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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ALPINE TECH SERVS
601 W 6825 S
MIDVALE UT 84047
BY: SMA, DEPUTY - MA 9 P.

9:10
30.00
When recorded, send to:
ATS Land Management, LLC
601 West 6825 South
Midvale, Utah 84047
Attn: Richard Allred

APNs: 21-24-351-054; 21-24-351-055
21-14-351-001; 21-24-351-002; 21-24-351-050

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective for all purposes as of the 11th day of February 2015 by and between DPRI, LLC, a Utah limited liability company ("**DPRI**"), and ATS Land Management, LLC, a Utah limited liability company ("**ATS**").

A. ATS holds fee simple title to those certain parcels of real property in Midvale, Salt Lake County, Utah, described more particularly on the attached Exhibit A (collectively the "**ATS Property**").

B. DPRI holds fee simple title to those certain parcels of real property in Midvale, Salt Lake County, Utah, described more particularly on the attached Exhibit B (collectively the "**DPRI Property**"), which parcels of real property are located adjacent to and north of the ATS Property.

C. Subject to the terms and conditions of this Agreement, ATS and DPRI each desires to grant an easement to the other party upon and across their respective properties for the purpose of vehicular and pedestrian ingress and egress to and from the ATS Property and the DPRI Property.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

1. Grant of Easement to DPRI. Subject to the provisions of this Agreement, ATS does hereby grant, convey, transfer and assign to DPRI, for the benefit of the DPRI Property, a non-exclusive easement over, upon and across that portion of the Easement Area (as defined below) that is within the ATS Property for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the DPRI Property. The "**Easement Area**" is that certain 36-foot-wide area spanning the common boundary line of the DPRI Property and the ATS Property extending from 700 West Street eastward to the eastern boundary of the ATS Property, as such easement area is more particularly described on the attached Exhibit C.

2. Grant of Easements to ATS. Subject to the provisions of this Agreement, DPRI does hereby grant, convey, transfer and assign to ATS, for the benefit of the ATS Property, the following easements:

2.1 A non-exclusive easement over, upon and across that portion of the Easement Area that is within the DPRI Property for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the ATS Property. The vehicular ingress and egress easement granted above shall include ingress and egress reasonably required for present and future uses of the ATS Property.

2.2 An easement over, upon, under, and across the DPRI Property for installing, maintaining, using, accessing, repairing, upgrading, and replacing the components of water, sewer, and all other utility lines and systems running to and from the ATS Property, including without limitation connecting to existing components of such utility lines and systems located within the Easement Area.

3. Construction of Road. ATS shall, at ATS's expense, cause the Easement Area to be improved with an asphalt road, together with curb and gutter along both sides and a sidewalk along the south side (collectively, the "**Road**"), in compliance with Midvale City standards. The plans and specifications for the Road (the "**Plans and Specifications**") shall be subject to DPRI's prior approval, which approval shall not be unreasonably withheld or delayed. DPRI's failure to respond to ATS's request for DPRI's approval of Plans and Specifications for a period of fifteen business days shall be deemed to be an approval of such Plans and Specifications by DPRI. DPRI agrees that ATS and its contractors and agents may enter upon the DPRI Property along the north boundary of the Easement Area as reasonably necessary or advisable in order to perform the construction work applicable to the Road. Once completed pursuant to the Plans and Specifications, no material modification shall be made to the Road without the written consent of both ATS and DPRI, which consent shall not be unreasonably withheld or delayed. DPRI will be allowed to make curb cuts for access as long as such does not unreasonably interfere with ATS Property use of the easement.

4. Water and Sewer Laterals; Power Lines; Storm Drain. In connection with the construction of the Road, ATS shall, at ATS's expense, install the following for the benefit of the DPRI Property:

4.1 A sanitary sewer lateral extending approximately ten feet beyond the north boundary of the Easement Area. The location of such sanitary sewer lateral shall be set forth on the Plans and Specifications.

4.2 Two culinary water laterals extending approximately ten feet beyond the north boundary of the Easement Area. The location of such water laterals shall be set forth on the Plans and Specifications.

4.3 If the overhead power lines along the Road are buried in connection with the construction of the Road, ATS shall install conduit approximately 10 feet to the Northern boundary of the Easement Area for the installation of power lines in connection with the future development of the DPRI Property.

4.4 Storm drain facilities, as set forth on the Plans and Specifications.

5. Duration. This Agreement and each easement, covenant and restriction set forth in this Agreement shall be perpetual.

6. Maintenance. The owner of the ATS Property shall maintain the Road in reasonable working order and condition, including snow removal, at such owner's cost; *provided, however*, that any damage to the Road specifically caused by the owner of the DPRI Property or any agent or invitee of the owner of the DPRI Property shall be repaired by the owner of the DPRI Property, at such owner's cost.

