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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KIP WADSWORTH  
166 E 14000 S SUITE 210  
DRAPER UT 84020  
BY: HNP, DEPUTY - WI 9 P.

**WHEN RECORDED, MAIL TO:**

Wadsworth Acquisitions, LLC  
Attn: Kip Wadsworth  
166 East 14000 South, Suite 210  
Draper, Utah 84020

For reference purposes only:  
Tax Parcel Nos. 28-30-351-073,  
28-30-351-069, 28-30-351-070

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 13 of August, 2013 (the "Effective Date") by and between KRISTINE ANN PROPERTIES, LLC a Utah limited liability company (hereinafter "Grantor"), NEIL & LAURIE SUMMERHAYS PROPERTIES LLC (also known as Neil And Laurie Summerhays Properties LLC), a Utah limited liability company (hereinafter, "Neil"), and D & C DRAPER PROPERTIES, LLC, a Utah limited liability company (hereinafter "D&C"). Neil and D&C may sometimes be referred to herein collectively as the "Grantee", and Neil, D&C, and Grantor may be referred to hereinafter collectively as the "Parties," or individually as a "Party," as the case may be.

**RECITALS**

A. Grantor is the owner of certain real property (hereinafter referred to as the "Easement Property") located in Draper City, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

B. D&C is the owner of the following real property located in Draper City, Salt Lake County, State of Utah (hereinafter referred to as "Lot 1"):

Lot 1, Summerhays 123<sup>rd</sup> Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

C. Neil is the owner of the following real property located in Draper City, Salt Lake County, State of Utah (hereinafter referred to as "Lot 2"):

Lot 2, Summerhays 123<sup>rd</sup> Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

D. Lots 1 and 2 abut the Easement Property.

E. Grantees have requested, and Grantor is willing to grant, certain easements for ingress, egress, parking, and the maintenance of a dumpster and dumpster enclosure on the Easement Property, as more fully described and on the terms and conditions set forth below.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the sum of Ten Dollars in hand paid, the covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### AGREEMENT

1. Easement for Access, Ingress and Egress. Grantor hereby grants to Grantees, and to each of them, a perpetual, nonexclusive easement over and across the Easement Property for vehicular and pedestrian access, ingress and egress thereon by the owners, tenants, employees, agents, invitees, and guests of Lot 1 and Lot 2. Grantor covenants that it will not erect any walls, fences, barriers, improvements, or other structures which would prevent or obstruct the use and enjoyment of the Easement Property for access, ingress and egress by Grantees; provided, however, reasonable traffic signs approved in advance by Grantees (which approval shall not be unreasonably withheld, conditioned or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long as the Easement Property is not closed or blocked.

2. Easement for Existing Dumpsters and Dumpster Enclosures. Grantor hereby grants to Grantees, and to each of them, a perpetual, nonexclusive easement over and across the Easement Property for the use and maintenance of dumpsters and dumpster enclosures at the locations shown and labeled "Dumpster" or "Dumpster Enclosure" on Exhibit "B" attached hereto and incorporated by reference herein.

3. Easement for Parking. Grantor hereby grants to Neil a perpetual, exclusive easement to park vehicles on the area crosshatched on Exhibit "B" and labeled "Area of Easement Reserved for Parking Stalls" (the "Parking Area"). This parking easement is for the use and benefit of the owners, tenants, employees, agents, invitees, and guests of Lot 2. All parking on the Parking Area shall be temporary only and no vehicles shall be stored, displayed for sale or remain parked for more than 24 hours.

4. Maintenance. The owners of Lot 1 and Lot 2 will have the right to repair and/or replace the asphalt on the Easement Property and the dumpsters and dumpster enclosures as they deem reasonably necessary and Grantor hereby gives them the right and easement to enter on the Easement Property for that purpose. In all such repairs and replacements, the owner of Lot 2 will bear the cost of repair or replacement of asphalt in the Parking Area, and the owners of Lot 1 and Lot 2 will each bear one-half (1/2) of the cost of repair or replacement of asphalt in the remainder of the Easement Property.

5. Term. The term of this Agreement (the "Term") shall be perpetual.

6. Limited Representations and Warranties. Grantor represents and warrants to Grantees that it is the owner of the Easement Property, that it has authority to grant the easements described herein without the need for any notice to, consent of or subordination by,

any other person or entity, and that such easement is free and clear of all liens, encumbrances and restriction except those appearing of record.

7. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of or interest in the Easement Property to the general public, or for any public use or purpose whatsoever, it being the intention of the Parties hereto that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Easement Property herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of the Parties hereto. Notwithstanding any other provisions herein to the contrary, any Party may periodically restrict ingress or egress from the Easement Property in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the Parties. Grantees covenant with Grantor that any future development of Lot 1 and Lot 2 will comply with all applicable ordinances of Draper City.

8. Covenants Running with the Land. For the duration of the Term of this Agreement, the rights and obligations contained in this Agreement shall run with the land, burdening the Easement Property and inuring to and be for the benefit of Lot 1 and Lot 2, and shall be binding upon the owners of the Easement Property and run in favor of the owners of Lot 1 and Lot 2, their successors, assigns and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such owners.

