



After Recording Return To:  
Steven Cherrington  
Lindon View, LLC  
275 West 200 North  
Lindon, UT 84042

ENT 11453:2016 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Feb 10 4:40 pm FEE 23.00 BY JB  
RECORDED FOR TAYLOR ORTHO MANAGEMENT CO

*Parcel Id Nos. 45:567:0001 and 45:567:0002*

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of November 9, 2015, by and between Lindon View, LLC, a Utah limited liability company, and Taylor Ortho Management Co., LLC, Inc., a Utah limited liability company.

### Recitals

A. Lindon View, LLC, owns certain real property located in Utah County known by Utah County Parcel Id No. 45:567:0001, and more particularly described as Lot 1, 275 West 200 North, Lindon, Utah (the "Lindon View Property"); See Exhibit A.

B. Taylor Ortho Management Co., LLC., purchased from Lindon View, LLC, an adjoining parcel of real property located in Utah County known by Utah County Parcel Id. No. 45:567:0002, and more particularly described as Lot 2, 195 North State Street, Lindon, Utah (the "Taylor Property"). See Exhibit A.

C. Taylor Ortho Management Co., LLC, will construct an office building on the Taylor Property; however, the Taylor Property does not contain enough space for access to the garbage dumpster located on the Taylor Property as required by the City of Lindon; therefore, access is required through the Lindon View Property.

D. Lindon View, LLC, will grant to Taylor Ortho Management Co., LLC, a perpetual easement across a portion of the parking lot located on the Lindon View Property (the "Easement Property" as further defined below) for the limited purpose of allowing Taylor Orthodontics, Inc., to access and to use the garbage dumpster located behind the Taylor Property. See Exhibit A.

E. The relative locations of the Lindon View Property and the Taylor Property, and the Easement Property (shaded in yellow on the Exhibit A, located on the north east portion of the Lindon View Property) are visually depicted on the diagram attached as Exhibit A.

### Agreement

1. Access Easement. Lindon View, LLC hereby grants to Taylor Ortho Management Co., LLC, and its assigns a perpetual, nonexclusive right and easement over, on, and across a portion of the Lindon View Property, for the sole and limited purpose of ingress, egress, and access over, across and through the Lindon View Property for garbage placement and pickup, as well as the maintenance of said dumpster and related facilities to City standards.

2. **Maintenance.** Taylor Ortho Management, Co., LLC, or assigns, at their sole cost and expense, shall construct, maintain, repair, and replace if necessary the improvements made to those portions of the Easement Property so as to keep such Easement Property at all times in a safe, sightly, and functional condition including but not limited to the landscaping, sidewalk, concrete/asphalt access pathway and dumpster enclosure, and shall repave the surface of such Easement Property from time to time, as and when necessary, so as to provide for the orderly use of the Easement Property. Taylor Ortho Management, Co., LLC, or assigns, shall keep all trash, garbage, debris, and other similar items or materials within the dumpster and dumpster enclosure.

3. **Burden Upon Land.** The easements, covenants, restrictions and rights granted and made herein are to run with the land and be appurtenant with the respective property benefitted and burdened by such easements, covenants, restrictions and rights, and be binding upon and inure to the benefit of each of the respective properties and the successors and assigns of each owner of the respective properties. In addition, the grant and the use, benefit and enjoyment of such easements and rights shall always be without charge, cost, fee or assessment of any kind whatsoever. Nothing contained in this Agreement shall limit the ability of the parties to alter, develop or build structures on areas not covered by easements granted herein on the property each party respectively owns.

4. **Mutual Indemnification.** Each party will indemnify, defend, and hold harmless the other for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of or resulting from such party's use or enjoyment of the easement on the other's property. Each party hereto shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this paragraph. Each of the parties hereto agrees to maintain primary public liability and property damage insurance covering their respective property for at least \$1,000,000 per occurrence.

5. **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.

6. **Entire Agreement.** This Agreement, including 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.

7. **Recording.** Any party may record this Agreement.

*[End of Agreement – Signature Page Follows]*

This Easement Agreement is agreed to and accepted by:

LINDON VIEW, LLC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

In the State of \_\_\_\_\_, County of \_\_\_\_\_, I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Lindon View, LLC. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

TAYLOR ORTHO MANAGEMENT CO., LLC

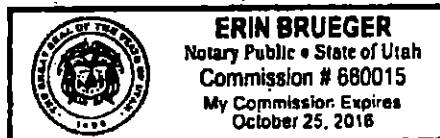
By: Robert R Taylor

Printed Name: ROBERT R TAYLOR

Title: Owner / President

In the State of Utah, County of SL, I, the undersigned Notary Public, do hereby certify that Robert R Taylor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Taylor Ortho Management Co., LLC. Witness my hand and official seal this 9<sup>th</sup> day of November, 2015.

Erin Brueger  
Notary Public



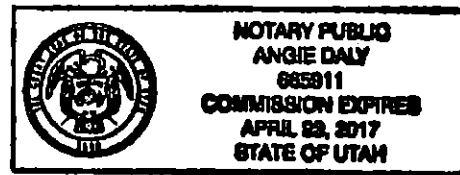
This Easement Agreement is agreed to and accepted by:

LINDON VIEW, LLC.

