

Easements Page 1 of 11

Russell Shirts Washington County Recorder
 04/16/2020 04:23:20 PM Fee \$40.00 By
 COTTONWOOD TITLE INSURANCE AGENCY,
 INC.

WHEN RECORDED, MAIL TO:

Cheney Law Group
 2825 E. Cottonwood Pkwy, Suite 500
 Cottonwood Heights, UT 84121
 Attn: Brian C. Cheney

PARCEL NOS. 1034-A-HV; 1049-A-HV; 1049-D-HV; 1049-L-HV

DECLARATION OF EASEMENTS

WITNESSETH:

WHEREAS, RG IV, LLC, a Utah limited liability company ("**Declarant**"), is the fee owner of certain land located in the county of Washington County, State of Utah, designated as Parcel Number 1049-A-HV and more particularly described on Exhibit A attached hereto ("**Parcel 1049-A**"), and Parcel Number 1034-A-HV as more particularly described on Exhibit B attached hereto ("**Parcel 1034-A**"), and Parcel Number 1049-L-HV as more particularly described on Exhibit C attached hereto ("**Parcel 1049-L**"), and Parcel Number 1049-D-HV as more particularly described on Exhibit D attached hereto ("**Parcel 1049-D**");

WHEREAS, Parcel 1049-A and Parcel 1034-A are sometimes referred to herein collectively as the "**Burdened Parcels**" and Parcel 1049-L and Parcel 1049-D are sometimes referred to herein collectively as the "**Benefitted Parcels**"; and

WHEREAS, Declarant believes it is in the best interests of the current and future owners of the Benefitted Parcels to create a perpetual access easement over and across the Burdened Parcels for the benefit of the Benefitted Parcels for the purpose of providing vehicular ingress and egress to and from the Benefitted Parcels as provided in this Declaration.

NOW, THEREFORE, for and in consideration of the introductory statements above and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Declarant hereby declares, grants, covenants and agrees as follows:

AGREEMENT:

1. **Easement Grant**: Declarant hereby establishes and grants the following perpetual, non-exclusive easements (collectively, the "**Easements**") in, under, upon, about, over, and through the easement area located on Parcel 1034-A and 1049-A and more particularly described and depicted on Exhibit E attached hereto (the "**North Easement Area**") and the easement area located on Parcel 1049-A and more particularly described and depicted on Exhibit F attached hereto (the "**South Easement Area**" and, together with the North Easement Area, the "**Easement Area**"), for the benefit of the Benefitted Parcels. The Easements shall serve the purpose of providing access for vehicular and pedestrian ingress and egress to and from the Benefitted Parcels.

2. **Use**. The owners of the Benefitted Parcels and such owners' guests, licensees and

invitees (the “**Benefitted Parties**”) may use the Easement Area for pedestrian and vehicular ingress and egress to and from the Benefitted Parcels. Specifically, the North Easement Area provides access to and from one or more already existing easements located on the Burdened Parcels or other property, which easements connect to and provide access to and from the South Easement Area, which then is intended by this Declaration to provide access to and from the Benefitted Parcels.

3. **Improvements.** Any improvements made over, under, in, along, across, and upon the Easement Area shall not interfere with the use and enjoyment of the Easements for the purposes provided herein.

4. **Maintenance and Repair.** The owners of the Benefitted Parcels or the agents, representatives, designees or assignees of such owners shall, at their sole cost and expense, maintain and repair the Easement Area such that it may be used for the purposes provided herein. Such maintenance and repair shall be performed so as to keep the Easement Area at all times in the same or substantially similar condition as existed on the date of recording of this Declaration and the Easements granted herein shall include easements in favor of the owners of the Benefitted Parcels as is reasonably necessary to maintain and repair the Easement Area as provided herein.

5. **Use of the Burdened Parcels.** Declarant hereby reserves the right to use the Burdened Parcels in any manner and for any purpose that does not interfere with the use and enjoyment of the Easements as provided herein.

6. **Easements Run with Land.** The easements and other rights granted and created by this Declaration are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the owners of the Burdened Parcels and the Benefitted Parcels and their respective grantees, heirs, successors, and assigns.

7. **Default and Remedies.** In the event of a default or violation of this Declaration by an owner of the Burdened Parcels or the Benefitted Parcels, the non-defaulting party may seek any and all remedies permitted by law.

8. **Burdened Parties Not Liable.** In no event shall the owners of the Burdened Parcels be liable for any damage to, or loss of personal property or equipment sustained by a Benefitted Party within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of the Burdened Party.

9. **Indemnification.** The Benefitted Parties shall indemnify, defend, and hold the owners of the Burdened Parcels harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and disbursements) incurred by the Benefitted Parties arising from or by reason of the Benefitted Parties’ access to, or use of the Easement Area.

10. **Attorneys’ Fees.** In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party’s reasonable attorneys’ fees and costs

incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

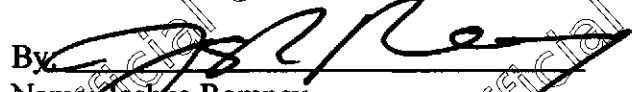
11. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by the owners of the Burdened Parcels and the Benefitted Parcels.

