

When recorded, return to:

Steven G. Black, Esq.
Hansen Black Anderson Ashcraft PLLC
3051 W. Maple Loop Drive, Suite 325
Lehi, Utah 84043

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MAY 15 2018

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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06-095-0054
06-393-0002

ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT ("**Agreement**") is made effective as of April 30, 2018, by and between the City of North Salt Lake, a Utah municipal corporation ("**Grantor**") and FFG Development, LLC, a Utah limited liability company ("**Grantee**"), collectively, the "**Parties**" and individually, a "**Party**".

RECITALS

A. Grantor owns that certain real property located in North Salt Lake, Davis County, Utah, legally described on Exhibit A attached hereto (the "**Easement Property**").

B. Grantee owns or will own certain real property located in North Salt Lake, Davis County, Utah, and located adjacent to the Easement Property, and legally described on Exhibit B attached hereto ("**Grantee's Property**").

C. Subject to the limitations and conditions set forth herein, Grantor is willing to grant to Grantee an easement for parking, utilities, and vehicular and pedestrian ingress and egress over the Easement Property, subject to the terms and conditions described in this Agreement.

AGREEMENT

1. Grant of Easements. Subject to the Restrictions (as defined in Section 2 below), Grantor grants to Grantee the following easements:

1.1. Access Easement. Grantor grants to Grantee for the benefit of Grantee and its employees, tenants, guests, invitees, successors and assigns ("**Permittees**"), a perpetual easement to install, operate, repair and replace drive aisles, parking areas and curb cuts now or hereafter constructed or maintained on the Easement Property, for ingress and egress free of charge, so as to provide for the passage of motor vehicles and pedestrians to and from Grantee's Property and 2600 South (the "**Access Easement**"). Subject to the Restrictions, the Access Easement will allow Grantee to install, alter and relocate the drive aisles and parking areas on the Easement Property from time to time, at Grantee's expense.

1.2. Parking Easement. Grantor hereby grants to Grantee and its Permittees an exclusive and perpetual easement to install, operate, repair and replace parking stalls on the Easement Property for the purpose of vehicular parking free of charge ("**Parking Easement**"). Subject to the Restrictions, the Parking Easement will allow Grantee to install, alter and relocate parking stalls on the Easement Property from time to time, at Grantee's expense, so long as the parking ratios required for the operation of a business on Grantee's Property complies with applicable city ordinances.

1.3. Utilities Easement. Grantor hereby grants to Grantee a perpetual easement for purposes of installing, using, and maintaining utility lines in the area set forth on the utility plan attached hereto as Exhibit C (the "**Utilities Easement**"), for the benefit of Grantee's Property. Subject to the

Restrictions, the Utilities Easement will allow Grantee to install and alter utilities on the Easement Property from time to time, at Grantee's expense.

1.4. Landscaping and Improvements. Grantor hereby grants to Grantee a perpetual easement for purposes of installing, using, and maintaining landscaping and improvements on the Easement Property to support the Access Easement, Parking Easement and Utilities Easement, including without limitation flower beds, irrigation lines, drainage lines, curb cuts, light poles and lighting facilities, traffic directional signs, and similar improvements (the "**Improvement Easement**"). Subject to the Restrictions, the Improvement Easement will allow Grantee to grade the Easement Property and to install, alter and relocate landscaping improvements and other improvements as contemplated herein on the Easement Property, from time to time, at Grantee's expense.

2. Restrictions. The easement rights granted herein are subject to the following restrictions (the "**Restrictions**"): (i) the southern tip of the Easement Property contains a well, a pump, a future pump building, and other related improvements ("**Well Area**"), and notwithstanding anything herein to the contrary, the Well Area must remain flat, meaning that Grantee is not authorized to change the grade in and around the Well Area, (ii) no improvements or landscaping may be installed in or around the Well Area that interferes with the operation of the well, and (iii) a smooth and level transition with no barriers must exist between the access areas that connect the Easement Property with the commercial property located to the west of the Easement Property, (iv) the Grantee agrees to protect the Well Area, during and after construction, to prevent vehicular traffic or parking upon the Well Area by customers or employees with the installation of a barrier to the south of the improved asphalt area, such as bollards, jersey barricade, fencing, or other method as mutually agreed, (v) The grantor reserves the right to remove/replace said barrier upon construction of the future well house pump building, (vi) the Grantee shall not be permitted to use any portion of the Well Area for the storage of snow removed from the parking area, (vii) Grantee acknowledges that the Well Area is protected by the Drinking Water Source Protection Act and that this easement is within Zone 1, use of the easement shall be maintained in a manner that is compliant with the applicable standards, (viii) Grantee acknowledges that the easement property is currently being used for access to the commercial property adjacent and to the west of the easement property. Grantee agrees that it will take no action to interfere with this existing access use.

