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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/26/2013 4:32:00 PM
FEE \$17.00 Pgs: 4
DEP eCASH REC'D FOR AMERICAN SECURE TITL

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
E & H GROUP LLC
3211 SOUTH ORCAHRD DRIVE
BOUNTIFUL, UT. 84010

01-061-0006
5 01-061-0068

EASEMENT AGREEMENT

E & H GROUP LLC, A Utah Limited Liability Company, whose primary address is 1827 South 400 East Bountiful, UT 84010, is the owner of real property more fully described on Exhibit "A" attached hereto and incorporated herein by this reference as "Parcel 1", (hereinafter known as E & H);

And **WINEGARS, LLC, A Utah Limited Liability Company, whose primary address is 803 East Foxhill Road, North Salt Lake, UT 84054**, is the owner of real property more fully described on Exhibit "B" attached hereto and incorporated herein by this reference as "Parcel 2", (hereinafter known as Winegars) (hereinafter collectively known as the Parties)

The parties to this agreement desire to create and grant unto each other a perpetual easement on, over, upon, and across portions of Parcel 1 and Parcel 2, lying outside of and surrounding the buildings that presently exist, or may exist in the future, within the common areas to be deemed "common areas" for purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly contemplated by this agreement;

The parties agree that these mutual easements will be defined and treated as "common areas" to be used and enjoyed equally by both parties to this agreement for the express intent and purposes provided herein.

1. Granting Easements:

Now therefore, E&H hereby grants unto Winegars, and Winegars does hereby grant unto E&H, the following perpetual, non-exclusive easements over the common areas:

- 1.1 Cross Access Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey perpetual, non-exclusive, mutual cross access easements within the common areas as provided from time to time, for purposes of vehicular and pedestrian ingress on, over, upon, and across said Parcel 1 and Parcel 2, as shown on Exhibit "A" and "B".
- 1.2 Common Driveway Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey perpetual, non-exclusive, mutual common driveway easements within the common areas as provided from time to time, for purposes of vehicular and pedestrian ingress on, over, upon, and across said Parcel 1 and Parcel 2, as shown on Exhibit "A" and "B".
- 1.3 Cross Parking Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey perpetual, non-exclusive, mutual cross parking easements within the common areas as provided from time to time, for purposes of vehicular and pedestrian ingress on, over, upon, and across said Parcel 1 and Parcel 2, as shown on Exhibit "A" and "B".

2. Maintenance and Restrictions

Maintenance of Easement Areas. Each party, at its sole cost and expense, shall maintain and keep the common areas under these easements in a commercially reasonable condition and state of repair.

2.1 Neither party shall without the written consent of the other party, install fencing, interfere with, or alter drainage or any public utilities appertaining to the easements provided in Sections 1.1, 1.2, and 1.3 of this Agreement.

3. Mutual Indemnities

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Indemnity. Each party held by this Agreement will indemnify, defend, and hold harmless the other for, or property damage arising out of use or enjoyment of the common areas of these easements, unless caused by negligence or willful misconduct by either party to this Agreement.

4. Run with the Land

The covenants, conditions, restrictions, easements, and other provisions of this Agreement shall run with and be appurtenant to each portion of Parcel 1 and Parcel 2, and shall be binding upon each portion of Parcel 1 and Parcel 2 and the Owner(s) thereof and all successors in title to any portion of Parcel 1 or Parcel 2 during their respective ownership.

5. Modification

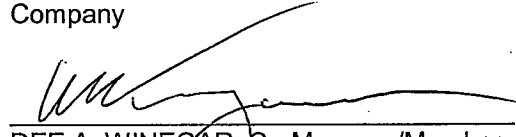
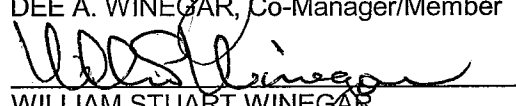
The terms and conditions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by all then Owners of Parcel 1 and Parcel 2 (and their mortgagees), and recorded with the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, this Agreement has been made as of this 26th day of June, 2013

E&H Grough, LLC, A Utah Limited Liability Company

Winegars, LLC, A Utah Limited Liability Company

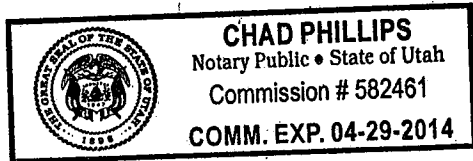

HAI FITZGERALD, Manager


DEE A. WINEGAR, Co-Manager/Member

WILLIAM STUART WINEGAR,
Co-Manger/Member

STATE OF UTAH }
ss.
COUNTY OF DAVIS }

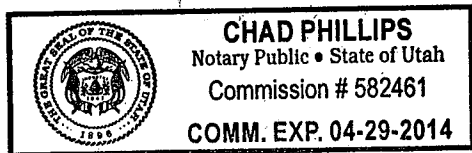
On the 26 day of June, 2013, personally appeared before me HAI FITZGERALD, who being by me duly sworn did say that he is the Manager of E & H GROUP, LLC, A Utah Limited Liability Comapny, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

STATE OF UTAH }
ss.
COUNTY OF DAVIS }




Notary Public

On the 26 day of June, 2013, personally appeared before me DEE A. WINEGAR and WILLIAM STUART WINEGAR, who being by me duly sworn did say that they are the Co-Managers/Members of WINEGARS, LLC, A Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.