12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF UTAH, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 13. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

[Signatures to Follow]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Easements to be executed as of the date first written above.

DECLARANT:
RG IV, LLC,
a Utah limited liability company

By: 
Name: Joshua Romney
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, by Joshua Romney, the Manager of RG IV, LLC, on behalf of the company this 16th day of April, 2020.

WITNESS my hand and official seal.


NOTARY PUBLIC
My Commission Expires:



EXHIBIT A
Legal Description of Parcel 1049-A

That certain real property located in Washington County, State of Utah, more particularly described as follows:

THE NORTH 1/2 OF THE NE 1/4, THE NW 1/4 AND BEGINNING AT THE SW CORNER OF SECTION 2, T39S-R11W, S.L.B.&M. RUNNING THENCE N00°06'47"E 2636.80 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE S89°28'59"E 1330.97 FEET TO THE NE CORNER OF THE NW 1/4 SW 1/4 SAID SECTION 2; THENCE S16°22'20"W 2740.14 FEET MORE OR LESS TO THE SOUTH LINE OF SAID SECTION 2; THENCE N89°34'10"W 563.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 294.69 ACRES.

EXHIBIT B
Legal Description of Parcel 1034-A

That certain real property located in Washington County, State of Utah, more particularly described as follows:

BEGINNING AT THE SE CORNER OF SECTION 35, T30S-R11W, S.L.B.&M. RUNNING THENCE N00°34'38"W ALONG THE SECTION LINE 880.00 FEET; THENCE N81°03'18"W 406.86 FEET; THENCE N80°33'59"W 220.00 FEET; THENCE N00°25'18"W 355.53 FEET; THENCE N80°57'38"E 198.14 FEET; THENCE S87°37'38"E 405.78 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE N00°34'38"W 1248.20 FEET TO THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°15'35"W ALONG THE SECTION LINE 994.80 FEET; THENCE S89°45'28"W 5270.28 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, THENCE S00°10'16"E 994.60 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 35; THENCE S00°16'10"E 2632.76 FEET MORE OR LESS TO THE SW CORNER OF SAID SECTION 35; THENCE N89°41'19"E 5280.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 427.18 ACRES.

EXHIBIT C
Legal Description of Parcel 1049-L

That certain real property located in Washington County, State of Utah, more particularly described as follows:

All of the East 1/2 of the Southwest quarter of Section 2, Township 39 South, Range 11 West, Salt Lake Base and Meridian.

EXHIBIT D
Legal Description of Parcel 1049-D

That certain real property located in Washington County, State of Utah, more particularly described as follows:

Beginning at the West one-sixteenth corner between Section 2 and 11, Township 39 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°46'18" West 759.07 feet; thence North 16°39'17" East 2732.49 feet to the center West one-sixteenth corner of said Section 2; thence South 00°31'39" West 2614.95 feet to the point of beginning.

EXHIBIT E
Legal Description and Depiction of North Easement Area

That certain real property located in Washington County, State of Utah, more particularly described as follows:

A 40.00 FOOT ACCESS EASEMENT, ACROSS PARCEL 1049-A-HV AND 1034-A-HV, DESCRIBED AS 20.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT S89°59'00"W 20.00 FEET FROM THE SE CORNER OF THE NE 1/4 NE 1/4 SECTION 2, T39S-R11W, S.L.B.&M. RUNNING THENCE N00°24'21"E 377.10 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=54°24'21", RADIUS=40.00', CHORD= N26°47'50"W 36.57', THENCE ALONG THE ARC OF SAID CURVE 37.98 FEET TO THE PT; THENCE N54°00'00"W 85.73 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=106°00'00", RADIUS=100.00', CHORD= N01°00'00"W 159.73', THENCE ALONG THE ARC OF SAID CURVE 185.00 FEET TO THE PT; THENCE N52°00'00"E 66.96 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=51°35'39", RADIUS=100.00', CHORD= N26°12'10"E 87.04', THENCE ALONG THE ARC OF SAID CURVE 90.05 FEET TO THE PT; THENCE N00°24'21"E 40.61 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=32°24'21", RADIUS=100.00', CHORD= N15°47'50"W 55.81', THENCE ALONG THE ARC OF SAID CURVE 56.56 FEET TO THE PT; THENCE N32°00'00"W 99.87 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=89°00'00", RADIUS=40.00', CHORD= N12°30'00"E 56.07', THENCE ALONG THE ARC OF SAID CURVE 62.13 FEET TO THE PT; THENCE N57°00'00"E 14.85 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=56°35'39", RADIUS=100.00', CHORD= N28°42'10"E 94.81', THENCE ALONG THE ARC OF SAID CURVE 98.78 FEET TO THE PT; THENCE N00°24'21"E 125.20 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=34°24'21", RADIUS=100.00', CHORD= N16°47'50"W 59.15', THENCE ALONG THE ARC OF SAID CURVE 60.05 FEET TO THE PT; THENCE N34°00'00"W 207.28 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=129°00'00", RADIUS=40.00', CHORD= N30°30'00"E 72.21', THENCE ALONG THE ARC OF SAID CURVE 90.06 FEET TO THE PT; THENCE S85°00'00"E 52.04 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=95°34'38", RADIUS=40.00', CHORD= N47°12'41"E 59.25', THENCE ALONG THE ARC OF SAID CURVE 86.73 FEET TO THE PT; THENCE N00°34'38"E 182.03 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=37°25'22", RADIUS=100.00', CHORD= N19°17'19"W 64.16', THENCE ALONG THE ARC OF SAID CURVE 65.32 FEET TO THE PT; THENCE N38°00'00"W 76.01 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=25°00'00", RADIUS=100.00', CHORD= N50°30'00"W 43.29', THENCE ALONG THE ARC OF SAID CURVE 43.63 FEET TO THE PT; THENCE N63°00'00"W 146.16 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=151°00'00", RADIUS=40.00', CHORD= N12°30'00"E 77.45', THENCE ALONG THE ARC OF SAID CURVE 105.42 FEET TO THE PT; THENCE N88°00'00"E 172.37 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=141°00'00", RADIUS=40.00', CHORD= N17°30'00"E 75.41', THENCE ALONG THE ARC OF SAID CURVE 98.44 FEET TO THE PT; THENCE N53°00'00"W 66.81 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=124°00'00", RADIUS=40.00', CHORD= N09°00'00"E 70.64', THENCE ALONG THE ARC OF SAID CURVE 86.57 FEET TO THE PT; THENCE N71°00'00"E 81.59 FEET MORE OR LESS TO THE POINT OF ENDING SAID POINT BEING ON THE SOUTHERLY LINE OF PARCEL 1036-A-1-HV.

