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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/9/2020 11:51:00 AM  
FEE \$40.00 Pgs: 14  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

WHEN RECORDED MAIL TO:

Brandon Baker  
314 South 200 West  
P.O. Box 929  
Farmington, Utah 84025

File No.: 132357-JCP

## **Easement Agreement**

In Reference to Tax ID Number(s):

08-087-0173

## EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of the 6 day of ~~NOVEMBER~~ 2020, by and between Quantronix Inc., a Utah corporation, having an address of 314 South 200 West, P.O. Box 929 Farmington, Utah 84025 ("Quantronix"), and Davis Behavioral Health, Inc., a Utah corporation, having an address of 934 South Main Street, Layton, Utah 84041 ("DBH"). Quantronix and its successors and assigns and DBH and its successors and assigns are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. Quantronix owns certain real property located in Davis County, Utah, on which it has an office/warehouse building and which is more particularly described in Exhibit A attached hereto ("Parcel A").
- B. DBH owns certain real property adjacent to Parcel A which is more particularly described in Exhibit B attached hereto ("Parcel B").
- C. In order to facilitate each Party's current and future use of their respective properties, the Parties, upon the terms and conditions set forth herein, have agreed to grant easements set forth below.

### AGREEMENT

NOW THEREFORE, in consideration of the above premises, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement to Quantronix. Subject to the terms, conditions, and restrictions of this Agreement, DBH hereby grants, conveys and confers upon Quantronix a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress to and from Parcel A over and across that portion of Parcel B that is particularly described in Exhibit C attached hereto (the "Shared Access Easement Area"). The Shared Access Easement Area shall at all times, without limiting the foregoing, be kept free of obstructions, thereby ensuring access and ingress and egress to and from the Shared Access Easement Area by automobiles, semi-trailer trucks, other trucks and vehicles, and pedestrians. This easement shall be appurtenant and run with the land, and shall be a burden upon Parcel B for the benefit of Parcel A (the "Shared Access Easement").
2. Grant of Easement to DBH. Subject to the terms, conditions, and restrictions of this Agreement, Quantronix hereby grants, conveys and confers upon DBH a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress to and from Parcel B over and across that portion of Parcel A that is particularly described in Exhibit D attached hereto (the "Access Easement Area"). The Access Easement Area shall at all times, without limiting the foregoing, be kept free of obstructions, thereby ensuring access and ingress and egress to and from the Access Easement Area by automobiles, semi-trailer trucks, other trucks and vehicles, and pedestrians. This easement shall be

appurtenant and run with the land, and shall be a burden upon Parcel A for the benefit of Parcel B, (the "Access Easement").