3. Maintenance. Grantee shall be responsible, at its sole cost, to maintain and keep the Easement Property in good condition and repair (excluding only the Well Area and the related pump facility and water lines), including patching of pavement, resurfacing, sweeping and removing trash and debris, snow removal, maintaining any drainage system, and repairing any outdoor lighting systems.

4. Free-Standing Sign. Subject to the prior approval of Grantor and compliance with city ordinances, Grantee may construct, operate, repair and replace, at Grantee's sole expense, a free-standing sign (the "**Free-Standing Sign**") on the Grantor Property in the location identified on Exhibit D attached hereto ("**Sign Easement**"). Nothing herein shall require Grantee to construct the Free-Standing Sign. If Grantee installs a Free-Standing Sign, Grantee hereby covenants to maintain, repair and replace, when necessary, the Free-Standing Sign at Grantee's sole expense.

5. Term. The term of this Agreement and the covenants, easements, rights and conditions set forth herein are perpetual; *provided, however*, that if Grantee materially breaches this Agreement, and such breach is not cured within ninety (90) days (or such other reasonable period of time as may be required under the circumstances) after written notice is delivered to Grantee, or its successors or assigns, Grantor may suspend Grantee's access rights hereunder until such time that Grantee complies with its obligations under this Agreement. Notwithstanding the foregoing, if Grantee no longer uses the Easement Property for a period of one (1) year, then Grantor may, at its option, elect to terminate this Agreement. Notice of such termination must be recorded in the Davis County Recorder's Office.

6. Indemnification. Grantee hereby indemnifies, holds harmless and agrees to defend the Grantor for, from and against all claims, damages, liabilities, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Easement Property as a result of Grantee's actions or omissions, unless caused by the negligence, gross negligence or intentional or willful conduct of Grantor.

7. Insurance. Grantee agrees to maintain commercial general liability insurance (occurrence coverage) that includes the Easement Property in a sum of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, with a company qualified to do business in the State of Utah, and providing contractual liability coverage. Upon written request, Grantee shall cause a certificate of insurance reasonably evidencing compliance with the requirements of this Section to be delivered to Grantor.

8. Private Use; No Public Dedication. The provisions hereof are not intended and do not constitute a dedication for public use and the rights and easements herein created are private and for the benefit only of Grantee and its Permittees.

9. Waiver. No waiver of any default under this Agreement by any Party shall be implied from any omission by any Party to take any action with respect to such default if such default continues or is repeated.

10. Severability. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Amendment. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed and acknowledged by all Parties or their respective successors or assigns and recorded in the Office of the County Recorder of Davis County, Utah.

12. Notices. Any notice or demand required or permitted hereunder shall be given in writing and shall be deemed effectively given on the earliest of: (a) the date delivered, if delivered by personal delivery, or by email to an executive officer, or by facsimile (with confirmation of successful transmission), (b) the third business day after deposit, postage prepaid, in the United States Postal Service by certified mail, or (c) the second business day after mailing by express courier (e.g., FedEx), with delivery costs and fees prepaid. Each notice is to be addressed to the parties at the addresses set forth below.

To Grantor: City of North Salt Lake
10 E. Center Street
North Salt Lake, Utah 84054
Attn: _____
Fax No.: 801.335.9719

To Grantee: FFG Development, LLC
871 S. Auto Mall Drive
American Fork, Utah 84003
Attn: Legal
Fax No.: 801.642.3816

13. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable

servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors and assigns. If a Party sells, assigns or otherwise conveys its interest in any of the subject property to a third party grantee, then any reference in this Agreement to such Party shall be deemed to be a reference to such grantee. The grantee of any portion of the subject property or any portion thereof, by acceptance of a deed conveying title thereto, whether from the original owner or from a subsequent owner, shall accept such deed upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee covenants, consents and agrees to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of property so acquired by such grantee. The Parties may, by mutual consent, agree to terminate the Access Easement, Parking Easement, Utilities Easement, Improvement Easement, and/or Sign Easement (or the entire Agreement) by written agreement signed and acknowledged by all Parties or their respective successors or assigns and recorded in the Office of the County Recorder of Davis County, Utah, so long as such written instrument clearly identifies which easements are so terminated.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Each party agrees to exchange original signatures in due course, with the original signatures being recorded in the Davis County Recorder's Office at Grantee's expense.

