

After Recording, Return To:
Fieldstone Canton Ridge Park, LLC.
Attn. Dylan Young
12896 S. Pony Express Road, Suite 400
Draper, UT 84020

ENT 127041:2019 PG 1 of 12
Jeffery Smith
Utah County Recorder
2019 Dec 02 02:55 PM FEE 40.00 BY MA
RECORDED FOR Bartlett Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

APNs: 58:041:0226, 58:041:0021

ACCESS AND UTILITIES EASEMENT AGREEMENT

(Subject to Relocation and/or Termination)

This Access and Utilities Easement Agreement (Subject to Relocation and/or Termination) (this "Agreement") is entered into this 2nd day of December, 2019, by and between Fieldstone Canton Ridge Park, LLC, a Utah limited liability company ("Grantor"), and Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership ("Grantee"), with respect to the following.

RECITALS

A. Grantor is the owner of certain real property located in Utah County, Utah, as more particularly described in Exhibit "A" attached hereto ("Grantor's Property").

B. Grantee is the owner of certain real property located in Utah County, Utah, as more particularly described in Exhibit "B" attached hereto (the "Grantee's Property"), which real property is located to the south and west of Grantor's Property.

C. The parties desire to enter into this Agreement, for the purposes of establishing easements to provide a right of way for ingress and egress to Grantee over portions of Grantor's Property, and easements for the construction, location, repair and maintenance of utilities and related facilities on, under and over portions of Grantor's Property, for the use and benefit of Grantee's Property.

TERMS AND CONDITIONS

1. Establishment of Grantee's Easements. For the sum of Ten Dollars (\$10.00), and in consideration of the covenants and agreements stated herein, Grantor hereby conveys and grants to Grantee, its heirs, successors, and assigns, the following non-exclusive easements and rights of way (collectively, the "Grantee Easements"), for the use and benefit of the Grantee's Property:

A. For Access. A non-exclusive easement and right of way over and across the property described in Exhibit "C" attached hereto, for ingress and egress to and from the Grantee's Property (the "Access Easements").

B. For Utilities. A non-exclusive easement for the installation and maintenance of underground utilities over and across the property described in Exhibit "C"

attached hereto (the "Utilities Easements").

2. Uses.

A. Access Easements. The Access Easements may be used by Grantee for the construction, location, repair and maintenance of roads and streets for ingress and egress to and from the Grantee's Property. Grantee may not use the Access Easements for any purpose not specified herein and that adversely impacts Grantor's intended use of the Grantor's Property as a residential subdivision.

B. Utilities Easements. The Utilities Easements may be used by Grantee for the construction, location, repair and maintenance of utilities servicing the Grantee's Property. Grantee may not use the Utilities Easements for any purpose not specified herein and that adversely impacts Grantor's intended use of the Grantor's Property as a residential subdivision.

C. Construction. Prior to installing any improvements, roads, streets, or utilities in the Access Easement or Utilities Easement: (1) Grantee shall provide to Grantor plans, drawings and specifications detailing the proposed work and any remediation or restoration work; (2) upon receipt of such plans, drawings and specifications, Grantor shall have thirty (30) days to approve or reject the same; provided; however, that Grantor's approval shall not be unreasonably withheld; and (3) Grantee shall obtain all necessary governmental permits and authorizations for the proposed work. Any installation of roads, streets, and/or utilities shall be done at the sole expense of Grantee. Notwithstanding the foregoing, Grantee agrees that it shall not undertake any construction within the Grantee Easements for a period of two (2) years following the date hereof. Any such improvements shall be made in accordance with all applicable municipal regulations for residential development.

D. Temporary Easements for Construction or Repair. Grantee or its agents shall also have the right to temporarily occupy and use property adjacent to the Grantee Easements for construction and related purposes; provided, that Grantee shall immediately remediate and restore any damage to said adjacent property and shall not interfere with Grantor's operations, marketing or development of the Property. Any such temporary occupancy and use shall be subject to the prior approval of Grantor, provided however, that Grantor's approval shall not be unreasonably withheld.