3. Grant of Storm Drainline Easement to Quantronix. Subject to the terms, conditions, and restrictions of this Agreement, DBH hereby grants, conveys and confers upon Quantronix a non-exclusive, perpetual easement for storm water drainage to and from Parcel A over and across that portion of Parcel B that is particularly described in Exhibit E attached hereto (the "Storm Drainline Easement Area"), together with the right to enter onto such Storm Drainline Easement Area and that portion of Parcel B immediately adjacent to the Storm Drainline Easement Area to the extent reasonably necessary for the purpose of maintaining and repairing the storm drainline. The Storm Drainline Easement Area will not be wider than ten (10) feet. DBH reserves for itself the right to use so much of the Storm Drainline Easement for the purpose for which this Storm Drainline Easement has been established and for any other purposes which are not inconsistent with the grant of easement set forth in this Section 3. This easement shall be appurtenant and run with the land, and shall be a burden upon Parcel B for the benefit of Parcel A, (the "Storm Drainline Easement").
4. Responsibility for Easements.
  - (a) Access Easement Areas. The Parties agree that the two Access Easement Areas shall be individually maintained but at joint and equal expense. Specifically, DBH will maintain the striping and pavement of the Shared Access Easement Area, and Quantronix will maintain the striping and pavement of the Access Easement Area. Each will submit a quote to the other prior to incurring the expense and give the other Party fourteen (14) days to either accept the quote or provide an alternate quote. If the repair/maintenance is reasonably necessary the Party maintaining the property can either: (a) accept and move forward with the alternate quote and bill to the other Party for half of the expense incurred, or (b) move forward with a different company of the maintaining parties choosing and bill the other for no more than half of the alternate quote amount for similar expenses. In the event that the Party fails to provide an alternate quote within the fourteen (14) days it shall be deemed accepted and half of the expense shall be billed to the Parties. The billed party will submit reimbursement in a timely manner not to exceed sixty (60) days.
  - (b) Storm Drainline. Quantronix shall have the sole obligation to repair and maintain the storm drainline installed in the Storm Drainline Easement Area, and in the event of any repair work performed thereon by or on behalf of Quantronix, to restore the Storm Drainline Easement Area and any surrounding property to its condition that existed before such work.
5. Successors and Assigns; Release of Liability. This Agreement shall be binding upon the respective successors and assigns of the Parties. Whenever Quantronix or DBH is named in Sections 1 through 4 it shall mean Quantronix and its successors and assigns, and DBH and its successors and assigns, respectively. Anything contained in this Agreement to the contrary notwithstanding, the obligations imposed on the Parties herein shall bind such Parties only during the period of such Party's ownership of the applicable property. At

such time as any Party may sell or transfer its property, such Party, from and after the date of such sale or transfer, shall be relieved of liability under this Agreement and shall have no further rights or obligations under this Agreement. Any person or entity acquiring an interest in a property described herein shall, from and after the date of such acquisition, be bound by the terms of this Agreement and entitled to the rights and liable for the obligations imposed by this Agreement.

6. Indemnification.