9. Amendment. This Agreement can only be amended, modified or terminated by a written instrument, signed by all parties owning a fee interest in any portion of the Easement Property, Lot 1, and Lot 2. Any such amendment shall be recorded at the office of the Salt Lake County Recorder. However, nothing herein shall be deemed to prevent a Party from making changes to its property only, so long as such changes do not materially affect the easements and rights granted herein.

10. Not a Partnership; No Third Party Rights. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of the other Party in the conduct of their respective businesses or otherwise. The provisions of this Agreement relating to the granting of easements are solely for the purpose of providing ingress and egress, parking, and dumpster facilities as provided herein. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

11. Successors and Assigns. This Agreement shall not impair the right of any Party to hereafter convey any interest in any or all of the property burdened or benefited hereby, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which they are appurtenant. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representative, heirs, successors and assigns.

12. No Waiver. A delay in enforcing or failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

13. Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

14. Captions. Any captions contained in this Agreement are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of the nouns and pronouns shall include the plural, and vice versa.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

16. Counterparts. This Agreement may be executed in counterparts and once so executed by all Parties hereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

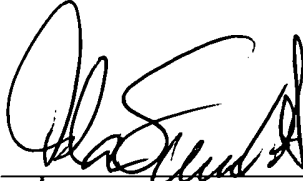
17. Remedies; Attorney's Fees. In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, authorized representatives of the respective Parties have executed this Agreement as of the day and year written above.

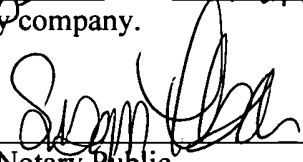
KRISTINE ANN PROPERTIES, LLC,  
a Utah limited liability company

By:   
Its: Co manager

STATE OF UTAH                    )  
  : SS  
COUNTY OF SALT LAKE    )

The foregoing Easement Agreement was personally acknowledged before me on this 13 day of July, 2013 by Nan Simmons, as Co manager of Kristine Ann Properties, LLC, a Utah limited liability company.



  
Notary Public

D & C DRAPER PROPERTIES, LLC, a Utah  
limited liability company

By: Dennis C. Sommerhays  
Its: Manager

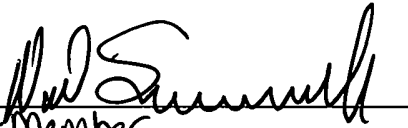
STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

The foregoing Easement Agreement was personally acknowledged before me on this  
9 day of July, 2013 by Dennis Sommerhays, as Manager of D &  
C DRAPER PROPERTIES, LLC, a Utah limited liability company.



Susan Forbush  
Notary Public

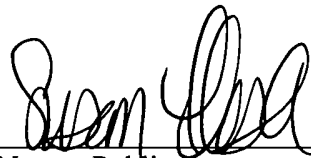
NEIL & LAURIE SUMMERHAYS PROPERTIES LLC  
(aka Neil And Laurie Summerhays Properties LLC),  
a Utah limited liability company

By:   
Its: Member

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

The foregoing Easement Agreement was personally acknowledged before me on this 9 day of Aug July, 2013 by Neil Summerhays, as Member of NEIL & LAURIE SUMMERHAYS PROPERTIES LLC (aka Neil And Laurie Summerhays Properties LLC), a Utah limited liability company



  
Notary Public

**EXHIBIT "A"**  
Legal Description of Easement Property

**INGRESS/EGRESS, PARKING AND DUMPSTER EASEMENT**

Beginning at the Southeast Corner of Lot 2, Summerhays 123<sup>rd</sup> Subdivision according to the official plat thereof, on file and of record in the office of Salt Lake County Recorder; said Southeast Corner of Lot 2 being North 1330.67 feet and West 1512.06 feet (measured) from the South Quarter Corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian;

- thence South 12.58 feet;
- thence North 89°14'44" West 109.78 feet;
- thence southwesterly 7.67 feet along the arc of a 4.35 foot radius curve to the left (center bears South 05°00'30" West and the chord bears South 44°28'09" West 6.72 feet with a central angle of 101°04'43");
- thence South 00°01'45" West 19.08 feet to a point on the North Line of an existing 24.0 foot ingress/egress right of way per Draper Crossing Subdivision Phase 2;
- thence West 25.27 feet along the north line of said ingress/egress right of way;
- thence North 01°47'12" East 19.57 feet;
- thence northwesterly 7.35 feet along the arc of a 4.66 foot radius curve to the left (center bears North 89°35'11" West and the chord bears North 44°46'51" West 6.61 feet with a central angle of 90°23'21");
- thence North 89°26'29" West 48.21 feet to a point on the East Line of Lot 201, Draper Crossing Subdivision Phase 2 ;
- thence North 10.29 feet along said East Line of Lot 201 to the Southwest Corner of Lot 1, Summerhays 123<sup>rd</sup> Subdivision;
- thence East 192.00 feet along the South Line of Lots 1 & 2 Summerhays 123<sup>rd</sup> Subdivision to the point of beginning.

Contains 2,790 square feet or 0.064 acres.



**EXHIBIT "B"**  
**Depiction of Easement Property Showing Parking Area and Dumpster Areas**