Notary Public

EXHIBIT "A"

**E&H Group, LLC
Parcel 1**

**February 8, 2013
Revised May 16, 2013**

A part of Block 12 and Block 17, Woodland Subdivision No. 1, along with more ground, lying within the Northeast Quarter of Section 1, Township 1 North, Range 1 West of the Salt Lake Base and Meridian, U.S. Survey, in Davis County, Utah;

Beginning at a point 21.24 feet North 39°37'26" East (North 40°09' East record) along the subdivision boundary from a point of curve of a 50 foot radius curve of record at the Northwest corner Block 17, Woodland #2 Subdivision; said point of beginning is located 903.21 feet South 0°16'44" East along the section line and 862.27 feet South 89°43'16" West from the Northeast Corner of said Section 1; and running thence North 39°37'26" East (North 40°09' East record) 105.00 feet along said subdivision boundary; thence along the right-of-way line of 3200 South Street of record the following three courses: Easterly along the arc of a 20.00 foot radius curve to right a distance of 31.42 feet (Central Angle equals 90°00'00" and Long Chord bears North 84°37'26" East 28.28 feet) to a point of tangency; South 50°22'34" East (South 49°51' East record) 34.18 feet to a point of curvature; and Southeasterly along the arc of a 250.75 foot radius curve to the left a distance of 90.18 feet (Central Angle equals 20°36'25" and Long Chord bears South 60°40'47" East 89.70 feet) to a point on the extension of the Northwesterly line of Plum Tree Condo Phase 1 as it exists on the ground; thence South 39°45'23" West 27.51 feet along said extension and along said line to the angle point in said Westerly line of said condo; thence South 0°36'19" East 110.60 feet along said Condo Boundary as it exists on the ground; thence South 89°23'41" West 69.02 feet; thence North 49°51'00" West 161.11 feet to the Southwesterly Line of said Block 17; thence North 39°37'26" East 14.00 feet along said Block Line to the point of beginning.

Contains 25,286 sq. ft. or 0.580 acre

01-061-0006

EXHIBIT "B"

**Winegars, LLC
Parcel 2**

**February 15, 2013
Revised May 16, 2013**

A part of Blocks 16 and 17, Woodland Subdivision No. 2 along with a portion of vacated Hill Side Drive and Valley View Drive and being within Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point on the Southeasterly Line of Orchard Drive as widened being 7.24 feet North $39^{\circ}37'26''$ East and 2.81 feet South $49^{\circ}51'00''$ East from a point of curvature of a 50 foot radius curve at the Northwest Corner of said Block 17 on the original Southeasterly Line of Orchard Drive; and also being 717.27 feet South $0^{\circ}16'44''$ East along the Section Line; 706.30 feet South $89^{\circ}46'05''$ West; 257.14 feet South $39^{\circ}37'26''$ West and 2.81 feet South $49^{\circ}51'00''$ East from the Northeast Corner of said Section 1; said point of beginning is also located 915.77 feet South $0^{\circ}16'44''$ East along the Section Line and 869.11 feet South $89^{\circ}43'16''$ West from said Northeast Corner of Section 1; and running thence South $49^{\circ}51'00''$ East 158.30 feet; thence North $89^{\circ}23'41''$ East 69.02 feet to the Westerly Line of Plum Tree Condominiums; thence South $0^{\circ}36'19''$ East 153.67 feet along said condo boundary to the Southwesterly Corner thereof; thence South $89^{\circ}46'05''$ West 34.51 feet; thence South $0^{\circ}36'19''$ East 295.86 feet along said West Line to a point of curvature; thence Southwesterly along the arc of a 20.00 foot radius curve to the right a distance of 31.55 feet (Central Angle equals $90^{\circ}22'24''$ and Long Chord bears South $44^{\circ}34'53''$ West 28.38 feet) to a point of tangency on the North Line of 3400 South Street; thence South $89^{\circ}46'05''$ West 236.72 feet along said North Line to the projection of the Easterly Edge of an existing building; thence North $0^{\circ}25'15''$ East 74.00 feet along said projection and the Easterly Edge of an existing building to the Southerly Edge of an adjacent building; thence along the common edges of the existing buildings the following two courses: North $89^{\circ}48'37''$ West 0.74 feet and North $0^{\circ}14'28''$ East 192.09 feet; thence North $89^{\circ}54'58''$ West 158.35 feet to the Southeasterly Line of Orchard Drive as widened; thence along said Southeasterly Line the following two courses: Northeasterly along the arc of a 583.52 foot radius curve to the right a distance of 9.53 feet (Central Angle equals $0^{\circ}56'09''$ and Long Chord bears North $39^{\circ}15'57''$ East 9.53 feet) to a point of tangency; and North $39^{\circ}44'01''$ East 388.10 feet to the point of beginning.

Contains 3.444 acres

01-061-0068