(a) Quantronix shall indemnify and hold DBH harmless from and against any and all claims, causes of action, losses, damages, costs and expenses (including attorneys' fees and costs) arising out of or resulting from Quantronix's use of the Shared Access Easement or the Storm Drainline Easement Area, or its action or inactions with respect to the Shared Access Easement or Storm Drainline Easement.

(b) DBH shall indemnify and hold Quantronix harmless from and against any and all claims, causes of action, losses, damages, costs and expenses (including attorney's fees and costs) arising out of or resulting from DBH's use of the Access Easement, or its actions or inactions with respect to the Access Easement.

7. No Dedication. This Agreement is not, and shall not be construed, interpreted or enforced as, a dedication of all or any portion of any property, or any improvements from time to time located thereon or any natural features constituting a part thereof, to public use or to the private use of any party other than the Parties. In addition, nothing contained herein shall be deemed to constitute restrictive covenants or encumbrances on any of the properties, except for the grant of easements set forth herein. Each Party reserves to itself those rights of use of their respective properties which do not interfere with the easements granted in this Agreement.

8. Recording. This Agreement shall be recorded in the real property records of Davis County, Utah.

9. Existing Encumbrances. The easements granted and conveyed pursuant to this Agreement are subject to any and all encumbrances, easements, rights of way, and other title defects or exceptions of any type or nature existing as of the date of this Agreement.

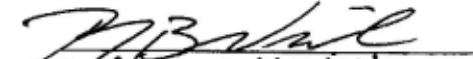
10. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or by courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the Parties at the address set forth above. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or on the date of deposit in the United States mail as provided above. Any party may change its address hereunder upon ten (10) days' prior written notice to the other parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
12. Time. Time is of the essence of this Agreement.
13. Authority. Each of the persons executing this Amendment represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the entity for whom he or she has done so, and that such entity has full power and authority to enter into this Agreement and has duly approved and authorized this Agreement by all requisite action.
14. Enforcement. Each Party shall be entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or responsibilities of any party hereunder, the prevailing party shall be entitled to recover all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection with such action. In the event of a default by either party under this Agreement, if such default is incapable of cure within such 10-day period, if the defaulting party fails to commence and thereafter diligently and continuously take action to effect a cure of such default (provided that the total cure period shall not exceed 60 days), then the non-defaulting party shall have the right and remedy to cure, if capable of cure, the breach by the defaulting party, with the right of reimbursement from the defaulting party, within ten (10) days after demand from time to time, for all costs and expenses incurred in connection with such cure, including reasonable attorneys' fees and costs or enforcing this right.
15. Entire Agreement. This Agreement, including the exhibits attached hereto, contains the entire contract between the parties hereto. This Agreement may be amended only by a written instrument signed by both Parties.
16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**OWNER OF PARCEL A**  
Quantronix, Inc.  
a Utah corporation