15. Attorneys' Fees. In the event of any action to enforce the provisions of this instrument, the prevailing Party shall be entitled to receive reimbursement from the other Party, as determined by the court, for its reasonable costs and attorneys' fees in an amount determined by the court and not by a jury.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflict of laws rules applicable in the State of Utah.

17. Time of the Essence. Time is of the essence of this Agreement.

18. Entire Agreement. This Agreement which includes the following Exhibits:

Exhibit A	Legal Description of the Easement Property
Exhibit B	Legal Description of Grantee's Property
Exhibit C	Location of Utilities Easement
Exhibit D	Location of Free Standing Sign

constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

[signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTOR:

NORTH SALT LAKE,
a municipal corporation

By: [Signature]
Name: Ryan Mumford
Its: Mayor pro tem

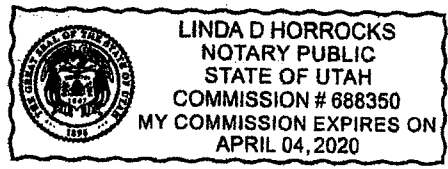
GRANTEE:

FFG DEVELOPMENT, LLC,
a Utah limited liability company

By: [Signature]
Name: Josh Merrell
Its: Entitlement Manager

STATE OF UTAH)
County of DAVIS) ss.

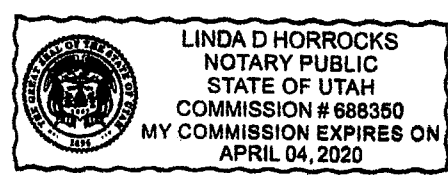
The foregoing instrument was acknowledged before me this 20th day of Feb, 2018, by Ryan Mumford, the Mayor pro tem of NORTH SALT LAKE, on behalf of such municipality.



[Signature]
Notary Public

STATE OF UTAH)
County of UTAH) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 2018, by Josh Merrell, the Entitlement Mgr. of FFG DEVELOPMENT, LLC, on behalf of such company.



[Signature]
Notary Public

EXHIBIT "A"

A STORM WATER EASEMENT BEING A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE GRANTORS PARCEL, SAID POINT BEING NORTH 6°40'17" WEST, ALONG A RANDOM LINE, A DISTANCE OF 1,896.99 FEET, TO A MONUMENT IN 2600 SOUTH STREET, AND SOUTH 89°59'13" WEST, ALONG THE MONUMENT LINE OF 2600 SOUTH STREET, A DISTANCE OF 1,126.59 FEET, TO THE MONUMENT AT THE INTERSECTION OF US HIGHWAY 89 AND 2600 SOUTH STREET, AND SOUTH 31°18'13" WEST, ALONG THE CENTERLINE OF SAID HIGHWAY 89, A DISTANCE OF 334.00 FEET, AND NORTH 58°41'47" WEST, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 151.04 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 36; AND RUNNING THENCE NORTH 63°18'47" WEST, A DISTANCE OF 16.19 FEET; THENCE NORTH 26°41'13" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°18'47" EAST, A DISTANCE OF 16.19 FEET; THENCE SOUTH 26°41'13" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 324 SQ. FT., OR 0.007 AC.

ALSO:

A STORM WATER EASEMENT BEING A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE GRANTORS PARCEL, SAID POINT BEING NORTH 6°40'17" WEST, ALONG A RANDOM LINE, A DISTANCE OF 1,896.99 FEET, TO A MONUMENT IN 2600 SOUTH STREET, AND SOUTH 89°59'13" WEST, ALONG THE MONUMENT LINE OF 2600 SOUTH STREET, A DISTANCE OF 1,126.59 FEET, TO THE MONUMENT AT THE INTERSECTION OF US HIGHWAY 89 AND 2600 SOUTH STREET, AND SOUTH 31°18'13" WEST, ALONG THE CENTERLINE OF SAID HIGHWAY 89, A DISTANCE OF 438.89 FEET, AND NORTH 58°41'47" WEST, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 142.57 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 36; AND RUNNING THENCE NORTH 72°44'40" WEST, A DISTANCE OF 67.41 FEET; THENCE NORTH 26°41'13" EAST, A DISTANCE OF 20.27 FEET; THENCE SOUTH 72°44'40" EAST, A DISTANCE OF 67.41 FEET; THENCE SOUTH 26°41'13" WEST, A DISTANCE OF 20.27 FEET TO THE POINT OF BEGINNING.