By: [Signature]  
Printed Name: Steven Cherrington  
Title: Owner

In the State of Utah, County of Utah, I, the undersigned Notary Public, do hereby certify that Steven Cherrington personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Lindon View, LLC. Witness my hand and official seal this 29 day of November, 2015.

[Signature: Angie Daly]  
Notary Public

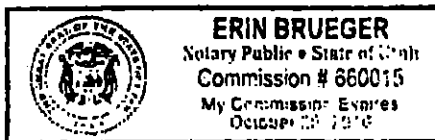


TAYLOR ORTHO MANAGEMENT CO., LLC

By: [Signature]  
Printed Name: ROBERT R TAYLOR  
Title: Owner / President

In the State of Utah, County of SL, I, the undersigned Notary Public, do hereby certify that Robert R Taylor personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Taylor Ortho Management Co., LLC. Witness my hand and official seal this 9<sup>th</sup> day of November, 2015.

[Signature: Erin Brueger]  
Notary Public



**EXHIBIT "A"**  
**(Legal Descriptions)**

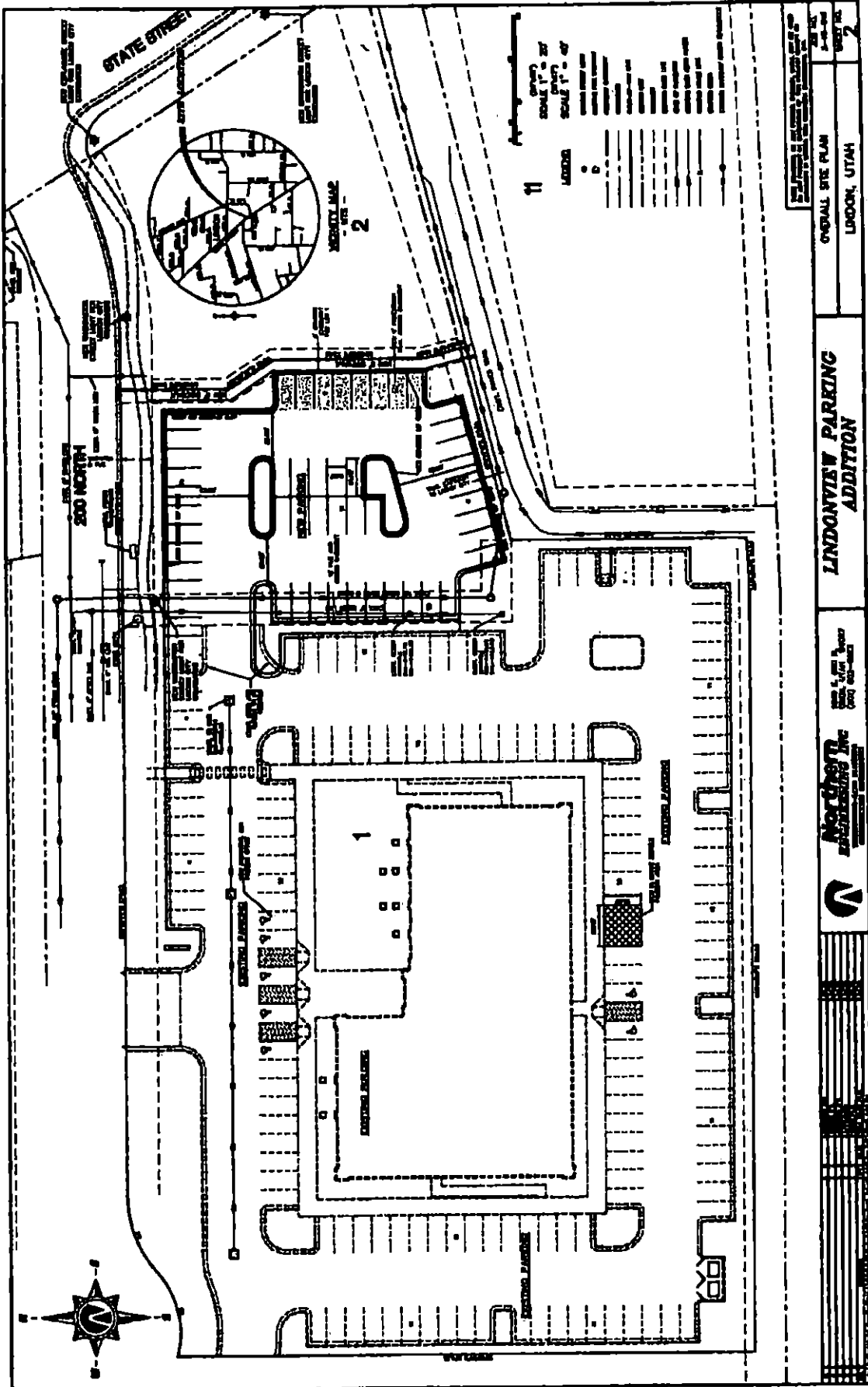
**Lindon View Property:**

Lot 1, Plat "A", Lindon View Subdivision, Lindon, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

**Taylor Property:**

Lot 2, Plat "A", Lindon View Subdivision, Lindon, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

**EXHIBIT A**



SCALE 1" = 20'  
 SCALE 1" = 40'  
 LINDER  
 LINDER

LINDONVIEW PARKING  
 ADDITION

ARCHITECT  
 ENGINEERING INC.

GENERAL SITE PLAN  
 LINDON, UTAH