

169824-CP1
After Recording Return To:
GH Properties LLC
2768 Kentucky Avenue
Salt Lake City, Utah 84117

14138805 B: 11437 P: 3862 Total Pages: 8
08/09/2023 09:09 AM By: dsalazar Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Tax Parcel Numbers: 22-03-479-018;
22-03-479-019

(Space above for recorders use only)

EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made as of this 1st day of August, 2023, by and between GH Properties LLC, Utah limited liability company (“**Grantor**”), and R D E RX Ventures LLC, a Utah limited liability company (“**Grantee**”) (collectively, the “**Parties**”).

The following recitals of fact are a material part of this Agreement:

- A. Grantee owns certain real property located in Salt Lake County, State of Utah, as described in Exhibit A hereto (the “**Grantee Property**”);
- B. Grantor owns certain real property located in Salt Lake County, State of Utah, as described in Exhibit B hereto (the “**Grantor Property**”);
- C. The Parties desire that a portion of the Grantor Property be designated as a water and sewer line easement (the “**Easement Area**”) for the benefit of the Grantee Property, upon and subject to the terms and conditions of this Agreement. The Easement Area consists of that portion of the real property described in Exhibit C hereto that is located within the Grantor Property, as depicted in Exhibit D hereto.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Grant of Access Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement under and across the Easement Area for the purpose of installing, maintaining, repairing and operating underground water and sewer pipes at Grantee’s cost and expense. Grantee shall exercise its rights under this Agreement in a manner to minimize to the extent reasonably possible any disruption or damage to the Grantor Property or use thereof. If the Grantor Property is damaged as a result of the exercise of this easement, Grantee shall restore the Grantor Property as quickly as possible to its original condition at no expense to Grantor.
- 2. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein is appurtenant to the Grantee Property and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Grantee and Grantor.

3. No Public Use/Dedication. The Easement Area is and shall remain private property except to the extent it becomes a dedicated public street. The use of the Easement Area is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Easement Area for any public use.

The parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

GH PROPERTIES LLC, a Utah limited liability company

By: *Grant K. Harrison*
Name: Grant K. Harrison
Its: Manager

GRANTEE:

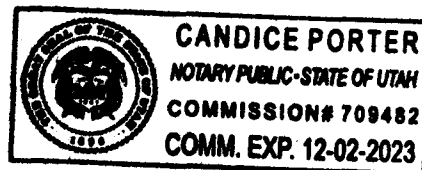
R D E RX Ventures LLC, a Utah limited liability company

By: *R D Etherington*
Name: R D Etherington
Its: Manager

STATE OF UTAH)
COUNTY OF SALT LAKE)


On August 8, 2023, before me, a notary public, personally appeared Grant K. Harrison, the Manager of GH Properties LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she/he executed the same for its stated purpose.

[Signature]
(notary signature)



STATE OF UTAH)
COUNTY OF SALT LAKE)

On AUGUST 7, 2023, before me, a notary public, personally appeared ROBERT ERICSON, the MANAGER of R D E RX Ventures LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she/he executed the same for its stated purpose.


(notary signature)

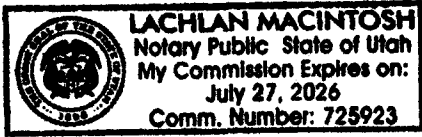


Exhibit A
Legal Description of the Grante Property

The real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point which is North 21°54'00" East 255.30 feet and North 65°45'00" East 1820.50 feet and South 24°45'00" East 329.00 feet from the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the South line of the land conveyed to Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter-Day Saints in Deed Entry No. 10050792 North 65°45'00" East 161.00 feet to the Northwest corner of Gill Estates Subdivision, according to the official plat thereof; thence along the Westerly line of said subdivision South 24°47'00" East 152.00 feet to the Southeast corner of said subdivision and the North line of the land described in Deed Entry No. 12536266; thence along said line South 65°45'00" West 66.16 feet; thence North 24°47'00" West 98.57 feet; thence North 76°02'34" West 42.47 feet; thence South 66°37'28" West 61.73 feet to a point on the East line of Chapel Drive; thence along said line North 24°47'00" West 26.22 feet to the point of beginning.

[Tax Parcel No.: 22-03-479-018]

Exhibit B
Legal Description of the Grantor Property

The real property located in Salt Lake County, Utah and more particularly described as follows:

BEGINNING AT A POINT WHICH IS NORTH 21°54'00" EAST 255.30 FEET AND NORTH 65°45'00" EAST 1820.50 FEET AND SOUTH 24°45'00" EAST 355.22 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 66°37'28" EAST 61.73 FEET; THENCE SOUTH 76°02'34" EAST 42.47 FEET; THENCE SOUTH 24°47'00" EAST 98.57 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED ENTRY NO. 12538266; THENCE ALONG SAID LINE AND AN EXTENSION THEREOF SOUTH 65°45'00" WEST 94.84 FEET TO A POINT ON THE EAST LINE OF CHAPEL DRIVE; THENCE ALONG SAID LINE NORTH 24°47'00" WEST 125.78 FEET TO THE POINT OF BEGINNING. CONTAINS 11,433 SQ.FT. 0.26 ACRES.