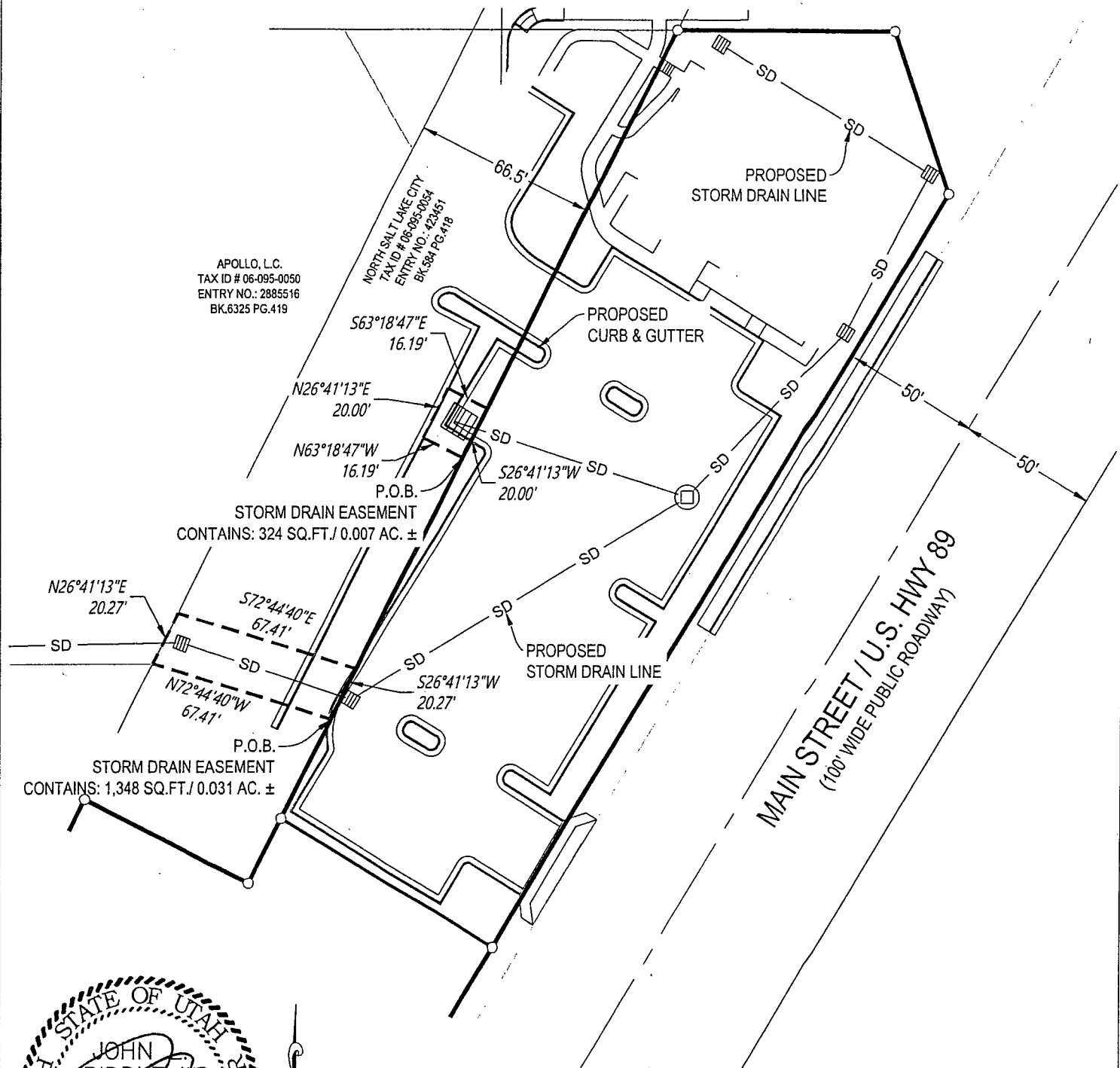
CONTAINS: 1,348 SQ. FT., OR 0.031 AC.

