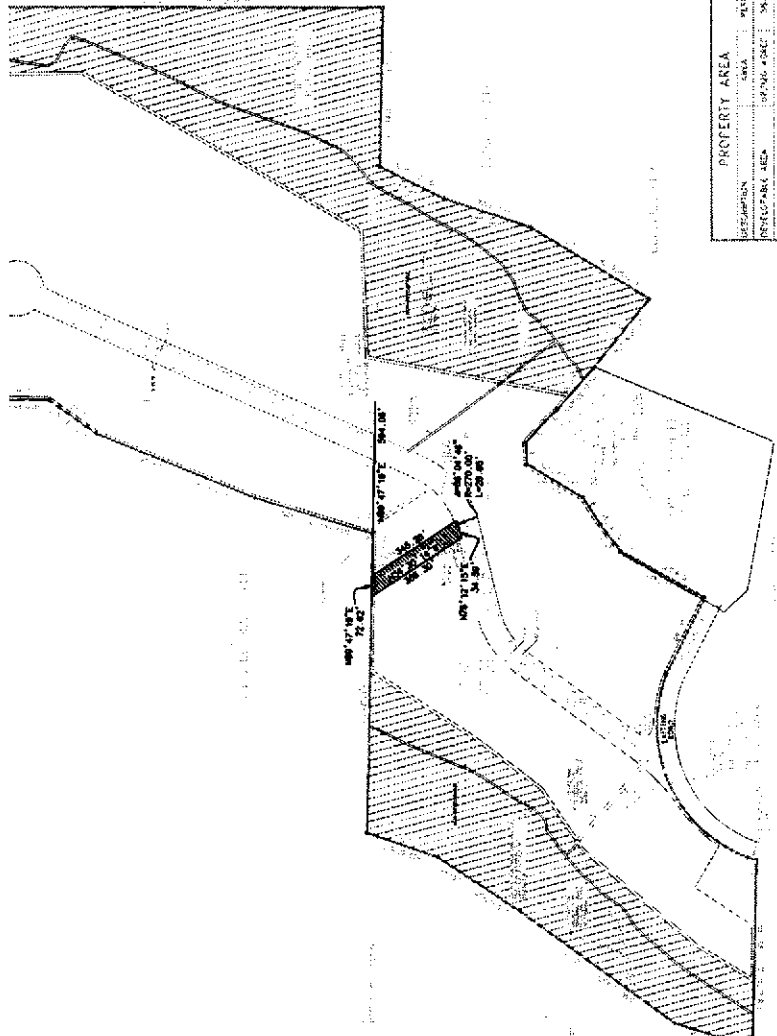
Scale in Feet

NOTES

IMPRATIVE

DEVELOPER

OWNER



PROPERTY AREA	
DESCRIPTION	AREA
DEVELOPABLE AREA	10.00 AC
IMPRV. AREA	0.00 AC
TOTAL AREA	10.00 AC

COALVILLE CITY PUBLIC WORKS DIRECTOR	STORM POWER AND LIGHT	NORTH SUMMIT FIRE DISTRICT	COALVILLE CITY COUNCIL ACCEPTANCE	ACKNOWLEDGMENT
COALVILLE CITY ATTORNEY	COALVILLE CITY ENGINEER	COALVILLE CITY PLANNING COMMISSION APPROVAL		

**EXHIBIT B**  
**Road Specifications**

1. The road shall meet the standards and requirements of the Coalville City Development Code.
2. The road shall be sixty (60) feet in width.
3. The asphalted portion of the road shall be thirty-two (32) feet in width.



**EXHIBIT C**  
**Forfeiture Procedures**

**Forfeiture of Grantee's Interest**

A forfeiture of Grantee's interest in the Property for failure to comply with any Use Condition shall occur ninety (90) days following Grantee's receipt of written notice from Grantor (or its successor or assignee) stating that Grantee has failed to satisfy a Use Condition (the "Notice Period"), unless during such Notice Period Grantee notifies Grantor that it disputes Grantor's determination that Grantee has failed to satisfy the Use Condition (the "Dispute") by delivery of a written notice to Grantor ("Grantee's Notice"). Unless Grantee delivers Grantee's Notice within the Notice Period, following expiration of the Notice Period, the interest of Grantee in the Property, upon the recording in the office of the Summit County Recorder of an affidavit of Grantor (or Grantor's successor or assignee) accurately stating the events causing the forfeiture, shall immediately revert and transfer to Grantor or to Grantor's successor or assignee, if applicable, together with any and all improvements made to the Property after the date hereof, without any right of Grantee or any other Party to receive reimbursement or other compensation. Grantee does hereby release Grantor from all claims for damage or compensation on account of the reversion of the Property and improvements located thereon to Grantor as provided in this Dedication.

If Grantee timely delivers Grantee's Notice to Grantor, then the Dispute shall be resolved by arbitration as described below, and the decision reached through arbitration shall be binding on the Grantor and Grantee (together, the "Parties" and individually, a "Party"). The Parties hereby waive the right to have the Dispute resolved by a judicial determination and the requirement for all such Disputes to be resolved through arbitration shall constitute an absolute defense to any court action filed by one of the Parties against the other, and shall enable the Party against whom such action is filed to cause such action to be dismissed or satisfied at any time. If the arbitration decision is in favor of the Grantor due to the arbitrator's determination that Grantee has failed to satisfy a Use Condition, then Grantee's interest in the Property shall be forfeited to Grantor and Grantor shall be authorized to record the arbitrator's decision in the records of the Summit County Recorder to reflect forfeiture of Grantee's interest in the Property to Grantor, or to Grantor's successor or assignee, if applicable, together with any improvements made to the Property after the date hereof, without any right of Grantee or any other Party to receive reimbursement or other compensation.

**Arbitration Procedures**

Any Dispute between the Parties regarding whether Grantee has failed to satisfy any Use Condition that the Parties are unable to resolve themselves shall be submitted to and resolved by arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association and as provided in this Exhibit. The arbitrator shall consider the dispute at issue in Salt Lake City, Utah within ninety (90) days (or such other period as may be acceptable to the Parties) of the designation of the arbitrator. The arbitrator shall be bound to follow the laws of the State of Utah in reaching any decision and making any award and shall deliver a written award, including written findings of fact and conclusions of law, with respect to the dispute to each of the Parties, who shall promptly act in accordance therewith. In no event shall the arbitrator have the power to award damages in connection with resolving the Dispute. Either Party may enforce any award rendered pursuant to these arbitration provisions by bringing suit in any court of competent jurisdiction. All costs and expenses attributable to the arbitrator shall be allocated between the Parties in such manner as the arbitrator determines to be appropriate under the circumstances. Either Party may file a copy of the Dedication with any arbitrator or court as written evidence of the knowing, voluntary and bargained agreement among the Parties with respect to arbitration of the Dispute arising under the Dedication.