**OWNER OF PARCEL B**  
Davis Behavioral Health, Inc.  
a Utah corporation

  
By: RANDY B. NELSON

  
By: BRANDON HATCH

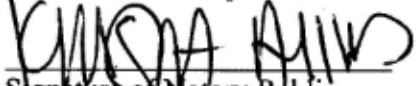
Its: President

Its: CEO

**NOTARIZATION FOR PARCEL A OWNER**

STATE OF UTAH)  
DAVIS COUNTY)

On the 10 day of NOVEMBER, 2020, RANDY B. NELSON, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that he executed the instrument as PRESIDENT of Quantronix, Inc., a Utah corporation, on behalf of such corporation.

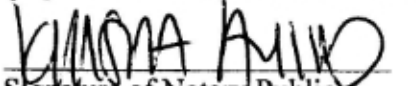
  
Signature of Notary Public



**NOTARIZATION FOR PARCEL B OWNER**

STATE OF UTAH)  
DAVIS COUNTY)

On the 10 day of NOVEMBER, 2020, BRANDON HATCH, the signer of the foregoing instrument, personally appeared before me and duly acknowledged to me that he executed the instrument as CEO of Davis Behavioral Health, Inc., a Utah corporation, on behalf of such corporation.

  
Signature of Notary Public

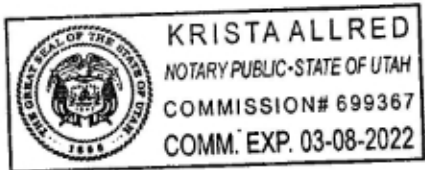


EXHIBIT A

Legal Description of Parcel A

A part of the Southeast Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a point located 590.84 feet North 0°07'50" West along the Section line; and 228.28 feet South 89°40'30" West from the Southeast Corner of said section 24; and running thence South 0°07'50" East 89.14 feet; thence South 24°42'35" West 67.67 feet; thence South 48°56'44" West 24.69 feet to the State Road Commission Property; thence along said Property Line the following two courses: North 41°32'22" West 117.33 feet; and North 34°30'39" West 215.54 feet; thence North 89°40'30" East 246.40 feet; thence South 0°07'50" East 100.00 feet to the point of beginning.

Contains 39,184 sq ft or 0.900 acre

EXHIBIT B

Legal Description of Parcel B

A part of the Southeast Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a nail with illegible tag shiner located 590.84 feet North 0°07'50" West along the Section Line; and 24.01 feet South 89°40'30" West from the Southeast Corner of said Section 24; and running thence North 89°40'30" East 3.48 feet to the West Line of Walker Lane; thence South 0°11'00" East 89.38 feet along said West Line; thence South 17°49'32" West 120.30 feet; thence West 61.34 feet; thence South 38°56'48" West 94.69 feet to the State Road Commission Property; thence North 41°32'22" West 146.34 feet along said Property Line; thence North 48°56'44" East 24.69 feet; thence North 24°42'35" East 67.67 feet; thence North 0°07'50" West 89.14 feet; thence North 89°40'30" East 204.27 feet to the point of beginning.