7. Indemnification. The owner of the ATS Property shall defend, indemnify and hold the owner of the DPRI Property harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorney's fees, arising out of, related to or caused by the negligence or willful misconduct of the owner of the ATS Property or its agents, tenants, or other invitees in connection with the use of the easement granted by DPRI hereunder. The owner of the DPRI Property shall defend, indemnify and hold the owner of the ATS Property harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorney's fees, arising out of, related to or caused by the negligence or willful misconduct of the owner of the DPRI Property or its agents, tenants, or other invitees in connection with the use of the easements granted by ATS hereunder.

8. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the DPRI Property or the ATS Property to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such -right-of-way, easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. If either DPRI or ATS transfers the DPRI Property or the ATS Property, respectively, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants and agreements of such party contained in this Agreement.

9. Reservations. Each of ATS and DPRI, for itself and each subsequent owner of each respective property, reserves the right for itself and others to use that portion of the Easement Area owned by such owner as it determines appropriate, consistent with the easements created herein. The easements granted hereunder shall be used by the beneficiaries thereof with due regard to the rights of others, and such beneficiaries' use of such easements shall not impair the rights of others to the Easement Area.

10. Limit of Benefit. The grant of the easement to DPRI is limited in use for the benefit solely of the DPRI Property and cannot be used by, or transferred for the benefit of, any other property. The grant of the easement to ATS is limited in use for the benefit solely of the ATS Property and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in the Agreement shall be deemed a gift or dedication of any portion of the DPRI Property or the ATS Property to the general public or for the public or for any public purpose.

11. Miscellaneous.

11.1 Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

11.2 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

11.3 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.


11.4 This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their assigns, heirs, personal representatives and other successors.

11.5 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.


[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

DPRI, LLC

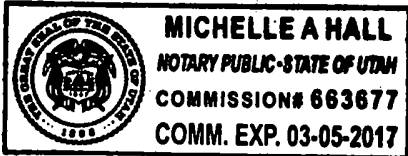
By: 
Darren Poulsen, Manager

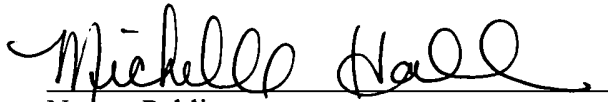
ATS LAND MANAGEMENT, LLC

By: 
Richard Allred, Manager

STATE OF UTAH)
COUNTY OF Salt Lake ss.

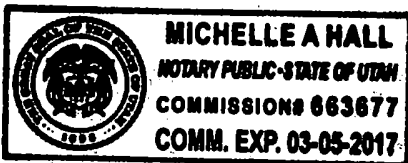
The foregoing instrument was acknowledged before me this 11 day of February 2015 by Darren Poulsen, the Manager of DPRI, LLC, a Utah limited liability company, the signer of the foregoing instrument.




Notary Public

STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 11 day of February 2015 by Richard Allred, the Manager of ATS Land Management, LLC, a Utah limited liability company, the signer of the foregoing instrument.



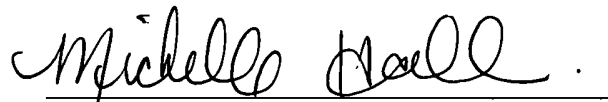

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE ATS PROPERTY

The following described real property located in Salt Lake County, Utah:

PARCEL 1:

BEGINNING AT A POINT NORTH 0°20'37" EAST ALONG THE SECTION LINE 921.35 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°34' EAST 561.98 FEET TO THE EAST LINE OF THE JENNY VAN OTTEN ANGELL PROPERTY AS DESCRIBED IN DECREE RECORDED OCTOBER 7, 1974 AS ENTRY NO. 2656781 IN BOOK 3697 AT PAGE 291, THENCE ALONG SAID PROPERTY LINE NORTH 21°47' WEST 184.21 FEET, TO THE SOUTH LINE OF RIGHT OF WAY DESCRIBED BELOW; THENCE ALONG SAID SOUTH LINE SOUTH 88°34' WEST 492.56 FEET TO THE CENTER LINE OF 700 WEST; THENCE ALONG SAID LINE SOUTH 0°20'37" WEST 172.80 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PARCEL: BEGINNING AT A POINT NORTH 0°20'37" EAST ALONG THE SECTION LINE 921.35 FEET AND NORTH 88°34' EAST 527.27 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°20'37" EAST 86.40 FEET; THENCE SOUTH 21°47' EAST 92.105 FEET; THENCE SOUTH 88°34' WEST 34.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING A PORTION OF AN ENTIRE TRACT OF PROPERTY, WHICH PROPERTY IS SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH, AND MORE PARTICULARLY DESCRIBED AS PARCEL NUMBERS 21-24-351-012 AND 21-24-351-003. THE BOUNDARIES OF SUCH PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING THE NORTHEAST CORNER OF SAID PROPERTY, SAID CORNER BEING 1094.15 FEET NORTH 00°20'37" EAST ALONG THE SECTION LINE AND 527.27 FEET NORTH 88°34' EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 24; AND RUNNING THENCE SOUTH 00°20'37" WEST 172.80 FEET ALONG THE EASTERLY BOUNDARY LINE TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 88°34'00" WEST 1.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 00°20'37" EAST 172.80 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 88°34'00" EAST 1.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH SIDE OF A 16 ½ FOOT LAND, SAID POINT BEGIN NORTH 67.3 RODS AND NORTH 88°34' EAST 492.7 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°34' WEST 460 FEET, MORE OR LESS, TO THE EAST LINE OF A COUNTY ROAD; THENCE SOUTH ON THE EAST LINE OF SAID ROAD 16 ½ FEET; THENCE NORTH 88°34' EAST 466.59 FEET ALONG THE NORTH LINE OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 21°47' WEST 17.77 FEET TO BEGINNING.

PARCEL 2:

BEGINNING NORTH 0°20'37" EAST 1094.15 FEET AND NORTH 88°34' EAST 492.56 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; THENCE NORTH 88°34' EAST 34.71 FEET; THENCE SOUTH 0°20'37" WEST 88.4 FEET; THENCE NORTH 21°47' WEST 92.105 FEET TO BEGINNING.

LESS AND EXCEPTING A PORTION OF AN ENTIRE TRACT OF PROPERTY, WHICH PROPERTY IS SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH, AND MORE PARTICULARLY DESCRIBED AS PARCEL NUMBERS 21-24-351-012 AND 21-24-351-003. THE BOUNDARIES OF SUCH PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING THE NORTHEAST CORNER OF SAID PROPERTY, SAID CORNER BEING 1094.15 FEET NORTH 00°20'37" EAST ALONG THE SECTION LINE AND 527.27 FEET NORTH 88°34' EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 24; AND RUNNING THENCE SOUTH 00°20'37" WEST 172.80 FEET ALONG THE EASTERLY BOUNDARY LINE TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 88°34'00" WEST 1.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 00°20'37" EAST 172.80 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY: THENCE NORTH 88°34'00" EAST 1.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE DPRI PROPERTY

The following described real property located in Salt Lake County, Utah:

PARCEL 1:

BEGINNING 17.4 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 97.4 FEET; THENCE EAST 12 RODS; THENCE NORTH 97.4 FEET; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING.

PARCEL 2:

BEGINNING 11.2 RODS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 70 FEET; THENCE EAST 12 RODS; THENCE SOUTH 70 FEET; THENCE WEST 12 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:

LOT 2, BLUE SKY RIDGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING FROM SAID PARCEL 3, THE FOLLOWING DESCRIBED PROPERTY, CONVEYED IN QUIT-CLAIM DEED RECORDED AUGUST 24, 2004, AS ENTRY NO. 9153890, N BOOK 9029 AT PAGE 1216, OF OFFICIAL RECORDS:

BEGINNING ON THE EAST LINE OF SAID LOT 2, AT A POINT NORTH 00°19'16" EAST 1,094.13 FEET ALONG THE SECTION LINE AND NORTH 88°32'39" EAST 607.83 FEET ALONG THE SOUTH LINE OF SAID LOT 2 AND NORTH 89°58'39" EAST 32.92 FEET ALONG THE SOUTH LINE OF SAID LOT 2 AND NORTH 00°01'21" WEST 32.80 FEET ALONG THE EAST LINE OF SAID LOT 2 FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°58'39" WEST 4.40 FEET; THENCE NORTH 00°01'21" WEST

147.31 FEET; THENCE SOUTH 46°57'49" EAST 6.02 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 00°01'21" EAST 143.20 FEET, ALONG THE EAST LINE OF SAID LOT 2, TO THE POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

Beginning at a point, said point being 1089.13 feet North 00°20'37" East along the section line and 53.03 feet North 88°34'00" East from the Southwest Corner of Section 24, Township 2 South, Range 1 West, Salt Lake Meridian and running thence: North 88°34'00" East 473.24 feet; Thence North 00°20'37" East 36.02 feet; Thence South 88°34'00" West 473.24 feet; Thence South 00°20'37" West 36.02 feet to the point of beginning. Contains 17,046 square feet more or less.