

When Recorded, Mail To:  
PBS Holdings, LLC  
1226 South 1480 West  
Orem, Utah 84058

(Space above for Recorder's use only)

## GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into this 24 day of February 2022, by and between PBS Holdings, LLC, ("Grantor"), a Utah Limited Liability Company, Utah County, State of Utah and Molen McClure Enterprises, L.L.C., ("Grantee"), a Utah Limited Liability Company, Utah County, State of Utah, (Grantor and Grantee each a "Party", together the "Parties") for the purpose of Grantor granting to Grantee an easement to access a light post owned by Grantee but which is located on land Grantee is selling to Grantor concurrently with this grant of easement.

### RECITALS

A. Grantor is the owner of property more particularly described in attached Exhibit "A" (the "Subject Property").

B. The Subject Property is subject to that approved Orem Center Business Park Subdivision Plat C.

C. Approval for the Orem Center Business Park Subdivision Plat C was contingent on Grantor granting to Grantee an easement to Grantee's parking lot light which remains owned by Grantee and is located on the Subject Property.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### 1. EASEMENT

1.1 **Grant of Easement**. Grantor hereby grants to Grantee and Grantee's successors and assigns, and each of its tenants, subtenants, suppliers, customers, patrons, employees, licensees, concessionaires, agents, contractors, and invitees to whom the Grantee may choose to extend or delegate such rights (collectively "Permittees") a non-exclusive perpetual easement of ingress, egress, and access over, across, and under portions of the Subject Property as described in Exhibit "B" attached hereto and incorporated herein by reference, for the purposes of accessing, repairing, replacing and servicing the parking lot light which remains owned by Grantee (together, the "Easement").

1.2 **Easement Runs with the Land**. This Easement shall be appurtenant to the Subject Property and shall run with and for the benefit of the Subject Property, and all provisions of this Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the

Grantee and the Grantor, their respective successors, assigns, mortgagees, tenants and any person or persons claiming under or through any of them.

1.3 **Duration.** This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use or change in use of the Subject Property; provided, however, that in the event that the Agreement expires or terminates (a) prior to the Commencement Date (as defined therein) or (b) through default by Grantee causing the reversion of the entire Subject Property to Grantor, this Easement may be terminated by Grantor in its sole discretion by notice to Grantee and recordation of a Notice of Termination in the official records of Utah County. Except as set forth in this Section 1.3, this Easement may be terminated only by a duly recorded instrument expressly so providing, duly executed and acknowledged by Grantee (or its successors in interest).

1.4 **Amended Easement.** This Easement may be amended from time to time, if necessary and if agreed to by the Parties, only by an instrument in writing duly executed by Grantor and Grantee (or their respective successors). Any such amendment shall be recorded promptly in the land records of Utah County, Utah by the Grantor which shall also bear the cost of such recording. Waivers and consents respecting this Easement Agreement shall be effective only if in writing and signed by all parties hereto.

**2. GENERAL**

2.1 **Notice.** All notices and other communications provided for in this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address a such party may hereafter designate by written notice to the other parties as herein provided.

To Grantor: PBS Holdings  
1226 South 1480 West  
Orem, Utah 84058  
Attn: Legal Dept.

To Grantee: Molen McClure Enterprises, L.L.C.  
1176 South 1480 West  
Orem, Utah 84058  
Attn: Kenneth A. Molen

2.2 **Entire Agreement.** This Easement Agreement (including the exhibits attached hereto), along with the Real Estate Contract for Sale executed by the Parties, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto.

2.3 **Interpretation.** This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

2.4 **Counterparts and Signatures.** This Easement Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed to be an original, binding between the executed parties, and all of which shall together constitute one and the same instrument as long as the Parties each receive a copy of each signed counterpart. Delivery by facsimile, encrypted e-mail or e-mail file attachment, electronic photograph, jpeg, electronic signature software or any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed Agreement or instrument. Original, power of attorney signatures shall be binding upon the executing party.

2.5 **No Waiver.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

2.6 **Covenants Run With the Land.** Each right or obligation in this Easement Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Subject Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

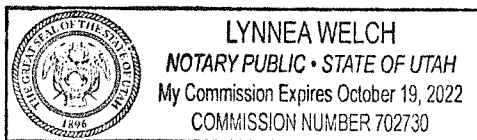
WITNESS the hand of said Grantor, this 25 day of Feb., 2022.

GRANTOR:

[Signature]  
Ryan Porter  
Managing Member of PBS Holdings, LLC

STATE OF UTAH )  
: ss  
COUNTY OF UTAH )

On this 25 day of Feb., 2022, personally appeared before me Ryan Porter, known or satisfactorily proved to me to be the authorized signor for PBS Holdings, LLC, who acknowledged to me that they signed the foregoing instrument and they executed the same.



[Signature]  
Notary Public  
Lynnea Welch  
Printed Name

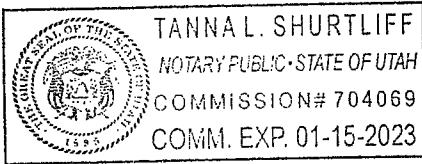
My Commission expires: 10/19/22

WITNESS the hand of said Grantor, this 24 day of Feb., 2022.

GRANTEE: *Kenneth Alvin Molen*  
Kenneth Alvin Molen  
Manager of Molen McClure Enterprises, L.L.C.

STATE OF UTAH )  
: SS  
COUNTY OF UTAH )

On this 24 day of Feb., 2022, personally appeared before me Kenneth Alvin Molen, known or satisfactorily proved to me to be the authorized signor for Molen McClure Enterprises, L.L.C., who acknowledged to me that they signed the foregoing instrument and they executed the same.



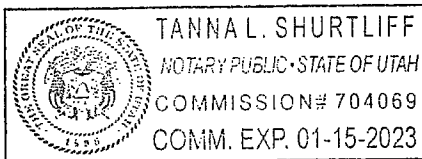
*Tanna L Shurtliff*  
Notary Public  
Tanna L Shurtliff  
Printed Name

My Commission expires: 1-15-23

GRANTEE(S): *Uarda S. Molen*  
Uarda S. Molen  
Manager of Molen McClure Enterprises, L.L.C.

STATE OF UTAH )  
: SS  
COUNTY OF UTAH )

On this 24 day of Feb., 2022, personally appeared before me Uarda S. Molen, known or satisfactorily proved to me to be the authorized signor for Molen McClure Enterprises, L.L.C., who acknowledged to me that they signed the foregoing instrument and they executed the same.



*Tanna L Shurtliff*  
Notary Public  
Tanna L Shurtliff  
Printed Name

My Commission expires: 1-15-23

**EXHIBIT "A"**

Beginning at the Northwest Corner of Lot 1, Plat "B", Orem Center Business Park Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, and running thence North 3.61 feet along the extension of the West line of said Lot 1, Plat "B", to the extended line of the South edge of an existing concrete curb; thence to and along said curbing and its extensions, North  $89^{\circ}48'24''$  East 277.21 feet, more or less, to the westerly right-of-way line of an Orem City street (1480 West); thence along said street line 4.55 feet on the arc of a 53.0 foot radius curve to the left, (chord bears South  $02^{\circ}32'01''$  West 4.55 feet) to the Northeast corner of said Lot 1, Plat "B"; thence along the North line of said Lot 1, Plat "B", West 277.01 feet to the point of beginning.

Contains: 1,131 sf

The basis of bearing is North  $88^{\circ}31'43''$  East between the reference corner for the Northwest Corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian and the witness corner for the Northeast Corner of said Section 28.

**EXHIBIT "B"**  
**PARKING LOT LIGHT EASEMENT**

Beginning at a point which is North 3.61 feet and North 89°48'24" East 122.17 feet from the Northwest Corner of Lot 1, Plat "B", Orem Center Business Park Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, and running thence North 89°48'24" East 10.00 feet; thence South 00°11'36" East 6.95 feet; thence South 89°48'24" West 10.00 feet; and North 00°11'36" West 6.95 feet to the point of beginning.

Contains: 70 sf

The basis of bearing is North 88°31'43" East between the reference corner for the Northwest Corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian and the witness corner for the Northeast Corner of said Section 28.