Contains 47,328 sq ft or 1.086 acres



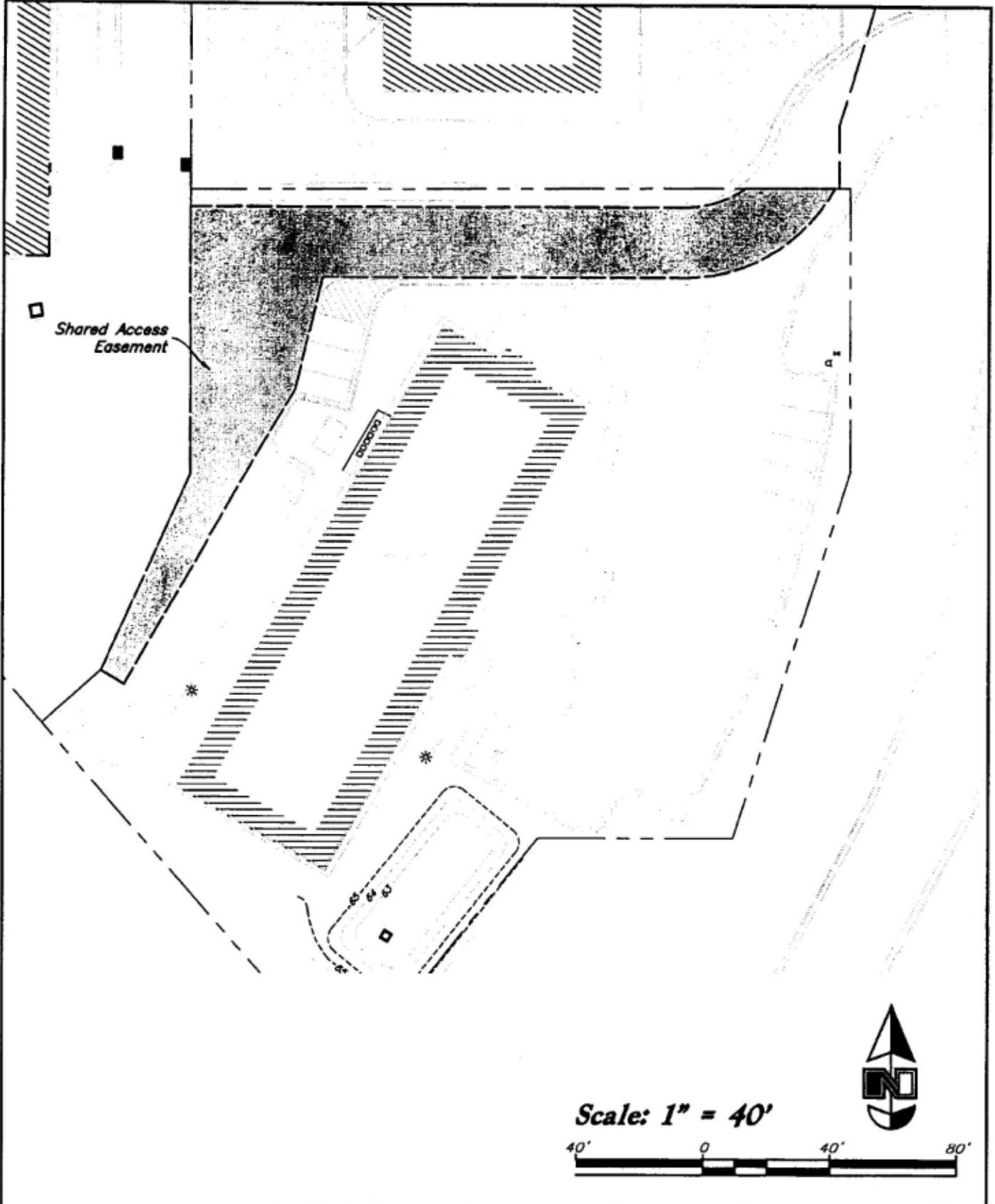
EXHIBIT C

Legal Description of Shared Access Easement Area Over Parcel B

A part of the Southeast Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a point on the North Line of Grantor's Property located 590.84 feet North 0°07'50" West along the Section Line; and 25.36 feet South 89°40'30" West from the Southeast Corner of said Section 24; and running thence Southwesterly along the arc of a 53.50 foot radius curve to the right a distance of 57.81 feet (Center bears North 62°02'25" West, Central Angle equals 61°54'35" and Long Chord bears South 58°54'53" West 55.04 feet) to a point of tangency; thence South 89°52'10" West 114.22 feet; thence South 13°45'51" West 35.92 feet; thence South 30°04'52" West 106.95 feet; thence North 59°55'08" West 8.67 feet to the Westerly Line of Grantor's Property; thence along said Westerly Line the following two courses: North 24°42'35" East 67.67 feet; and North 0°07'50" West 83.52 feet; thence North 89°52'10" East 155.72 feet to a point of curvature; thence Northeasterly along the arc of a 31.50 foot radius curve to the left a distance of 20.12 feet (Central Angle equals 36°36'12" and Long Chord bears North 71°34'04" East 19.78 feet) to the North Line of Grantor's Property; thence North 89°40'30" East 28.42 feet along said North Line to the point of beginning.

Contains 7,124 sq ft



Shared Access Easement

Scale: 1" = 40'



ANDERSON WAHLEN & ASSOCIATES  
2010 North Redwood Road, Salt Lake City, Utah 84118  
801 521-8828 - [ahwgroup.net](http://ahwgroup.net)

**Shared Access Easement**

**Cubiscan**  
380 South 200 West  
Farmington, Utah

Sheet No.

**C**

Designed By: SY  
Drafted By: DW  
Client Name: Cubiscan  
Job #: 20-162  
19 Oct, 2020

