

When recorded, return to:

Smith & Payne Properties, LLC
c/o Rodney Payne
1896 West Portabello Rd.
South Jordan, UT 84095

* 17450-17

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Easement Agreement**”) is made to be effective as of the 20th day of July, 2012 by and between SMITH & PAYNE PROPERTIES, LLC, a Utah limited liability company, (“**S&P Properties**”) and WESTRIDGE PROPERTY MANAGEMENT, LLC, a Utah limited liability company, (“**Westridge Property Mgt.**”).

WHEREAS, Westridge Property Mgt. is the fee owner of Parcel Number 66:271:0002, situated in the City of Saratoga Springs, County of Utah, State of Utah the (“**Westridge Parcel**”);and

WHEREAS, Westridge Property Mgt. intends to sell certain real estate to S&P Properties of which if which it is the fee owner of, and such real property is described as: (See Exhibit "A")

Parcel Number 66:271:0004 (to be known in the future as (“**S&P Properties Parcel**”) situated in the City of Saratoga Springs, in the Official Records of Utah County, State of Utah, which is adjacent to Parcel Number 66:271:0002 noted above and

WHEREAS, Westridge Property Mgt. has agreed, subject to the covenants, conditions and restrictions set forth herein, to grant to the owners of the real property known as S&P Properties a non-exclusive right of ingress and egress for vehicular and pedestrian traffic over the Westridge Parcel for purposes of accessing Commerce Drive from the S&P Properties Parcel,

WHEREAS, Westridge Property Mgt. has agreed, subject to the covenants, conditions and restrictions set forth herein, to grant to the owners of the real property known as S&P Properties Parcel a non-exclusive right to use Westridge Property Mgt.’s trash bin for the disposal of garbage,

WHEREAS, Westridge Property Mgt. has agreed, subject to the covenants, conditions and restrictions set forth herein, to grant to the owners of the real property known as S&P Properties Parcel a non-exclusive right to utility hookups from the Westridge Parcel that may be necessary for the construction and operation of the building to be built on the S&P Properties Parcel,

NOW, THEREFORE, the parties agree as follows:

1. Creation of Easements.

Westridge Property Mgt. hereby grants and establishes for the benefit of S&P Properties its assigns and successors, members, customers and employees, a non-exclusive right of ingress and egress for pedestrian and vehicular traffic over and across a portion of the Westridge Parcel, as more particularly shown on attached Exhibit "A" (the "**Easement Area**").

Westridge Property Mgt. hereby grants and establishes for the benefit of S&P Properties its assigns and successors, members, and employees, a non-exclusive right to dispose of garbage in the Westridge Property Mgt.'s dumpster.

Westridge Property Mgt. hereby grants and establishes for the benefit of S&P Properties its assigns and successors an non-exclusive right to utility hookup from the Westridge Parcel that may be necessary to the construction and operation of the building to be built on the S&P Properties Parcel.

2. Use of Easement Area.

(a) Use. Subject to existing easements of record, S&P Properties and its customers, invitees and employees may use the Easement Area for ingress, egress and walkways.

(b) No Barriers. Neither party shall construct or maintain any wall, fence or barrier of any kind on the Easement Area which prevents or impairs the use, free access or movement over or across the Easement Area, including without limitation, pedestrian and vehicular traffic.

3. Maintenance. Westridge Property Mgt. Shall be responsible for all repairs and maintenance relating to the Easement Area (as shown on Exhibit "A"). Each respective party shall be responsible for repairs and maintenance of its own specific parking lot. Westridge Property Mgt shall be responsible for all maintenance of the dumpster. S&P Properties shall pay Westridge Property Mgt. 60% of the monthly fees for emptying the dumpster. S&P Properties at its sole expense shall repair and make whole any disturbance incurred for utility hookups.

4. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public or for any public purpose whatsoever. The right of the public or any person to make any use whatsoever of the Easement Area is by permission and subject to Westridge Property Mgt.'s control. Notwithstanding any other provisions herein to the contrary, Westridge Property Mgt. may periodically restrict ingress and egress from the Easement Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be agreed to by the parties in writing prior to such restriction, shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimal effect on the parties.

5. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns, and shall be “covenants running with the land”.

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(e) Successors. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

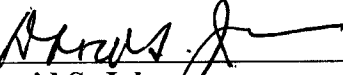
(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(g) Recording. This document shall be recorded in the Official Records of Utah County, Utah.

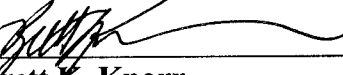
(h) Amendment. This Agreement may only be amended in a writing executed by both parties.