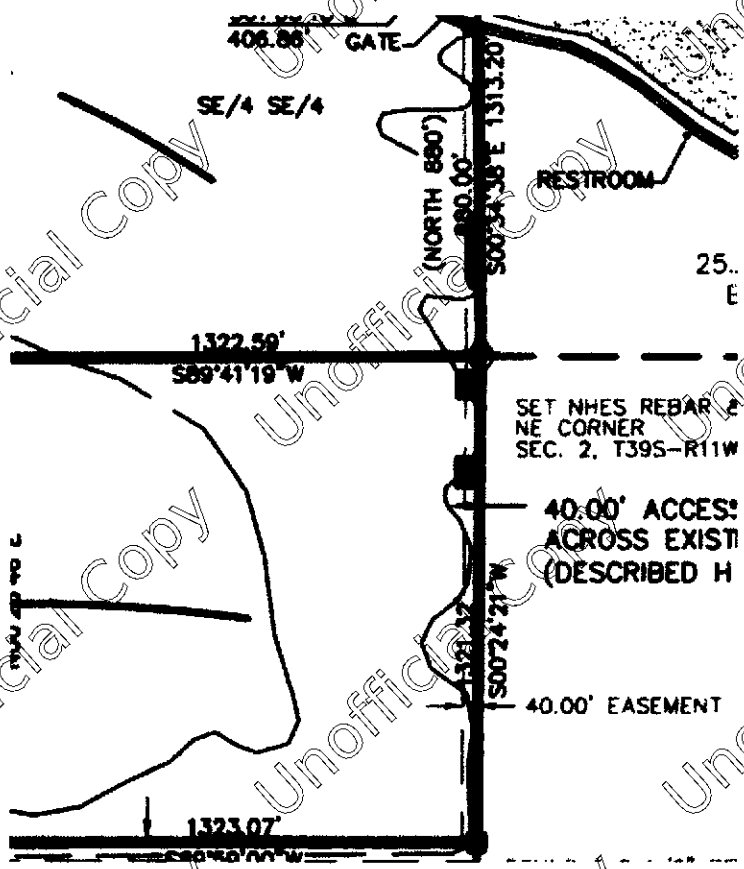


EXHIBIT F
Legal Description and Depiction of South Easement Area

That certain real property located in Washington County, State of Utah, more particularly described as follows:

A 40.00 FOOT ACCESS EASEMENT DESCRIBED AS 20.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE WITH THE OUTSIDE EDGES THEREOF EXTENDING TO THE GRANTORS PROPERTY LINES:

BEGINNING AT A POINT N00°27'13"E ALONG THE NORTH-SOUTH 1/4 SECTION LINE 235.00 FEET FROM THE CENTER 1/4 CORNER OF SECTION 2, T39S-R11W, S.L.B.&M. RUNNING THENCE S15°00'00"W 108.00 FEET; THENCE S61°30'00"W 185.00 FEET; THENCE S00°00'00"E 40.70 FEET MORE OR LESS TO THE EAST-WEST 1/4 SECTION LINE AND POINT OF ENDING. SAID POINT BEING N89°28'59"W 188.68 FEET FROM SAID CENTER 1/4 CORNER.