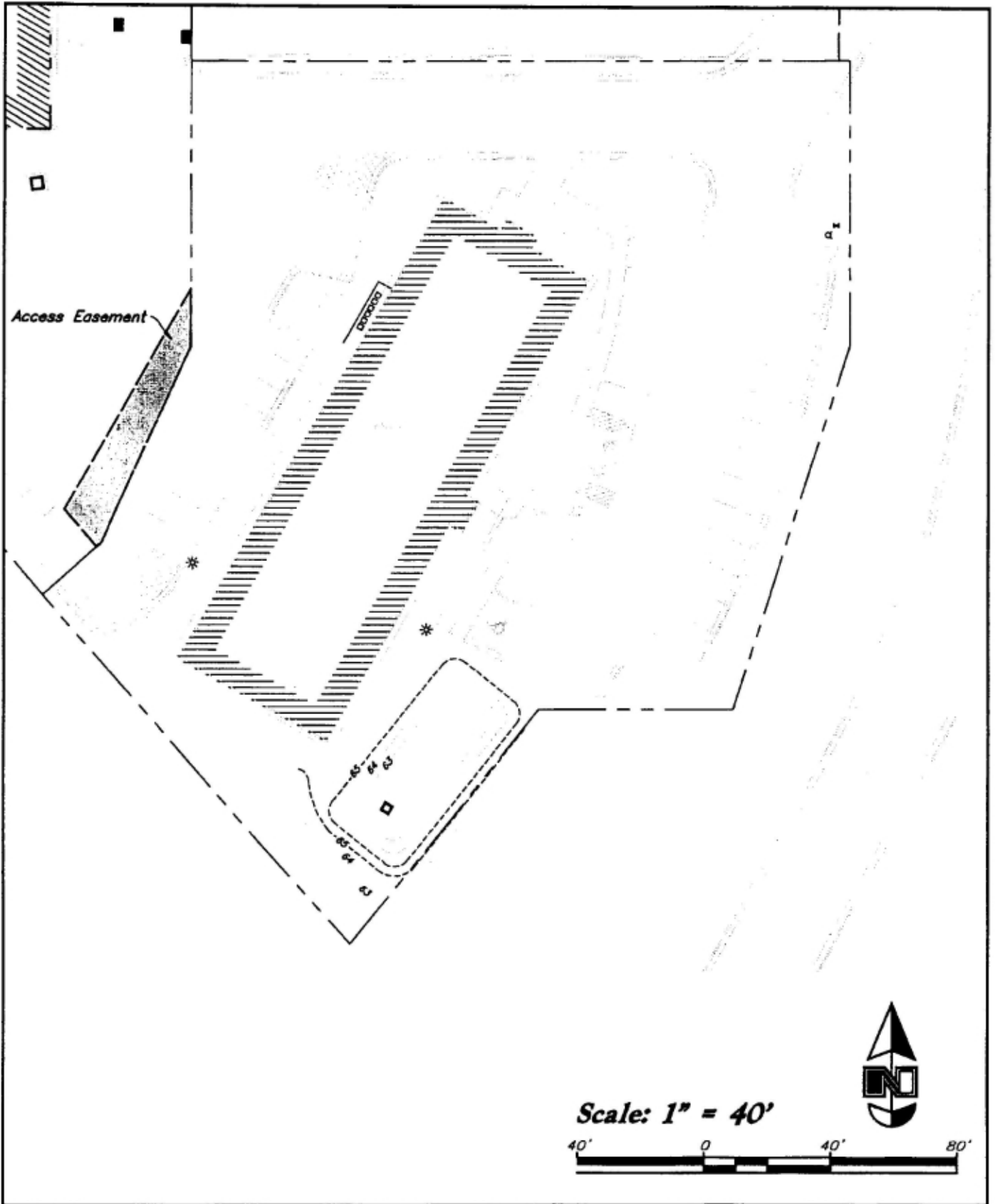
EXHIBIT D

Legal Description of Access Easement Area Over Parcel A

A part of the Southeast Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a point on the Easterly Line of Grantor's Property located 590.84 feet North 0°07'50" West along the Section Line; 228.28 feet South 89°40'30" West; and 71.25 feet South 0°07'50" East along said Easterly Line from the Southeast Corner of said Section 24; and running thence along said Easterly Line the following three courses: South 0°07'50" East 17.89 feet; South 24°42'35" West 67.67 feet; and South 48°56'44" West 2.22 feet; thence North 41°07'39" West 15.44 feet; thence North 30°04'52" East 79.95 feet to the point of beginning.

Contains 884 sq ft



**AWA**  
ANDERSON WAHLEN & ASSOCIATES  
2019 North Redwood Road, Salt Lake City, Utah 84116  
801 521-8828 - [AWAengineering.net](http://AWAengineering.net)

**Access Easement**

**Cubiscan**  
380 South 200 West  
Farmington, Utah

Sheet No.  
**D**

Designed By: SY  
Drafted By: DW  
Client Name: Cubiscan  
Job #: 20-162  
19 Oct, 2020

