

When recorded mail to:
Grove Ventures II, LLC
1572 Woodland Park Dr., Ste. 505
Layton, Utah 84041

ENT 87087:2014 PG 1 of 8
Jeffery Smith
Utah County Recorder
2014 Dec 03 01:25 PM FEE 24.00 BY EO
RECORDED FOR Bonneville Superior Title Com
ELECTRONICALLY RECORDED

Tax Serial Id No: 40:457:0001

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the 4th day of September, 2014 by and between Grove Ventures II, LLC, a Utah limited liability company ("Grantor") and Somerset Meadows, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of Lot 1 of the Grove Commons Subdivision, Plat 'A', as recorded in the Utah County Recorder's office, State of Utah ("Grantor Property"), and as described on Exhibit A.

B. Grantee is the owner of property tax serial number 40:457:0002 ("Grantee Property"), as described as Exhibit B, which property is adjacent to the Grantor Property.

C. Grantor desires to grant certain easements over and across the Grantor Property for the benefit of Grantee Property.

NOW, THEREFORE, in exchange for good and sufficient consideration, Grantor hereby grants and declares as follows:

1. Parking Easement. Grantor hereby grants to Grantee, and to Grantee's tenants, licensees, employees, contractors, successors and assigns a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress to and from that portion of the Grantor Property as described and depicted on Exhibit C ("Easement Area"), attached hereto, including the use of Fifty-Three (53) parking stalls, which may be used for the sole purpose of parking motor vehicles in such stalls, and those portions of the Easement Area that are designated from time to time as curb cuts, drives, and sidewalks. Grantor shall not erect or install barricades or other improvements on Grantor Property which would interfere in any way with the easement granted herein.

2. Maintenance. Notwithstanding Grantee's use of the Easement Area, Grantor shall be solely responsible for the maintenance and repair of the Easement Area, including the landscaping, driveways, parking areas, curbing, utilities and drainage facilities constructed within the Easement Area.

3. Insurance. Grantor shall at all times maintain property and commercial general liability insurance in such amounts as are reasonable and commercially customary for the Easement Area, and neither party shall be responsible for the liability insurance of the other.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Bonneville Superior Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

4. Indemnification. Grantor and Grantee shall indemnify, hold harmless and defend the other, its stockholders, partners, directors, officers, agents, employees, successors and assigns from and against any claim, liability, loss, damage or expense, including reasonable attorneys' fees, arising from or related to any injury to person or property of any third party and occurring as a result of the exercise of the easements granted herein except if caused by the gross negligence or willful misconduct of the other party or its tenants, licensees, employees or contractors.

5. No loss of usage. Notwithstanding anything herein to the contrary, Grantee's right to use the Easement Area shall not be impacted or result in a loss of usage notwithstanding Grantor's failure to pay any maintenance costs related to the Easement Area or a default in this Agreement by either party.

6. Notices. Any notice to Grantor or Grantee shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mail for registered or certified mail, postage prepaid, return receipt requested, at the address of record for real property tax assessment notice.

7. Amendment; Termination; Merger. This Declaration may be amended or terminated only by a writing executed by the Grantor, Grantee and each mortgagee of record of such Lots. The ownership of the Grantor Property and the Grantee Property by one person or entity shall not result in a merger of the easements and rights granted herein.

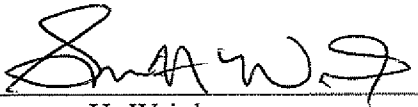
8. Binding Effect. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the owners of the Grantor Property and the Grantee Property, respectively, and their successors and assigns and their mortgagees and their assigns.

9. Default by Grantor. In the event of a default or breach of this Agreement by Grantor, Grantee shall be entitled to all remedies available at law or in equity.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

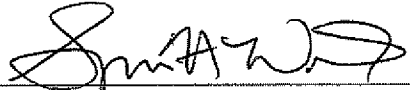
GRANTOR:

GROVE VENTURES II, LLC a
Utah limited liability company

By: 
Spencer H. Wright
Its: Manager

GRANTEE:

SOMERSET MEADOWS, LLC
a Utah limited liability company

By: 
Spencer H. Wright
Its: Manager

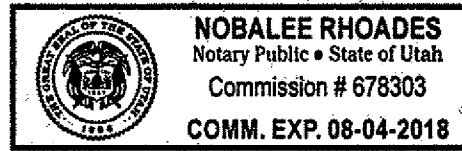
State of Utah

County of Davis

On this 2 day of December, 2014 personally appeared before me, the undersigned Notary Public, personally appeared Spencer H. Wright, Manager of Grove Ventures II, LLC, a Utah limited liability company, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Nobalee Rhoades
Notary Public

My commission expires: 8-4-18



State of Utah

County of Davis

On this 2 day of December, 2014 personally appeared before me, the undersigned Notary Public, personally appeared Spencer H. Wright, Manager of Somerset Meadows, LLC, a Utah limited liability company, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Nobalee Rhoades
Notary Public

My commission expires: 8-4-18

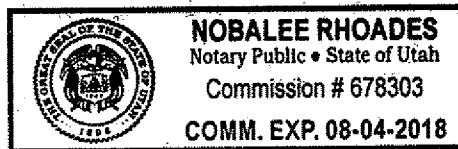


EXHIBIT A

GRANTOR PROPERTY

All of Lot 1 of the Grove Commons Subdivision, Plat 'A', as recorded in the Utah County Recorder's office, State of Utah

EXHIBIT B**GRANTEE PROPERTY**

Beginning at a point that is East 1,716.49 feet and South 784.83 feet from the West Quarter Corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence East 293.91 feet;
thence South 328.10 feet;
thence East 363.31 feet;
thence South 02°00'26" West 271.84 feet;
thence South 02°19'56" West 160.81 feet;
thence South 00°20'33" West 72.99 feet;
thence South 01°03'53" West 148.71 feet;
thence South 01°06'07" East 112.26 feet;
thence West 652.65 feet;
thence North 17°37'00" West 150.16 feet;
thence North 19°37'00" West 227.97 feet;
thence North 48°32'30" West 151.12 feet;
thence North 01°20'00" East 5.31 feet;
thence South 89°59'59" East 247.64 feet;
thence North 00°00'01" East 631.15 feet to the point of beginning.

