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Suburban Propane®

Recording Office
Record and Return this
Underground Tank Ownership and
Access Easement to:
Suburban Propane, L.P. at
CSC Location: 3245 W. 2100 S.

SALT LAKE CITY, UTAH

84119

CSC Phone Number: 801-972-6674



ENT 3155:2015 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jan 14 4:31 PM FEE 14.00 BY ED
RECORDED FOR SUBURBAN PROPANE

**UNDERGROUND TANK OWNERSHIP AND
ACCESS EASEMENT**

This Underground Tank Ownership and Access Easement ("Easement") is made this 6 day of JANUARY, 2015 by KEVIN ADELL ("Grantor"), the owner of real property located at 8621 N. MANDAN RD, in the municipality/city of SUNDANCE, and State of UTAH, Lot LOT 8, Block _____, Tax Parcel Number 514-446-0008, or other Legal Description LOT 8, PLAT K, THE RIDGE LOTS AT S ("Premises") in favor of Suburban Propane, L.P., a Delaware Limited Partnership, its affiliates, successors and assigns (collectively referred to herein as "Suburban" or "Grantee").

In consideration of Suburban's lease to Grantor of an underground propane storage tank and related attachments (the "Underground Storage Tank") owned by Suburban, placement of Suburban's Underground Storage Tank on the Premises, and Grantor's use of said Underground Storage Tank only to store propane purchased from Suburban, Grantor does hereby grant to Suburban the rights, privileges and easement of right of way, ingress and egress over, to, from and through the Premises to, as applicable, install, inspect, modify, maintain, service, repair, excavate, remove and otherwise have contact with the Underground Storage Tank owned by Suburban. Title to the Underground Storage Tank shall remain with Suburban at all times and shall not pass to Grantor or any subsequent purchaser of the Premises. Grantor expressly agrees, on behalf of itself and its heirs, successors and assigns, that said Underground Storage Tank is the personal property of Suburban and shall not become a fixture notwithstanding the manner in which it is located on or affixed to the Premises.

Grantor, for himself/herself/itself, all co-owners of the Premises and legal representatives of any of them, covenants that he/she/it is seized of and has the right to convey the aforesaid easement, right of way, rights and privileges to Suburban. Grantor authorizes Suburban to file this Easement in the public records to give notice of this Easement and of Suburban's ownership of the Underground Storage Tank at the Premises, and agrees to execute such further documentation as may be required to properly record this Easement and/or Suburban's ownership of the Underground Storage Tank.

Nothing in this Easement shall be deemed to: (1) grant Suburban any ownership or possessory interest in the Premises and any structures and appurtenances located on the Premises except for the Underground Storage Tank and its related apparatus; (2) grant Suburban any ownership interest in or rights to harvest or develop any minerals, natural gas, oil, water, timber or any other resources or products of the Premises, whether located above or below ground; (3) impose any duty upon Suburban; (4) authorize Suburban to have contact with the Premises other than in connection with the Suburban-owned Underground Storage Tank and in conjunction with its separate rights to make deliveries of fuel thereto; and/or (5) impose any restraint on Grantor's use and enjoyment of the Premises.

This Easement shall run with the land, and is intended to be binding upon all successors, and shall remain in full force and effect for so long as the Underground Storage Tank owned by Suburban remains on/at the Premises. Suburban agrees to cooperate with any written request by Grantor or Grantor's heirs, successors or assigns to execute a release of this Easement upon the termination of Grantor's use of Suburban's underground tank and Suburban Propane's removal thereof.

This Easement shall be governed in all respects by, and shall be interpreted in accordance with, the laws of the State where the Premises are located. This Easement does not modify or supersede any contract between Grantor and Grantee, but shall instead be regarded as an Addendum thereto to fulfill Grantor and Grantee's respective rights and obligations thereunder.

I certify that I am the Grantor referred to in this Easement, am authorized to grant this Easement to Suburban for filing in the public records, and agree to all of the foregoing provisions of this Easement.

IN WITNESS WHEREOF, Grantor has hereunto set his/her/its hand and seal as of the date that appears above.

Kevin Adell
Signature of Grantor

KEVIN ADELL
Print Grantor's Name

STATE OF Michigan

COUNTY OF Oakland

On the 7 day of January in the year 15 before me, the undersigned, personally appeared Kevin Adell known to me or proved to me on the basis of satisfactory evidence to be the individuals (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

Richard V. Mazzari
NOTARY PUBLIC, State of Michigan

My Commission expires: 3/28/18



LEGAL DESCRIPTION: LOT 8 PLAT K THE RIDGE LOTS AT SUNDANCE COMMUNITY
PRESERVE A SUNDANCE RECREATIONAL RESORT SUBDV. AREA 1.036 AC