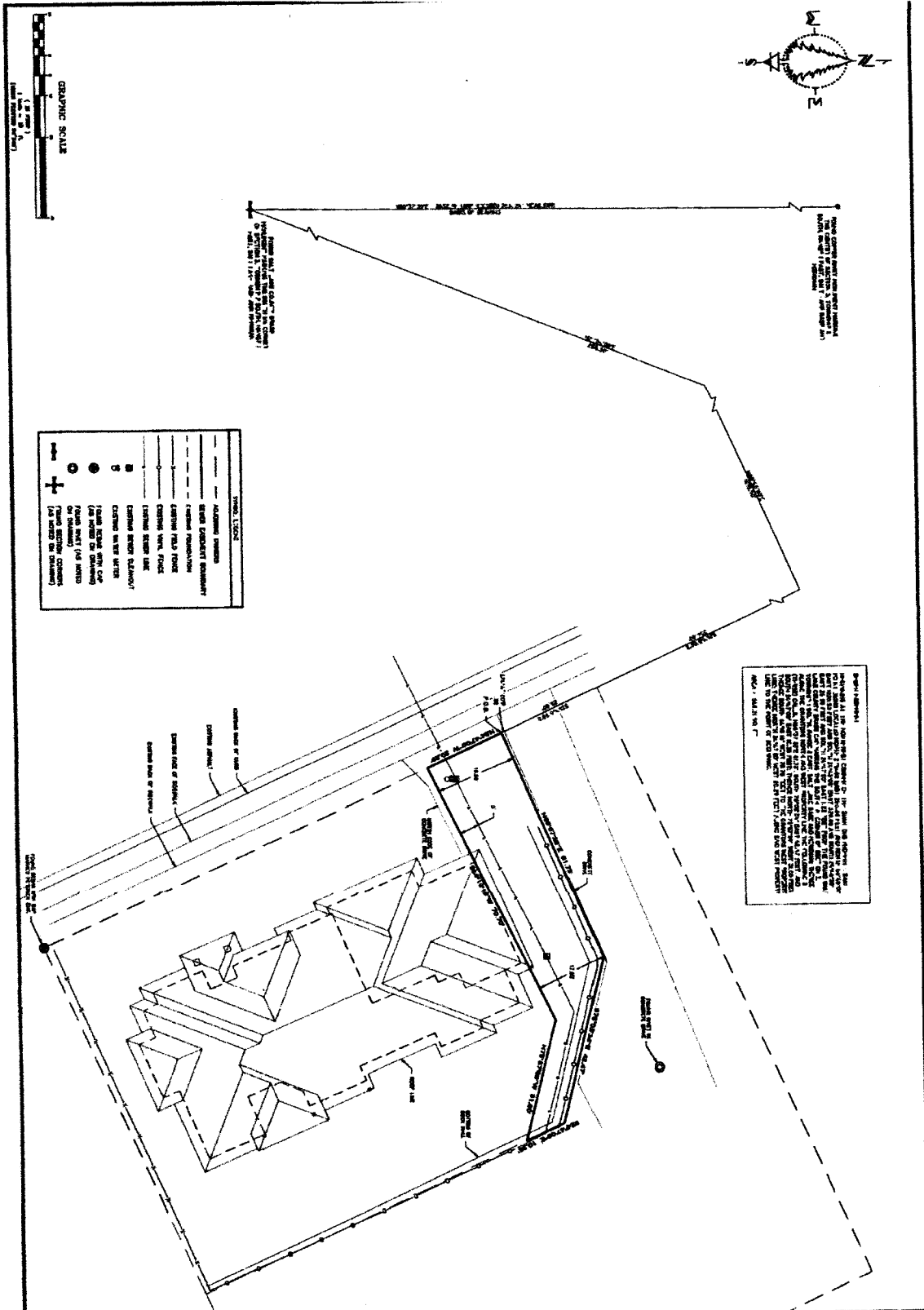
[Tax Parcel Number: 22-03-479-019]

Exhibit C
Legal Description of the Easement Area

BEGINNING AT THE NORTHWEST CORNER OF THE GRANTORS PROPERTY, SAID POINT BEING LOCATED NORTH 21°54'00" EAST 255.30 FEET AND NORTH 65°45'00" EAST 1820.50 FEET AND SOUTH 24°45'00" EAST 329.00 AND SOUTH 24°46'58" EAST 25.00 FEET AND SOUTH 24°47'00" EAST 1.22 FEET FROM THE FOUND SALT LAKE COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE GRANTORS NORTH AND WEST PROPERTY LINE THE FOLLOWING 3 (THREE) CALLS, N66°37'28"E 61.73', SOUTH 76°02'34" EAST 42.47 FEET, AND SOUTH 24°47'00" EAST 10.35 FEET; THENCE NORTH 75°57'09" WEST 31.00 FEET; THENCE SOUTH 64°10'16" WEST 70.70 FEET TO THE GRANTORS WEST PROPERTY LINE; THENCE NORTH 24°47'00" WEST 20.29 FEET ALONG SAID WEST PROPERTY LINE TO THE POINT OF BEGINNING.

Exhibit D
Depiction of Easement Area

See attached



PROJECT NO: 23-05-149
 HARRISON CONSTRUCTION
 4651 S CHAPEL DRIVE

SEWER EASEMENT
 SALT LAKE COUNTY
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION
 3, TOWNSHIP 1 SOUTH, RANGE 2 EAST, SALT LAKE
 BASE & MERIDIAN

VELEMENT
 LAND SURVEYING
 2886 SOUTH 270 EAST, HERRON CITY, UT 84022
 801-962-9276 & 801-962-9278