E. Timely Construction of Improvements. Upon Grantee commencing construction of any improvements on the Grantee Easements, Grantee shall promptly complete the construction of such improvements and shall not delay construction in any manner that would unreasonably interfere with the development of Grantor's Property. If Grantee is in default under this Agreement and has failed to cure such default within 30 days after receipt of written notice from Grantor, then, in addition to any other remedies available at law or equity, Grantor may take over the construction of the improvements on the Grantee Easements and charge Grantee for the costs of completing such improvements.

3. Grantee Easement Perpetual; Transferability. Subject to the provisions of Paragraphs 4 and 5 hereof, the Grantee Easements granted herein shall be perpetual. The

Grantee Easements shall run with the land and shall be transferable to purchasers of portions of the Grantee's Property, subject to the limitations contained herein.

4. Relocation of Grantee Easements. Grantor agrees that any subdivision plat recorded with respect to all or any portion of the Grantor's Property on which the Grantee Easements are located shall recognize and provide for the Grantee Easements. At the option of Grantor, in connection with and at the time of recording of a final subdivision plat, the Grantee Easements provided for in this Agreement may be relocated, in whole or in part, to a dedicated street or streets and/or to dedicated public utilities easements, or other portions of the Grantor's Property, so long as the Grantee Easements, as relocated, are comparable and provide to Grantee legal and practical access to the Grantee's Property and permit the installation of utilities to serve the Grantee's Property. If improvements have been installed within the Grantee Easements by Grantee, then Grantor shall, at Grantor's cost, reconstruct or provide replacement facilities for such improvements within the relocated Grantee Easements. To the extent the improvements are relocated at the request of Grantor but are not provided for in a plat, the parties shall promptly execute and record an amendment to this Agreement to reflect the new location of the Grantee Easements.

5. Termination Upon Dedication to Municipality. Provided that the purposes of the Grantee Easements are sufficiently met through dedicated easements as part of a recorded subdivision plat, then Grantee agrees that the Grantee Easements created by this Agreement shall terminate and Grantee shall cooperate with Grantor and promptly execute any additional documents necessary to terminate the same. At the request of the Grantee, Grantor agrees to join in and dedicate the Easements, or any portion thereof, to an appropriate municipal authority, provided that such dedication has been approved and accepted by such municipal authority.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain in good order and condition and repair any improvements installed by Grantee within the Grantee Easements.

7. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents. Any such liens shall be released of record within thirty (30) days.

8. Indemnity. Grantee, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless Grantor, and its successors and assigns, from and against any and all liability, claims, demands, and causes of action of whatever nature arising in connection with the Grantee's use of the Grantee Easements, including without limitation, the construction and maintenance of roads (or other improvements) or installation and maintenance of utilities thereon, except that this obligation shall not extend to claims based upon the gross negligent or intentional acts of Grantor, or its successors or assigns.

9. Right to Connect. Grantor shall have the right to connect to the sewer line and

any other utilities or improvements installed by Grantee in the Utilities Easements; provided, however, that Grantor shall only connect to said sewer line or other utilities so long as such connections do not unreasonably impair the use of the easement and installed utility lines for Grantee's Property. Any such connections by Grantor shall be made at Grantor's expense and in accordance with all applicable municipal regulations.

10. Liability Insurance. During such times as Grantee or Grantee's consultants, contractor, employee, etc. is constructing improvements within the Grantee Easements up until such time, if ever, that the Grantee Easements are expressly dedicated to the proper municipal authority and terminated, Grantee shall maintain in full force and effect a general public liability insurance and property damage insurance (naming Grantor as an additional party insured) against claims for personal injury, death or property damage occurring upon those portions of Grantor's Property upon which the Grantee Easements are located, in the following amounts:

- (i) Personal injury liability or death to one person in the amount of \$2,000,000;
- (ii) Personal injury liability for injury or death to any number of persons with respect to one occurrence in the amount of \$5,000,000; and
- (iii) Property damage liability per occurrence in the amount of \$1,000,000.
- (iv) Automobile Liability Insurance with a minimum limit of not less than \$1,000,000 combined single limit per accident, and coverage applying to "Any Auto."

