



#2569893\*

When Recorded, Return To:  
Phillip Geurts -  
Geurts Law Firm  
3400 N. Ashton Blvd. Suite 180  
Lehi, Utah 84043

E# 2569893 PG 1 OF 7  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
04-Apr-12 0808 AM FEE \$24.00 DEP SC  
REC FOR: MOUNTAIN AMERICA TITLE  
ELECTRONICALLY RECORDED

12-1064JN

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on this <sup>April</sup> 3<sup>rd</sup> day of January 2012 by and between Foothill Associates L.C. of 1045 E. Millstream Way, Bountiful, Utah 84010 ("Grantor") and Wyatt Grace Holdings, LLC. of 1454 N Hill Field RD #2, Layton, Utah 84041 ("Grantee").

#### WITNESSETH:

WHEREAS the Grantor is the owner of certain parcels of real property described as Parcel No. 22-025-0047 and Parcel No. 22-025-0038 in Weber County, Utah (the "Servient Properties") more particularly described in *Exhibit A* and *Exhibit B* attached hereto and hereby incorporated into this Agreement.

WHEREAS the Grantee is the owner of that certain parcel of real property described as Parcel No. 22-025-0021 Weber County, Utah located at 3009 East 3350 North, Eden, Utah 84317 (the "Dominant Property") more particularly described in *Exhibit C* attached hereto and hereby incorporated into this Agreement.

WHEREAS the Grantor has agreed on and subject to the terms and conditions set forth herein, to grant unto the Grantee an easement to allow for the ingress, egress and regress of the Grantor's properties along a right of way as hereinafter set forth.

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor, as the owner of the Servient Properties, does hereby grant and convey unto the Grantee, as the owner of the Dominant Property, the following described easement, to

wit: *PT 22-025-0031 PT 22-025-0038 PT 22-025-0047* LLK

A RIGHT OF WAY 20 FEET IN WIDTH FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE SOUTHERLY LINE OF COUNTY ROAD AT A POINT WHICH IS SOUTH 1194 FEET, NORTH 83° 13' WEST 330 FEET AND SOUTH 86° 10" WEST 251.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30.

RUNNING THENCE SOUTH 17° 10' WEST 1435 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF PARCEL NO. 22-025-0021.

The easement created herein for the benefit of the Dominant Property shall run with the land and be binding upon the Servient Properties, and shall run with the land and benefit the Dominant Property and every portion thereof.

ARTICLE 1

CONSTRUCTION AND MAINTENANCE OF RIGHT OF WAY

1.1 Grantee has the right but not the obligation to construct, extend and improve the right of way including but not limited to grading, applying gravel, paving, or providing drainage.

1.2 All reasonable costs and expenses incurred to maintain the right of way shall be split between the Grantor and Grantee equally.

ARTICLE 2

NO RIGHTS IN PUBLIC

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of real property subject to this Agreement.

ARTICLE 3

REMEDIES AND ENFORCEMENT

3.1 In the event of a breach or threatened breach by any party of any terms of this Agreement the non-breaching party shall be entitled to full and adequate relief by injunction and/or all other available legal and equitable remedies against the breaching party.

3.2 No breach hereunder shall entitle any party to cancel, rescind or otherwise terminate this Agreement.

3.3 In the event that a party institutes any legal action or proceeding for the enforcement of any right pursuant to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys fees incurred in the preparation and prosecution of such action or proceeding.

ARTICLE 4

CONVEYENCE OR SUBDIVISION

- 4.1 At the time any sale, transfer or conveyance occurs which results in any kind of change in ownership of any parcel or any portion of any parcel of real property subject to this Agreement, the transferee, successor or assignee of such parcel or portion of such parcel shall be bound by the terms of this Agreement.
- 4.2 If a parcel of real property subject to this Agreement is subdivided, the parcel owner shall record an instrument in the Weber County Recorder's Office allocating to the applicable subdivided parcels the maintenance obligations of the right of way pursuant to this Agreement.

ARTICLE 5

MISCELLANEOUS

- 5.1 This Agreement shall only be modified, amended or terminated in writing and such writing shall be executed by the owners of all real property subject to this Agreement.
- 5.2 Each owner of real property subject to this Agreement shall indemnify and hold harmless the other owners of real property subject to this Agreement from and against all claims, actions, damages, liability and expense in connection with bodily and personal injury, death or property damage occurring in or upon the right of way occasioned wholly or in part by any negligent act or omission of such indemnifying party or that indemnifying party's agents and/or employees.
- 5.3 The easement contained herein shall run with the land and create equitable servitudes in favor of the real property benefitted 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, assigns, heirs and personal representatives.
- 5.4 The laws of the State of Utah shall govern this Agreement.
- 5.5 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. In the event a provision is determined to be partially or completely invalid, the parties agree to negotiate in good faith to reach equitable agreement, which shall effect the original intent of the parties as set forth in this Agreement.
- 5.6 All Exhibits referred to in this Agreement and attached hereto are hereby incorporated into this Agreement.