Contains 636,950 square feet or 14.622 acres.

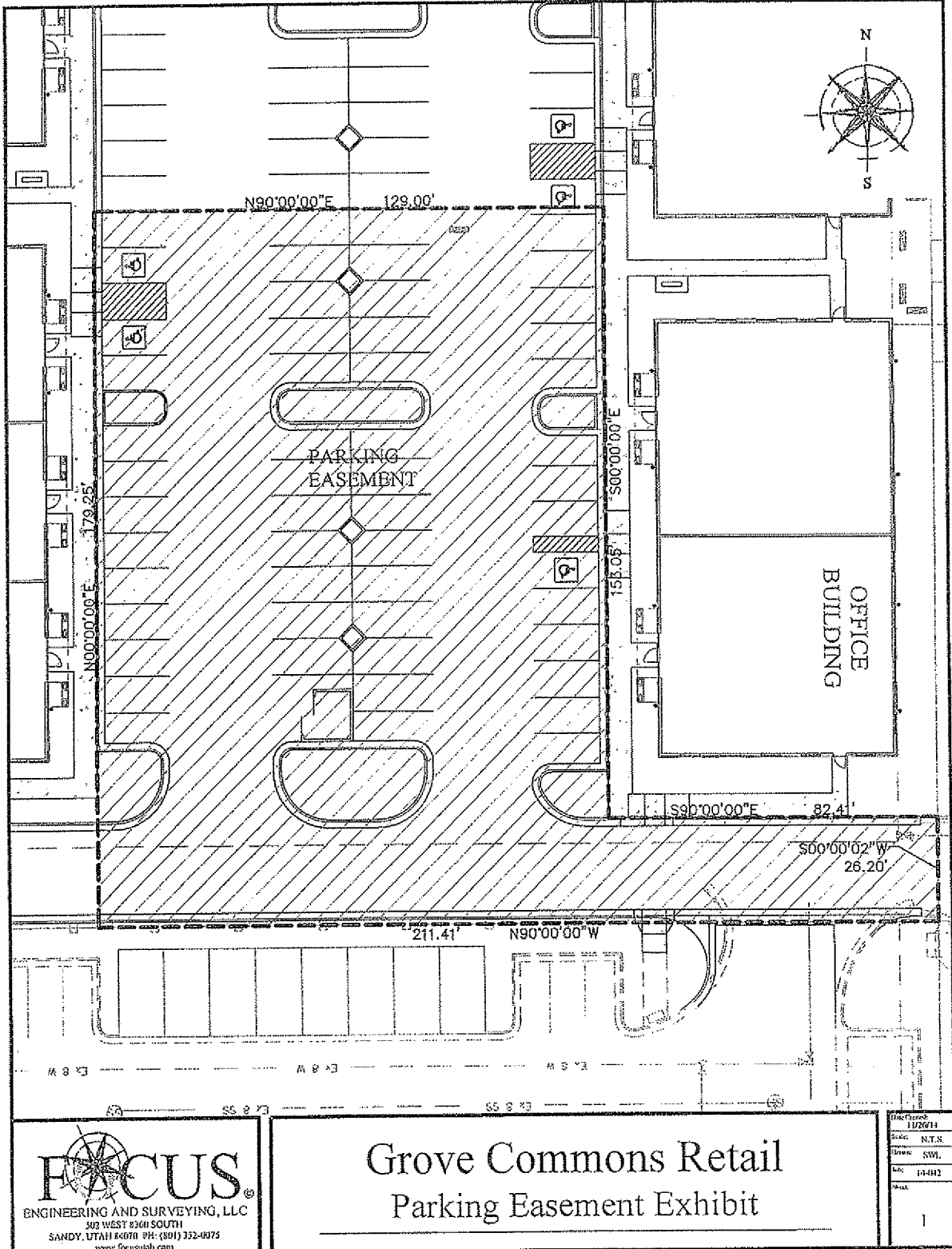
EXHIBIT C

PARKING EASEMENT

THE BASIS OF BEARINGS OF N0°24'14"W ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET, SAID POINT BEING EAST, 1798.99 FEET AND SOUTH 605.57 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EAST, 129.00 FEET; THENCE SOUTH, 153.05 FEET; THENCE EAST, 82.41 FEET TO A POINT ON THE EAST LOT LINE OF LOT 1 OF THE GROVE COMMONS SUBDIVISION; THENCE ALONG SAID LOT LINE S00°02'02"W, 26.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 1 WEST, 211.41 FEET; THENCE NORTH 179.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: 25,283 SQFT



FOCUS
 ENGINEERING AND SURVEYING, LLC
 302 WEST 820th SOUTH
 SANDY, UTAH 84070 PH: (801) 332-4875
 www.focusintl.com

Grove Commons Retail
 Parking Easement Exhibit

Date:	11/20/14
Scale:	N.T.S.
Drawn:	SMH
Sub:	14-012
Sheet:	1