

**WHEN RECORDED, MAIL TO:**

Park Lane Commons, LLC  
Attn: Richard A. Haws  
1200 West Red Barn Lane  
Farmington, Utah 84025

**COURTESY RECORDING**

This document is being recorded solely as a  
courtesy and an accommodation to the parties  
named therein.

Founders Title Company hereby expressly  
disclaims any responsibility or liability for the  
accuracy or the content thereof.

For Information only:

Portion of Tax Parcel Nos.: \_\_\_\_\_

(Space above for Recorder's use only)

**Easement Agreement**

This EASEMENT AGREEMENT (the "Agreement") is made this 22<sup>nd</sup> day of December, 2015, by and between PARK LANE COMMONS, LLC ("Grantor"), and RED BARN FARMS ("Grantee"), also collectively called the Parties (the "Parties").

**RECITALS**

A. Farmington City (the "City") has entitled a 72 acre project area (the "Project" or "Project Area"), which Project Area is depicted on Exhibit A, attached hereto and incorporated herein by this reference. There are two separate Development Agreements recorded against the Project Area. The intent is to have the Project Area function as one common master planned project by granting public rights of way, covenants and easements to access common facilities, the trail system within the City and uses within the Project as generally illustrated on Exhibit A.

B. The Parties recognize the tangible benefits to the City, community and property owners within the Project by entering into this Agreement and promoting to the public the Project as a contiguous development. The City has required, or will require at the time of issuing building permits, public easements on those properties within the Project.

C. Grantor owns property within the Project, which property is legally described on Exhibit B, attached hereto and incorporated herein by this reference (the "Grantor's Parcel").

D. Grantee owns property within the Project, which property is legally described on Exhibit C, attached hereto and incorporated herein by this reference (the "Grantee's Parcel").

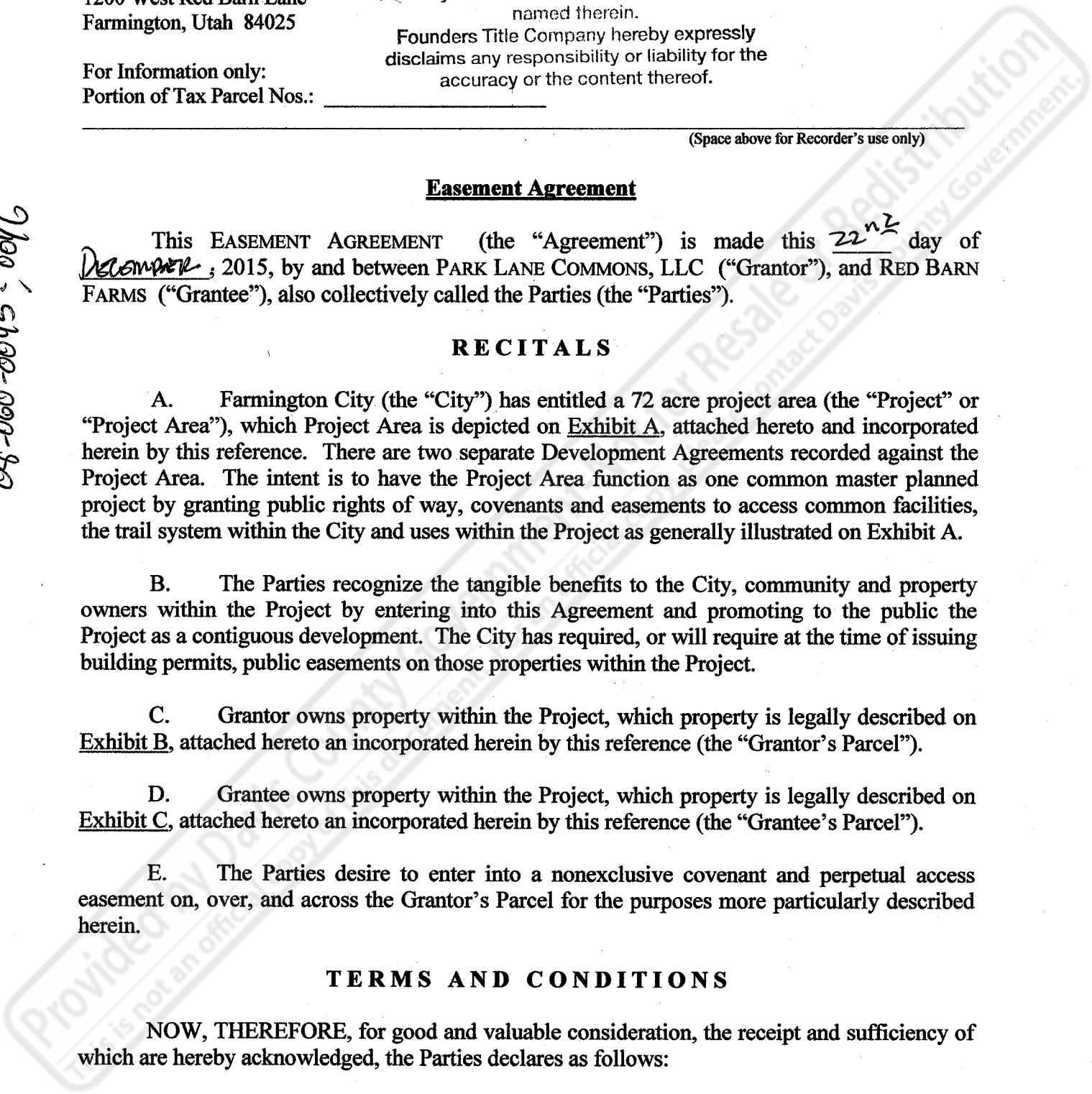
E. The Parties desire to enter into a nonexclusive covenant and perpetual access easement on, over, and across the Grantor's Parcel for the purposes more particularly described herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties declares as follows:

1. Grant of Easement. As the City obtains from Grantor easements and public rights of way (the "City Easements") on, under, over, and/or across the Grantor's Parcel, Grantee shall have a vested perpetual non-exclusive easement interest, which benefits the Grantee's Parcel, in

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the City Easements for the same purposes and use granted in the City Easements, and Grantor does hereby convey to Grantee such easement interests that shall vest immediately upon the conveyance of the City Easements to the City. In addition, Grantor hereby grants, conveys and warrants to Grantee a perpetual non-exclusive easement on, over, and across those common areas that are within the City Easements, drive isles, and parking areas located on Grantor's Parcel for the sole purpose of an access way to be used for pedestrian and vehicular ingress and egress into and out of and through and across those common improvements constructed on Grantor's Parcel as generally depicted in the master plan on Exhibit A. Pursuant to this Agreement, Grantee, and Grantee's agents, employees, patrons, guests, invitees, and contractors ("**Grantee's Agents**") shall have continued access rights over Grantor's Parcel for the purposes set forth above.

2. Access and Covenants. Grantee and Grantee's Agents shall have the right to enter upon Grantor's Parcel for the purposes permitted by this Agreement. Grantor agrees not to obstruct Grantee's use as granted herein. Grantor agrees to develop and to use Grantor's Parcel in a manner consistent with those covenants and obligations (the "Covenants") contained in the Development Agreement recorded by the City against Grantor's Parcel. Grantor agrees to not amend said Development Agreement without the written consent of Grantee.

3. Duration. This Agreement shall continue indefinitely, shall run with the land, and shall terminate only upon: (i) written and recorded agreement of all of the parties or their respective successors in title; or (ii) the formal written and recorded abandonment by Grantee of this Agreement. Upon any such event, Grantee will execute a recordable document that causes this Agreement to revert to Grantor or its successors in title.

4. Maintenance and COA. Grantor, at its sole cost and expense, will maintain and keep in good repair Grantor's Parcel to the standard of a first class commercial mixed use development. Grantee hereby agrees that Grantor will have the right to have a representative on a Common Owners Association (the "COA") board organized by Grantee, which COA will govern the Project Area. The COA shall meet semi-annually at Grantee's Offices to review the conditions of the Project Area and to make recommendations to the City as to the maintenance, common facilities, trail conditions and any new proposed development. Grantee shall give thirty (30) days written notice to Grantor of the time and location of said meeting.