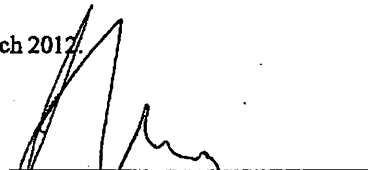
5.7 The failure of either party to insist, in any one or more instances, on the performance of any of the terms of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such rights.

5.8 This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

Dated this 27 day of March 2012.

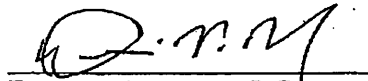
  
\_\_\_\_\_  
WYATT GRACE HOLDING, LLC.  
By Shawn Moore, Registered Agent

Dated this 27 day of March 2012.

  
\_\_\_\_\_  
WYATT GRACE HOLDING, LLC.  
By Teresa Moore, Member

Dated this 30 day of March 2012.

April

  
\_\_\_\_\_  
FOOTHILL ASSOCIATES L.C.  
By Dennis V. Back, Member

## EXHIBIT A

Parcel No. 22-025-0047 *1.5.11*

PART OF SECTIONS 29 AND 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT IN AN EXISTING FENCE WHICH IS 1194.00 FEET SOUTH 0D16'15" EAST ALONG THE SECTION LINE, 330.00 FEET NORTH 83D13' WEST; AND 209.87 FEET SOUTH 86D10' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 30; RUNNING THENCE SOUTH 15D25' WEST 122.16 FEET, THENCE SOUTH 17D08'31" WEST 252.29 FEET, THENCE NORTH 82D53' WEST 36.21 FEET, THENCE SOUTH 17D10' WEST 423 FEET, THENCE SOUTH 82D53' EAST 962.50 FEET, THENCE SOUTH 16D56'20" WEST 336.83 FEET, THENCE ALONG THE ARC OF AN 1133.80 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 11.00 FEET (LC BEARS SOUTH 74D17'58" EAST 11.00 FEET), THENCE SOUTH 17D10' WEST 261.65 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30, THENCE SOUTH 0D16'15" EAST 244 FEET ALONG THE SECTION LINE, THENCE WEST 2631.43 FEET TO THE SECTION LINE THENCE NORTH ALONG SAID SECTION LINE 244 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, THENCE NORTH 195 FEET THENCE EAST 1550.92 FEET, THENCE NORTH 11D00' EAST 1103.37 FEET, MORE OR LESS, THENCE NORTH 62D10' EAST 320.41 FEET, MORE OR LESS, THENCE NORTH 86D10' EAST 104.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS: A RIGHT OF WAY 16.5 FEET IN WIDTH FOR PURPOSES OF INGRESS AND EGRESS OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND: BEING 8.25 FEET IN WIDTH ON EACH SIDE OF AND MEASURED PERPENDICULARLY TO THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE SOUTHERLY LINE OF COUNTY ROAD AT A POINT WHICH IS SOUTH 1194 FEET, NORTH 83D13' WEST 330 FEET AND SOUTH 86D10' WEST 251.97 FEET FROM THE NORTHEAST CORNER OF SAID

SECTION 30, RUNNING THENCE SOUTH 17D10' WEST 1435 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE MARY C BROWN PROPERTY. (BOOK 1721 PAGE 828)

## EXHIBIT B

Parcel No. 22-025-0038

*J.S. UK*

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1194 FEET SOUTH 330 FEET NORTH 83D13' WEST AND 314.3 FEET SOUTH 86D10' WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 62D10' WEST 400.00 FEET; THENCE 65D10' WEST 220.00 FEET TO THE EAST LINE OF SPRING MOUNTAIN RANCHETTES; THENCE 4 COURSES ALONG SAID EAST LINE AS FOLLOWS: NORTH 18D21'29" WEST 245 FEET, NORTHERLY ALONG THE ARC OF A 245.19 FOOT RADIUS CURVE TO THE LEFT 39.47 FEET (L C BEARS NORTH 22D58'12" WEST 39.43 FEET). EASTERLY ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT 43.95 FEET (L C BEARS NORTH 22D46'47" EAST 38.50 FEET) AND NORTH 73D08'29" EAST 133.85 FEET TO THE SOUTH LINE OF THE SPRING CREEK ROAD; THENCE EASTERLY 750 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO A POINT NORTH 86D10' EAST OF THE POINT OF BEGINNING; THENCE SOUTH 86D10' WEST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 2.90 ACRES, M/L.

## EXHIBIT C

Parcel No. 22-025-0021

*LS WK*

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVERY:  
BEGINNING AT A POINT 1194 FEET SOUTH, SOUTH 83D30' EAST 420.7 FEET,  
SOUTH 17D10' WEST 420 FEET AND NORTH 82D53' WEST 481.25 FEET FROM  
THE NORTHEAST CORNER OF SAID QUARTER SECITON, RUNNING THENCE  
SOUTH 17D10' EAST 423 FEET; THENCE NORTH 82D53' WEST 481.25 FEET;  
THENCE NORTH 17D10' EAST 423 FEET TO A POINT SOUTH 17D10' WEST 773  
FEET FROM COUNTY ROAD; THENCE SOUTH 82D53' EAST 481.25 FEET TO  
THE PLACE OF BEGINNING