11. Enforcement. In the event of default hereunder, the defaulting party agrees to pay reasonable attorney's fees incurred in connection with enforcing this Agreement or securing any remedy available hereunder, whether or not such legal action is commenced.

12. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. For the purposes of notice, the addresses of the signatories hereto, until changed, shall be as follows:

If to Fieldstone:

Fieldstone Canton Ridge Park, LLC.
Attn. Dylan Young
12896 S. Pony Express Road, Suite 400
Draper, UT 84020

with a copy to:

Kirton McConkie
Attn. Jessica Rancie
50 East South Temple
Salt Lake City, UT 84087

If to Rushton:
Attn. Terry Rushton
4441 South 5400 West
West Valley City, Utah 84120

13. Miscellaneous. Each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Grantor and Grantee, their successors and assigns, and any person acquiring or owning an interest in the Grantor's Property or the Grantee's Property, and their assigns, heirs, executors, administrators, devisees, and successors. Notwithstanding the foregoing, neither Grantor nor Grantee, nor their successors or assigns, shall have any personal obligations or duties hereunder on account of events occurring or obligations arising after such party transfers its interest, respectively, in the Grantor's or Grantee's Property.

14. No Public Use/Dedication. Except to the extent hereafter expressly dedicated to public use, Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

[Signatures and Acknowledgments on Following Pages]

[Grantor's signature page to Access and Utilities Easement Agreement]

"GRANTOR"

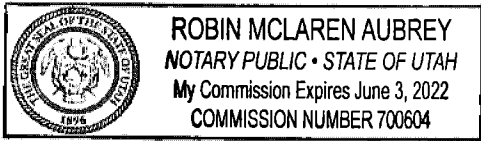
FIELDSTONE CANTON RIDGE PARK, LLC, a Utah limited liability company

By *Troy Gabel*
Name *Troy Gabel*
Its _____

STATE OF UTAH)
):ss.
COUNTY OF *Utah*)

The foregoing instrument was acknowledged before me this *2nd* day of *December*, 2019, by *Troy Gabel*, the *President* of Fieldstone Canton Ridge Park, LLC, a Utah limited liability company.

Robin McLaren Aubrey
Notary Public



[Grantee's signature pages to Access and Utilities Easement Agreement]

"GRANTEE"

ALMA E. AND ETHEL B. RUSHTON FAMILY
PARTNERSHIP, a Utah general partnership
By Its General Partners:

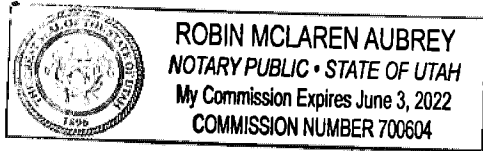
RUSHTON FAMILY COMPANY, LLC, a Utah
limited liability company

By Lynda R. Ahlquist
Lynda R. Ahlquist, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by Lynda R. Ahlquist, as the Manager of Rushton Family Company, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.

Robin McLaren Aubrey
NOTARY PUBLIC

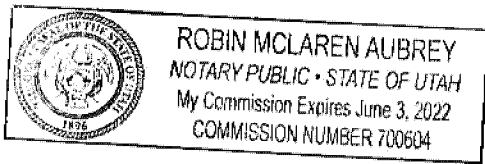


A. LAURENCE & ELVA J. RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company

By Ronald D. Rushton
Ronald D. Rushton, Authorized Agent

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by Ronald D. Rushton, as the Authorized Agent of A. Laurence & Elva J. Rushton Family Company, LLC, a Utah limited liability company (pursuant to a Statement of Authority filed with the Utah Division of Corporations and Commercial Code), which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