5. Signage. Grantor agrees that all signage on Grantee's Parcel must be approved by the City. The City has granted an exception to the City's signage ordinance in allowing two (2) pylon signs along the freeway (the "Pylon Signs"). Grantee hereby conveys to Grantor an easement over the Grantee's Parcel to construct, maintain, use and repair Pylon Signs located on the Grantee's Parcel, as shown on Exhibit A. Grantor shall maintain, pay for and control the use of the Pylon Signs and Grantee shall have no rights in the Pylon Signs except as approved by Grantor. The Pylon Signs will promote the name of the Project Area as Park Lane Commons and will only have those tenants within the Project Area be placed on the Pylon Signs.

6. Miscellaneous.

6.1 Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein shall be perpetual and shall run with the land, and the

terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

6.2 Authority. The individuals signing for the respective entities make the following representations: (i) he/she has read this Agreement, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute this Agreement acting in said capacity.

6.3 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney fees, shall be paid by the non-prevailing party.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

6.5 Self-Help. If the Grantor's Parcel is not being maintained up to the applicable standards set forth herein, and Grantor fails to properly perform the necessary maintenance of the same within thirty (30) days after receipt of written notice detailing the necessary items that need maintenance/repair, then Grantee may: (i) do any and all the things required under this Agreement, and incur and pay any and all expenses in connection therewith and collect from Grantor one hundred percent (100%) of the costs incurred by Grantee in performing the maintenance obligations, and (ii) maintain an action at law or in equity to recover any monies expended pursuant hereto or to enforce any obligations arising hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Grantor: Part Lane Commons

By: [Signature]  
Richard A. Haws, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF Davis            )

On this 22 day of December, 2015, personally appeared before me RICHARD A. HAWS, known or satisfactorily proved to me to be the Manager of Part Lane Commons, who acknowledged to me that he signed the foregoing instrument as Manager for said company.

[Signature]  
Notary Public for Utah

STATE OF UTAH NOTARY PUBLIC  
SCOTT HARWOOD  
COMMISSION # 664539  
MY COMMISSION EXPIRES:  
05-29-2017



Exhibit A



**EXHIBIT B**

**(The Grantor's Parcel)**

BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE W'LY LINE OF A RR R/W & THE POB OF PPTY CONV IN QC DEED RECORDED 12/31/2014 AS E# 2841631 BK 6174 PG 1030 & IN CORRECTIVE QC DEED RECORDED 01/14/2015 AS E# 2843378 BK 6183 PG 335; TH ALG THE W LINE OF SD PPTY THE FOLLOWING FOUR COURSES: S 36°25'48" W 26.84 FT & S 00°20'03" E 221.34 FT & S 89°39'57" W 30.12 FT & S 00°20'03" E 432.89 FT TO THE N LINE OF SD LANE; TH W 609.58 FT, M/L, TO THE POB. CONT. 9.409 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

08-060-0045



**EXHIBIT C**

**(The Grantee's Parcel)**

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A PART OF LOT 1 & LOT 20, BLK 34 OF BC PLAT, FARMINGTON TS SURVEY; BEG AT A PT ON THE W'LY LINE OF A UPRR R/W BEING 2168.98 FT N 00°00'21" W ALG THE SEC LINE & 766.83 FT N 89°59'39" W FR THE SE COR OF SEC 14-T3N-R1W, SLB&M; & RUN TH THE FOLLOWING TWO (2) COURSES ALG SD W'LY R/W LINE: (1) S 53°34'12" E 140.68 FT & (2) S 50°36'18" E 760.80 FT; TH S 00°00'26" W 104.64 FT TO THE N R/W LINE OF RED BARN LANE; TH N 89°41'17" W 743.42 FT ALG SD N R/W LINE; TH N 00°20'03" W 432.89 FT; TH N 89°39'57" E 30.12 FT; TH N 00°20'03" W 221.34 FT; TH N 36°25'48" E 26.84 FT TO THE POB. CONT. 6.781 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)

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