06-095-0054

06-095-0054

STORM DRAIN EASEMENTS EXHIBIT "A-1"

3093299
BK 7015 PG 484



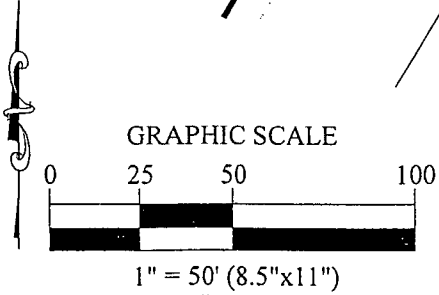
APOLLO, L.C.
TAX ID # 06-095-0050
ENTRY NO.: 2885516
BK.6325 PG.419

NORTH SALT LAKE CITY
TAX ID # 06-095-0054
ENTRY NO.: 423451
BK.584 PG.418

STORM DRAIN EASEMENT
CONTAINS: 324 SQ.FT./ 0.007 AC. ±

STORM DRAIN EASEMENT
CONTAINS: 1,348 SQ.FT./ 0.031 AC. ±

MAIN STREET / U.S. HWY 89
(100' WIDE PUBLIC ROADWAY)



LEGEND:	
EASEMENT	-----
PROPOSED STORM DRAIN	SD _____
PROPOSED CURB & GUTTER	=====

REVISIONS			
NO.	DATE	BY	REVISION

DRAWN BY: JEV
DESIGN BY: JEV
CHECKED BY: JLR
DATE: 04/19/18

CLIENT: N. SALT LAKE
CITY STORM DRAIN EASEMENTS
JOB NO:



EXHIBIT "A-1"

STORM DRAIN EASEMENTS
NORTH SALT LAKE CITY

SHEET:
1-OF-1

EXHIBIT B

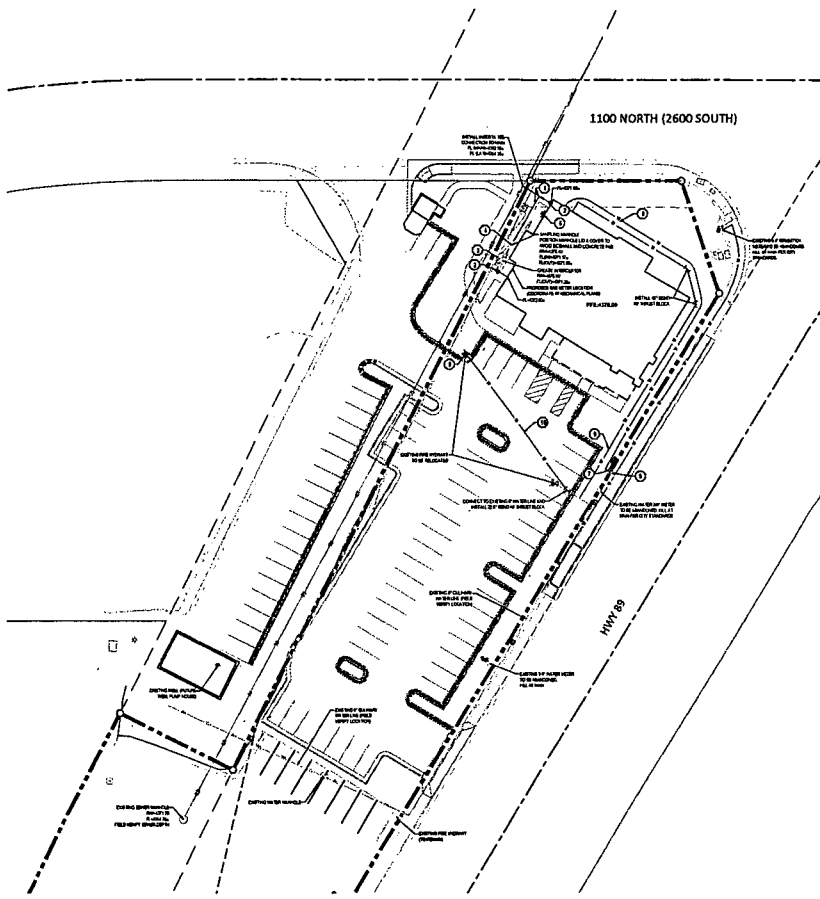
LEGAL DESCRIPTION

Lot 2, Premium BBQ-Subdivision, according to the Official Plat thereof on file and of record in the office of the Davis County Recorder.