EXHIBIT E

Legal Description of Storm Drainline Easement Area Over Parcel B

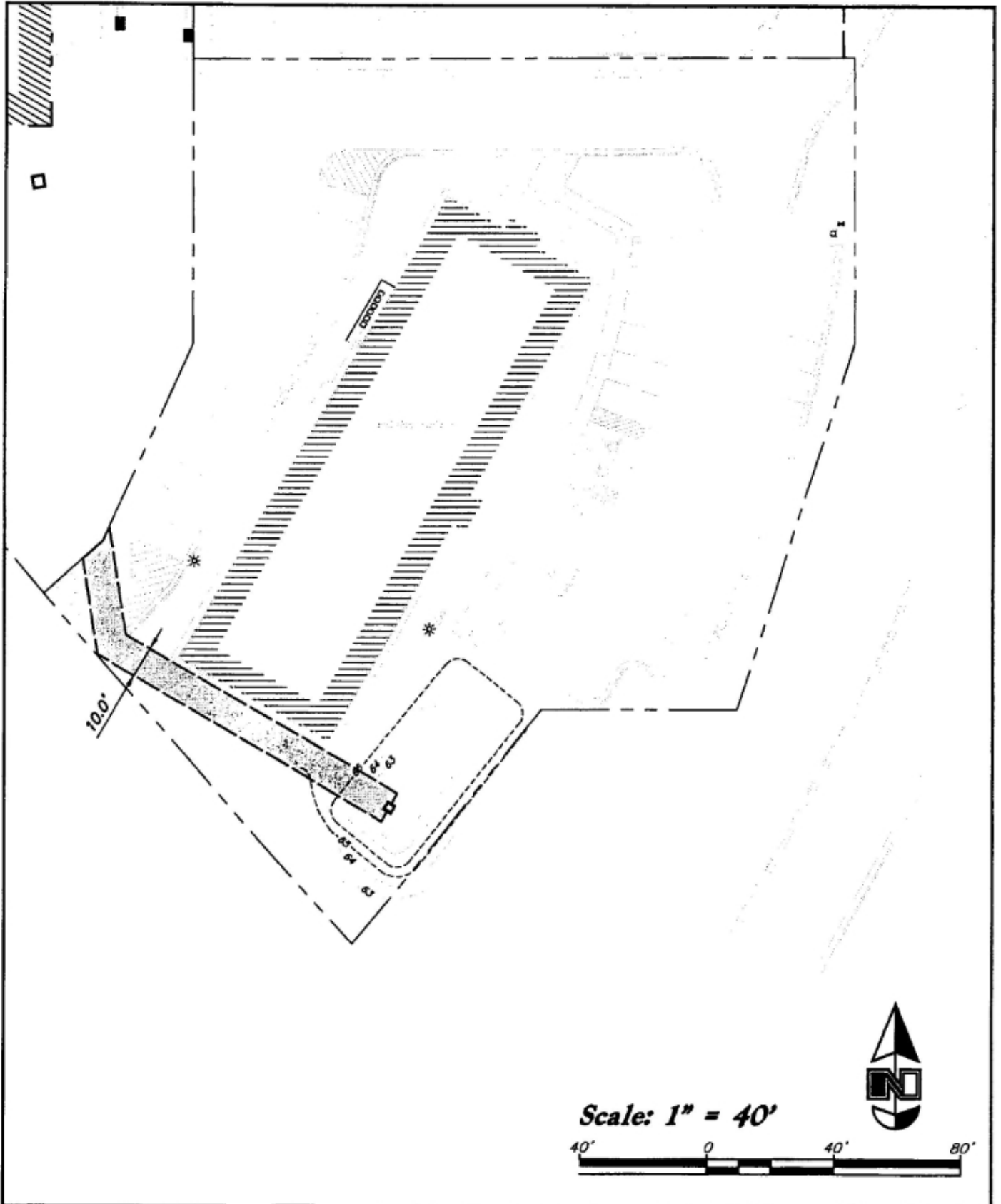
A 10.0 foot wide easement for Storm Drainline Facilities being 5.0 feet each side of the following described centerline:

A part of the Southeast Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian in Davis County, Utah:

Beginning at a point located 354.03 feet North 0°07'50" West along the Section Line; and 162.57 feet South 89°52'10" West from the Southeast Corner of said Section 24; and running thence North 59°40'07" West 105.85 feet; thence North 9°21'19" West 30.49 feet to the Westerly Line of Grantor's Property and the end point of this centerline description.

**Note:**

The sidelines of the above described easement are to be lengthened or shortened to exactly match the Westerly Line of the Grantor's Property.



**AWA**  
ANDERSON WAHLEN & ASSOCIATES  
2010 North Redwood Road, Salt Lake City, Utah 84118  
801 521-5528 - [AWA@ahwcorp.net](mailto:AWA@ahwcorp.net)

**Storm Drain Easement**

**Cubiscan**  
380 South 200 West  
Farmington, Utah

Sheet No.

**E**

Designed By: SY  
Drafted By: DW  
Client Name:  
Cubiscan  
Job #: 20-162  
**19 Oct, 2020**