IN WITNESS WHEREOF the parties have executed this Easement Agreement as of the date set forth above.


WESTRIDGE PROPERTY MANAGEMENT, LLC,
a Utah limited liability company, by its Members,

By: 

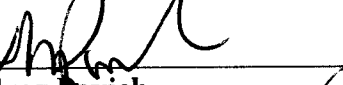
David S. Johnson

By: 


Brett K. Knorr

By: 


D. Todd Whiting

By: 

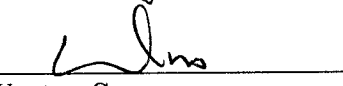
Greg Davich

By: 

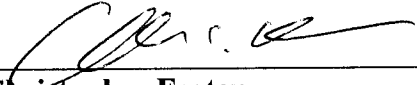
Bradley Arnold

By: 

William Edwards

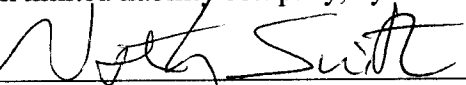
By: 

Weston Spencer

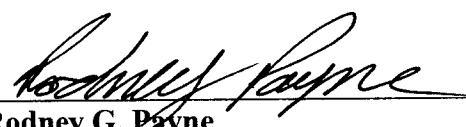
By: 

Christopher Foster

SMITH AND PAYNE PROPERTIES, LLC
a Utah limited liability company, by its Members,

By: 

Nathan Smith

By: 

Rodney G. Payne

STATE OF UTAH
COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 20th day of July, 2012 by Nathan Smith and Rodney G. Payne, members of Smith & Payne Properties, LLC.

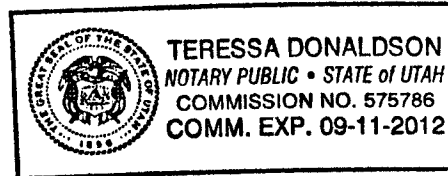
Teresa Donaldson
Notary Public



STATE OF UTAH
COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 23rd day of July, 2012 by David S. Johnson, Brett K Knorr, D. Todd Whiting, Greg Pavich, Bradley Arnold, William Edwards, Weston Spencer and Christopher Foster, members of Westridge Property Management, LLC.