EXHIBIT C

Utility Plan C400 2-12-18

PLS STANDARD
THIS PLAN AND ALL ATTACHED SHEETS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS.
REVISIONS
REVISION NUMBER OF SHEET IS SHOWN IN CIRCLES TO THE RIGHT OF THE SHEET NUMBER.
ALL WORK SHALL BE ACCORDING TO THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
EXHIBIT C-400.00



- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISH GRADE UNLESS OTHERWISE NOTED.
 3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
 4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
 5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
 6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
 7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
 8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL ABOVE THE UTILITY.
- LEGEND:**
- 12" WATER MAIN
 - 18" WATER MAIN
 - 24" WATER MAIN
 - 30" WATER MAIN
 - 36" WATER MAIN
 - 42" WATER MAIN
 - 48" WATER MAIN
 - 60" WATER MAIN
 - 72" WATER MAIN
 - 84" WATER MAIN
 - 96" WATER MAIN
 - 108" WATER MAIN
 - 120" WATER MAIN
 - 144" WATER MAIN
 - 168" WATER MAIN
 - 192" WATER MAIN
 - 216" WATER MAIN
 - 240" WATER MAIN
 - 288" WATER MAIN
 - 336" WATER MAIN
 - 384" WATER MAIN
 - 432" WATER MAIN
 - 480" WATER MAIN
 - 528" WATER MAIN
 - 576" WATER MAIN
 - 624" WATER MAIN
 - 672" WATER MAIN
 - 720" WATER MAIN
 - 768" WATER MAIN
 - 816" WATER MAIN
 - 864" WATER MAIN
 - 912" WATER MAIN
 - 960" WATER MAIN
 - 1008" WATER MAIN
 - 1056" WATER MAIN
 - 1104" WATER MAIN
 - 1152" WATER MAIN
 - 1200" WATER MAIN
 - 1248" WATER MAIN
 - 1296" WATER MAIN
 - 1344" WATER MAIN
 - 1392" WATER MAIN
 - 1440" WATER MAIN
 - 1488" WATER MAIN
 - 1536" WATER MAIN
 - 1584" WATER MAIN
 - 1632" WATER MAIN
 - 1680" WATER MAIN
 - 1728" WATER MAIN
 - 1776" WATER MAIN
 - 1824" WATER MAIN
 - 1872" WATER MAIN
 - 1920" WATER MAIN
 - 1968" WATER MAIN
 - 2016" WATER MAIN
 - 2064" WATER MAIN
 - 2112" WATER MAIN
 - 2160" WATER MAIN
 - 2208" WATER MAIN
 - 2256" WATER MAIN
 - 2304" WATER MAIN
 - 2352" WATER MAIN
 - 2400" WATER MAIN
 - 2448" WATER MAIN
 - 2496" WATER MAIN
 - 2544" WATER MAIN
 - 2592" WATER MAIN
 - 2640" WATER MAIN
 - 2688" WATER MAIN
 - 2736" WATER MAIN
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 - 2832" WATER MAIN
 - 2880" WATER MAIN
 - 2928" WATER MAIN
 - 2976" WATER MAIN
 - 3024" WATER MAIN
 - 3072" WATER MAIN
 - 3120" WATER MAIN
 - 3168" WATER MAIN
 - 3216" WATER MAIN
 - 3264" WATER MAIN
 - 3312" WATER MAIN
 - 3360" WATER MAIN
 - 3408" WATER MAIN
 - 3456" WATER MAIN
 - 3504" WATER MAIN
 - 3552" WATER MAIN
 - 3600" WATER MAIN
 - 3648" WATER MAIN
 - 3696" WATER MAIN
 - 3744" WATER MAIN
 - 3792" WATER MAIN
 - 3840" WATER MAIN
 - 3888" WATER MAIN
 - 3936" WATER MAIN
 - 3984" WATER MAIN
 - 4032" WATER MAIN
 - 4080" WATER MAIN
 - 4128" WATER MAIN
 - 4176" WATER MAIN
 - 4224" WATER MAIN
 - 4272" WATER MAIN
 - 4320" WATER MAIN
 - 4368" WATER MAIN
 - 4416" WATER MAIN
 - 4464" WATER MAIN
 - 4512" WATER MAIN
 - 4560" WATER MAIN
 - 4608" WATER MAIN
 - 4656" WATER MAIN
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 - 4752" WATER MAIN
 - 4800" WATER MAIN
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 - 11520" WATER MAIN
 - 11568" WATER MAIN
 - 11616" WATER MAIN
 - 11664" WATER MAIN
 - 11712" WATER MAIN
 - 11760" WATER MAIN
 - 11808" WATER MAIN
 - 11856" WATER MAIN
 - 11904" WATER MAIN
 - 11952" WATER MAIN
 - 12000" WATER MAIN
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EXHIBIT D

