

WHEN RECORDED, RETURN TO:

CW The Parkway
1222 W. Legacy Crossing Blvd
Suite 4
Centerville, UT 84014

Affecting Parcel No. See Exhibit C

CT-131336-CAF

TIA 08-001-0025 & 08-001-0082

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined below), by and between CW THE PARKWAY, LLC, a Utah limited liability company ("**Grantor**") and BSR VENTURES, LLC, a Utah limited liability company ("**Grantee**"). Grantor and Grantee may be referred to herein individually as a "**Party**" or collectively, as the "**Parties**".

RECITALS

A. Grantor is the fee title owner of that certain real property located in Kaysville, Davis County, Utah and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. Grantee is the fee title owner of that certain real property located in Kaysville, Davis county, Utah and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Grantee Property**").

C. In order to provide access to the Grantee Property, Grantor has agreed to grant and easement over and across that certain portion of the Grantor Property immediately adjacent to the Grantee Property more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the "**Easement Area**").

D. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a temporary, nonexclusive access easement on, over, and across the Easement Area for the purposes hereinafter stated, subject to the terms, conditions, and limitations set forth herein (the "**Easement**"), for the use of Grantee and its successors and

assigns for ingress and egress to the Grantee Property on and subject to the terms of this Agreement.

2. **Condition of the Easement Area.** The grant of the Easement hereunder is made on an "AS-IS" basis without any representation or warranty as to the condition of the Easement Area or any improvements thereon. Grantor is under no obligation to maintain or repair any improvements on the Easement Area. Grantee shall not construct or make any improvements on the Easement Area.

3. **Risk.** Grantee shall bear all risk associated with the use of the Easement Area, and waives any and all claims, liabilities, damages, injuries, and other claims of any nature whatsoever relating to the use of the Easement Area by Grantee and its employees, contractors, and invitees. Grantee shall be responsible for any damage to the Easement Area caused by Grantee or any of its employees, contractors, and invitees.

4. **Term.** This Agreement and the Easement shall automatically terminate, without any additional actions, approvals, or consents by either Party, upon recordation of the Old Mill Landing PUD Subdivision Final Plat.

5. **Reservations.** Grantor reserves unto itself, its successors, and assigns the right to use, pass, and repass on, over, and across the Easement Area in any manner that is consistent with the purpose of the Easement granted herein.

6. **Limitations on Use.** Grantee's use of the Easement Area shall be limited in that its activities shall not interfere in any way with Grantor's or its employees, contractors, and invitees' horizontal development activities occurring both within and outside of the Easement Area. Notwithstanding the foregoing, in no event shall Grantee's access be blocked for a period exceeding twenty-four (24) hours.

7. **Governing Law; Venue.** The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

8. **Paragraph Headings and Severability of Terms.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

9. **Attorney Fees.** Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

10. **Enforcement.** If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

11. **Entire Agreement.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

12. **Amendment.** This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Davis County, Utah.

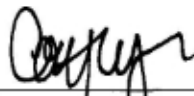
13. **Effective Date.** The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the GRANTOR has executed this Agreement as of the Effective Date.

GRANTOR

CW THE PARKWAY, LLC,
a Utah limited liability company



By: Colin H. Wright


Its: Manager

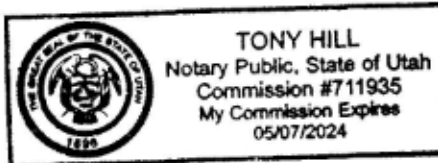
Date: AUGUST 7, 2020

State of Utah)
 §
County of DAVIS)

On this 7 day of AUGUST, 2020, before me personally appeared Colin H. Wright whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of CW THE PARKWAY, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company in his capacity as Manager.

Witness my hand and official seal.


(notary signature)




(seal)

IN WITNESS WHEREOF, the GRANTEE has executed this Agreement as of the Effective Date.

GRANTEE

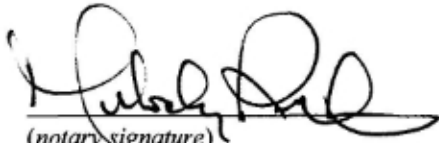
BSR VENTURES, LLC,
a Utah limited liability company

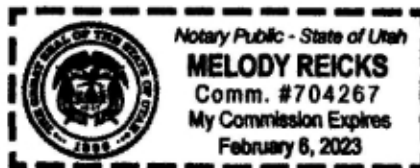

By: Bruce G. Robinson
Its: Manager
Date: 8/6/2020

State of Utah)
 §
County of Davis)

On this 6th day of August, 2020, before me personally appeared Bruce G. Robinson whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say the she/he is the Manager of BSR VENTURES, LLC, a Utah limited liability company, and that the foregoing document was signed by her/him on behalf of said nonprofit corporation in her/his capacity as Manager.

Witness my hand and official seal.


(notary signature)



(seal)

**EXHIBIT A
GRANTOR PROPERTY**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DESESRET DRIVE, SAID POINT BEING SOUTH 88°08'30" EAST ALONG THE QUARTER SECTION LINE 424.30 FEET FROM THE WEST QUARTER CORNER, SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 22°18'40" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 436.77 FEET; THENCE NORTH 67°41'20" EAST 106.29 FEET; THENCE SOUTH 88°08'30" EAST 708.61 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 19°30'04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 474.60 FEET TO THE NORTH LINE OF OLD MILL VILLAGE PHASE 2A AS ENTRY NO. 2235505 IN BOOK 4198 AT PAGE 1195 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°08'30" WEST 232.70 FEET; THENCE NORTH 01°51'30" EAST 120.00 FEET; THENCE NORTH 88°08'30" WEST 480.00 FEET; THENCE SOUTH 01°51'30" WEST 120.00 FEET; THENCE NORTH 88°08'30" WEST 86.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 298,930.04 SQ/FT OR 6.86 ACRES

**EXHIBIT B
GRANTEE PROPERTY**

BEGINNING AT A POINT THAT IS SOUTH 88°08'30" EAST ALONG THE QUARTER SECTION LINE 511.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 01°51'30" EAST 120.00 FEET; THENCE SOUTH 88°08'30" EAST 480.00 FEET; THENCE SOUTH 01°51'30" WEST 120.00 FEET; THENCE NORTH 88°08'30" WEST 480.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 57,600 SQ/FT OR 1.32 ACRES

**EXHIBIT C
EASEMENT AREA**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DESERET DRIVE, SAID POINT BEING SOUTH 88°08'30" EAST ALONG THE QUARTER SECTION LINE 424.30 FEET AND NORTH 22°18'40" WEST 101.37 FEET FROM THE WEST QUARTER CORNER, SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 67°41'20" EAST 27.16 FEET TO A POINT ON A 187.00 FOOT RADIUS CURVE; THENCE EASTERLY 78.88 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°10'10" (WHICH LONG CHORD BEARS NORTH 79°46'25" EAST 78.30 FEET); THENCE SOUTH 88°08'30" EAST 507.07 FEET; THENCE NORTH 01°51'30" EAST 26.00 FEET; THENCE NORTH 88°08'30" WEST 507.07 FEET TO A POINT ON A 213.00 FOOT RADIUS CURVE; THENCE SOUTHWESTERLY 89.85 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°10'10" (WHICH LONG CHORD BEARS SOUTH 79°46'25" WEST 89.19 FEET); THENCE SOUTH 67°41'20" WEST 27.16 FEET; THENCE SOUTH 22°18'40" EAST 26.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 16,083.67 SQ/FT OR 0.37 ACRES