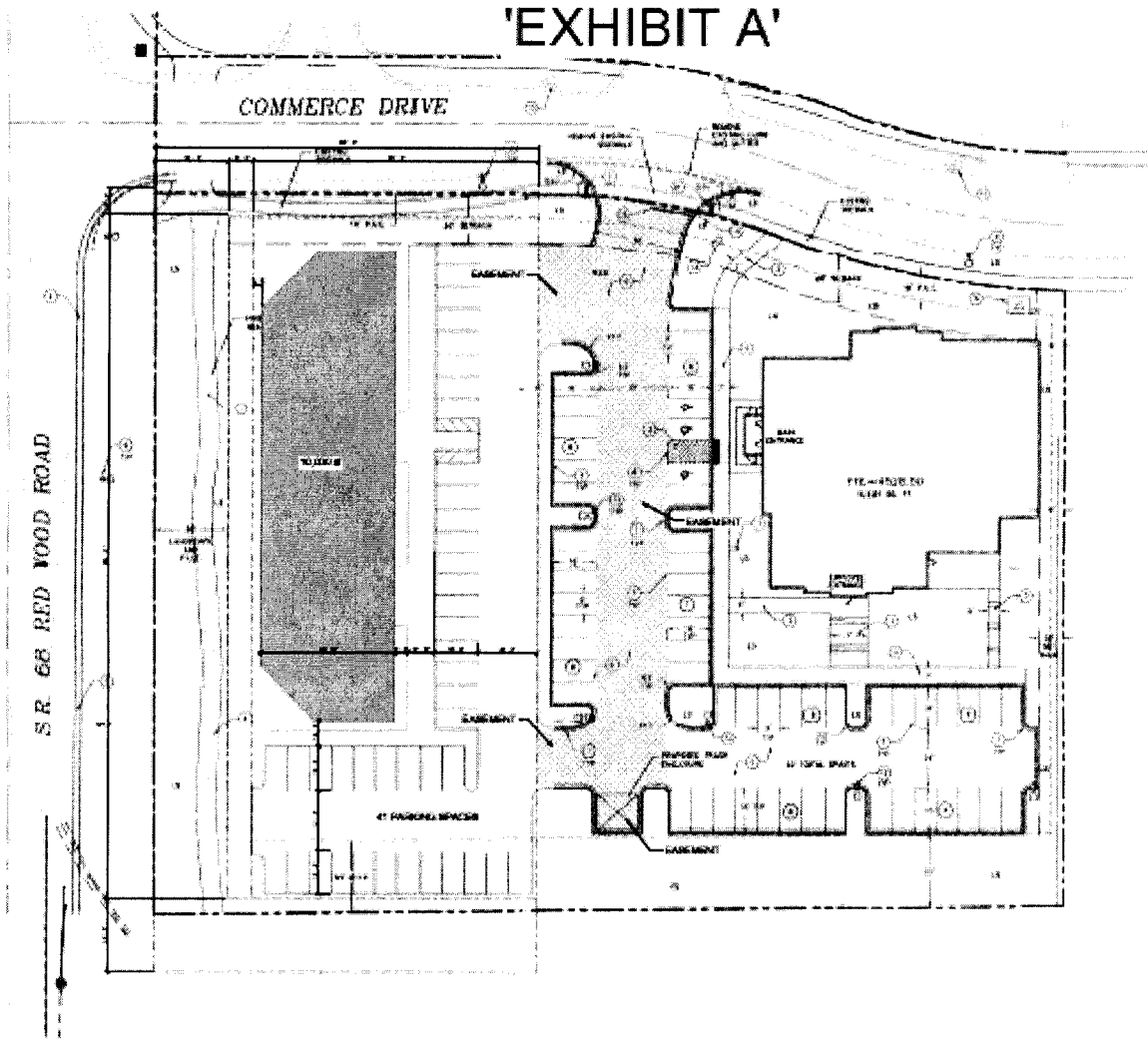
Teresa Donaldson
Notary Public



Accommodation Recording Only
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Affiliated First Title Insurance Agency, Inc., hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof and makes no representation as to the effect or validity of this document.

EXHIBIT "A"

Easement Area





Utah County Online
The Official Web Site of
Utah County Government

EXHIBIT "A" 1

PROPERTY INFORMATION

Serial Number: 66:271:0004

Serial Life: 2009...

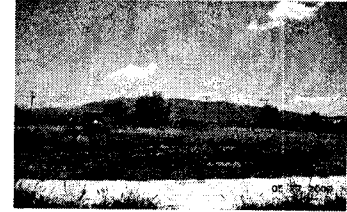
Property Address: UNKNOWN - SARATOGA SPRINGS

Mailing Address: 1912 W 930 N PLEASANT GROVE, UT 84062-4104

Acreage: 1.044

Last Document: 135283-2008

Legal Description: PT. LOT 6A, SARATOGA CROSSROADS AMENDED SUB DESCRIBED AS FOLLOWS; COM S 2362.1 FT & E 72.36 FT FR NE COR. SEC. 14, T5S, R1W, SLB&M.; S 89 DEG 37' 23" E 133.33 FT; S 0 DEG 22' 37" W 292.54 FT ACTUAL COURSE = S00-22-36W 292.54; S 89 DEG 50' 20" W 157.01 FT; N 0 DEG 22' 37" E 149.83 FT ACTUAL COURSE = N00-22-38E 149.83; N 5 DEG 13' 53" E 16.8 FT; N 0 DEG 11' 38" E 98.58 FT; N 45 DEG 59' 34" E 31.56 FT; N 0 DEG 27' 21" E 6.79 FT TO BEG. AREA 1.044 AC.



Total Photos: 2

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
2009... WESTRIDGE PROPERTY MANAGEMENT LLC						

Additional Information

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Utah County Online
The Official Web Site of
Utah County Government

EXHIBIT "A"

PROPERTY INFORMATION

Serial Number: 66:271:0002

Serial Life: 2009...

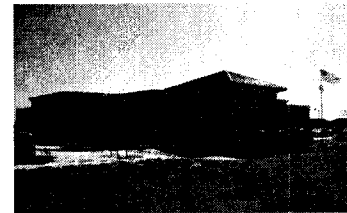
Property Address: 77 E COMMERCE DR - SARATOGA SPRINGS

Mailing Address: 1912 W 930 N PLEASANT GROVE, UT 84062-4104

Acreage: 1.336

Last Document: 134620-2008

Legal Description: LOT 6B, SARATOGA CROSSROADS AMENDED SUBDV. AREA 1.336 AC.



Total Photos: 2

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
2009... WESTRIDGE PROPERTY MANAGEMENT LLC						

Abstract

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