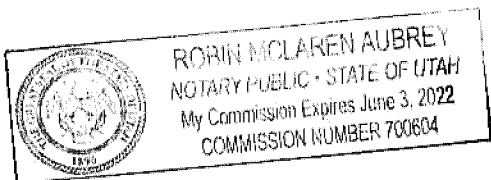
Robin McLaren Aubrey
NOTARY PUBLIC

FLOYD & NORMA RUSHTON PROPERTIES, LLC, a Utah limited liability company

By Floyd S. Rushton
Floyd S. Rushton, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by Floyd S. Rushton, as the Manager of Floyd & Norma Rushton Properties, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



Robin McLaren Aubrey
NOTARY PUBLIC

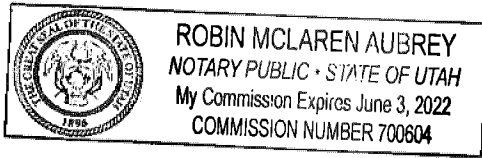
JONES LEHI, L.L.C., a Utah limited liability company

By Harry R. Jones
Harry R. Jones, Its Manager

By Robynn Jones Glasmann
Robynn Jones Glasmann, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 2nd day of December 2019, by Harry R. Jones and Robynn Jones Glasmann, as the Managers of Jones Lehi, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



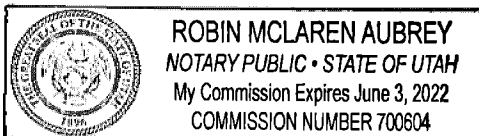
Robin McLaren Aubrey
NOTARY PUBLIC

ELSIE LOVELACE, L.L.C., a Utah limited liability company

By Brad D. Turpin
Brad D. Turpin, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 2nd day of December 2019, by Brad D. Turpin, as the Manager of Elsie Lovelace, L.L.C., a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



Robin McLaren Aubrey
NOTARY PUBLIC

EXHIBIT "A"

GRANTOR'S PROPERTY

Real property located in Utah County, Utah, and described as follows:

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the Quarter Section Line 1047.92 feet from the West ¼ Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 893.80 feet; thence South 1704.48 feet; thence West 893.80 feet; thence North 1707.05 feet to the Point of Beginning.

A portion of tax parcel no. 58:041:0226

EXHIBIT "B"

GRANTEE'S PROPERTY

Real property located in Utah County, Utah, and described as follows:

Parcel 1:

The Southwest Quarter of Section 34, Township 5 South, Range 1 West, less and excepting the following described parcels:

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the Quarter Section line 1941.72 FEET from the West ¼ Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 761.26 feet to the center of said Section 34, also being the Northwest corner of the Benches Plat 10 Subdivision; thence South 0°23'55" East along the Quarter Section line 1702.33 feet; thence West 773.11 feet; thence North 1704.48 feet to the point of beginning.

Also less and excepting:

Beginning at a point located South 89°50'07" East along the Quarter Section Line 1047.92 feet from the West ¼ Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 893.80 feet; thence South 1704.48 feet; thence West 893.80 feet; thence North 1707.05 feet to the Point of Beginning.

A portion of tax parcel no. 58:041:0226

Parcel 2:

The Southeast Quarter of Section 33, Township 5 South, Range 1 West, Salt Lake Base & Meridian.

Tax parcel no. 58:041:0021

EXHIBIT "C"

ACCESS AND UTILITIES EASEMENTS ("GRANTEE EASEMENTS")

Land located in Utah County, Utah, and more particularly described as follows:

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the Quarter Section line 1941.72 feet and South 120.58 feet from the West ¼ Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, thence South 59.00 feet; thence North 89°45'56" West 893.81 feet; thence North 59.00 feet; thence South 89°45'56" East 893.81 feet to the point of beginning.

Contains: ±1.03 Acres

The "Grantee Easements" are also depicted in the following map:

