

When Recorded, Mail To:

Compass Holdings Development, LLC
Attn: Christopher D. Trujillo
854 N. 240 E.
Kaysville, UT 84037

Tax Parcel Nos.: 110360051; 110360031; and 110360052

(Space Above for Recorder's Use)

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made and executed this 19 day of October, 2018 (the "**Effective Date**"), by and between COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company ("**Compass**"), JAMES LELAND FROST, an individual ("**James**"); and ALLISON BROOKE & RYAN LEWIS FROST (collectively, "**Allison & Ryan**"). Compass, James, and Allison & Ryan are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Compass owns certain real property (the "**Compass Property**") located in the City of Kaysville, Davis County, Utah. The Compass Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.
- B. James owns certain real property (the "**James Property**") located in the City of Kaysville, Davis County, Utah. The James Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.
- C. Allison & Ryan own certain real property (the "**Allison & Ryan Property**") located in the City of Kaysville, Davis County, Utah. The Allison & Ryan Property is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference. The Compass Property, James Property, and Allison & Ryan Property (collectively, the "**Property**") are generally depicted on Exhibit D, attached hereto and incorporated herein by this reference.
- D. The James Property and the Allison & Ryan Property will be collectively referred to as the "**Existing Homes**."
- E. The Existing Homes currently have the following easements over the Compass Property: An "**Access Easement**" and a "**Utility Easement**" (collectively, the "**Existing Easements**"). The Compass Property will be developed in phases generally from the west near Highway 89 to the East near the Existing Homes. As the Compass Property is developed the improvements associated with the Existing Easements will be replaced with publicly dedicated rights of way. Further utility infrastructure to replace the utilities currently in the Existing

Easements will be constructed and connected to the utility lines serving the Existing Homes all as set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. ACKNOWLEDGEMENT OF EXISTING EASEMENTS. Compass does hereby acknowledge the Existing Easements that encumber the Compass Property.

2. AUTOMATIC TERMINATION AND RIGHT TO RELOCATE THE EXISTING EASEMENTS. The Parties agree that Compass may develop its property and relocate or terminate some or all of the Existing Easements, but only under the following conditions: (a) all work is done at Compass's sole cost and expense, (b) the Existing Homes maintain equivalent or receive better functionality with regards to access and utilities, (c) access and utility service will not be disrupted by Compass's activities except with connecting the Existing Homes to the new road or new utility line(s), and (d) the new access or utility improvements are located in a publicly dedicated right of way, public utility easement, or in an express easement that is recorded against the Property. James and Allison & Ryan acknowledge that the location of the proposed roads to be built on the Compass Property will be deemed to be of equivalent or better functionality, but even then they may not provide as direct a path to the Existing Homes as the currently driveway.

For illustration purposes of how this could work: The Access Easement might not be terminated until Compass modifies the driveways at the Existing Homes and connects them to a public road that will be built as Phase 3 is developed. However, the Utility Easement for natural gas service might be terminated in stages as each phase of the development is built.

3. TERMINATION OF THIS AGREEMENT. As the infrastructure for each phase of the development on the Compass Property is completed and so long as the Existing Homes are not being serviced by access routes or utilities that are on any of the platted lots, then the Parties agree to terminate this Agreement as to that Phase(s) until access and all utilities are in the new location at which point this Agreement will be completely terminated by the Parties.

4. ACCESS. James and Allison & Ryan and their respective employees, invitees, licensees, tenants, and agents (collectively, "Agents") shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. Each Party and its Agents shall enter upon the Easement Area at their sole risk and hazard, and each Party and its Agents hereby release Compass from any claims relating to the condition of the Easement Areas and the entry upon the Easement Areas by the releasing Party and its Agents.

5. CONDITION OF THE EASEMENT AREAS. James and Allison & Ryan accept the Easement Areas and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both

9.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation among the Parties.

9.2 Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easements granted herein 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.

9.3 Integration. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the Parties.

9.4 Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

9.5 Rights and Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement does not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder will be enforceable in equity as well as at law or otherwise.

9.6 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 attorneys' fees, will be paid by the non-prevailing Party.

9.7 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement is binding upon the Party for which he/she signs.

9.8 No Public Use/Dedication. The Property is and will at all times remain the private property of the respective Parties. The use of the Property is permissive and is limited to the express purposes contained herein. Neither Party, nor their successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to the Property beyond the express terms and conditions of this Agreement.

[Signatures and Acknowledgments Follow]

By: James L. Frost
JAMES LELAND FROST, an individual

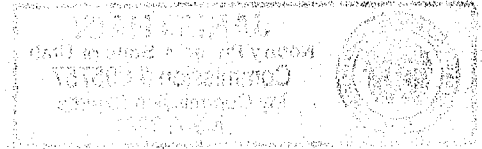
STATE OF Utah)
 :SS
COUNTY OF Davis)

On this 17 day of October, 2018, personally appeared before me JAMES LELAND FROST, an individual, known or satisfactorily proved to me to be the individual identified herein, who acknowledged to me that he signed the foregoing instrument.

WITNESS my hand and official seal.
STATE OF UTAH NOTARY PUBLIC
JESSICA RITCH
COMMISSION # 692455
MY COMMISSION EXPIRES:
12-17-2020

Jessica Ritch
Notary Public

[signatures and acknowledgements follow]



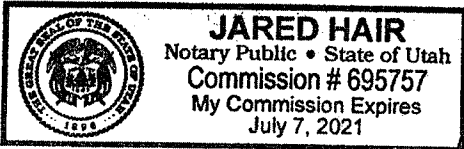
By: *Allison Brooke Frost*
ALLISON BROOKE FROST, an individual

STATE OF Utah)
COUNTY OF Davis) :SS

On this 13th day of October, 2018, personally appeared before me ALLISON BROOKE FROST known or satisfactorily proved to me to be the individuals identified herein, who acknowledged to me that they signed the foregoing instrument.

WITNESS my hand and official seal.

Jared Hair
Notary Public



[signatures and acknowledgements follow]

Exhibit A

(Legal Description of Compass Property)

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South 89°50'45" East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South 89°50'45" East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25; thence South 0°15'44" West 929.80 feet along the quarter section line; thence North 89°50'45" West 2291.04 feet to the east line of the east Frontage Road of U.S. Highway 89, (Mountain Road); thence North 0°35'45" West 23.26 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road); thence South 89°50'15" West 70.00 feet along the north line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the east line of State Highway No. 89, (Mountain Road); thence North 0°35'45" West 472.00 feet along the east line of State Highway No. 89, (Mountain Road) to the south line of the East Frontage Road of State Highway No. 89, (Mountain Road); thence North 89°50'15" East 60.00 feet along the south line to the Southeast Corner of the East Frontage Road of State Highway No. 89, (Mountain Road); thence North 0°35'45" West 184.66 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the Southwest Corner of Bromsfield Subdivision; thence South 89°50'45" East 1638.71 feet along the south line to the Southeast Corner of Bromsfield Subdivision; thence North 0°11'10" East 250.00 feet along the east line of Bromsfield Subdivision to the point of beginning.

Together with the right of access to the nearest roadway of highway over and across Easterly and Westerly right of way lines, as provided for by Warranty Deed, recorded March 27, 1947, as Entry No. 97099, in Book 2-C, at Page 418, and as modified by Agreement for Change of Access Openings, recorded August 11, 1948, as Entry No. 103372, in Book R of Liens and Leases: at Pages 388 and 389, of Official Records of Davis County, State of Utah.

Less & excepting therefrom the following:

Beginning at a point South 89°50'45" East 1935.15 feet along the section line and South 0°09'15" West 379.28 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South 0°09'15" West 131.16 feet; thence North 89°51'35" West 350.83 feet; thence North 0°08'25" East 2.91 feet; thence northerly 120.73 feet along the arc of a 172.50 foot radius curve to the right, (center bears South 89°51'35" East and long chord bears North 20°11'23" East 118.28 feet, with a central angle of 40°05'56"); thence northerly 21.58 feet along the arc of a 227.50 foot radius curve to the left, (center bears North 49°45'39" West and long chord bears North 37°31'19" East 21.57 feet, with a central angle of 5°26'04"); thence South 89°51'35" East 297.21 feet to the point of beginning.

Less & excepting therefrom the following:

Beginning at a point South $89^{\circ}50'45''$ East 1935.15 feet along the section line and South $0^{\circ}09'15''$ West 510.44 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South $0^{\circ}09'15''$ West 162.22 feet; thence North $89^{\circ}51'35''$ West 333.92 feet; thence northwesterly 44.48 feet along the arc of a 227.50 foot radius curve to the left, (center bears South $52^{\circ}35'24''$ West and long chord bears North $43^{\circ}00'39''$ West 44.41 feet, with a central angle of $11^{\circ}12'07''$); thence northerly 18.68 feet along the arc of a 15.00 foot radius curve to the right, (center bears North $41^{\circ}23'17''$ East and long chord bears North $12^{\circ}56'14''$ West 17.50 feet, with a central angle of $71^{\circ}20'57''$); thence northerly 89.72 feet along the arc of a 227.50 foot radius curve to the left, (center bears North $67^{\circ}15'46''$ West and long chord bears North $11^{\circ}26'19''$ East 89.14 feet, with a central angle of $22^{\circ}35'49''$); thence North $0^{\circ}08'25''$ East 25.36 feet; thence South $89^{\circ}51'35''$ East 350.83 feet to the point of beginning.

Less and excepting therefrom all that portion of property conveyed to Mutton Hollow Improvement District, a public corporation of the State of Utah, by Warranty Deed, recorded February 24, 1966, as Entry No. 295927, in Book 338, at Page 641, and more particularly described as follows: A part of the Northwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is 1960.9 feet East, 250 feet South and 60 feet East from the Northwest corner of said Section 25; and running thence East 75 feet; thence North 75 feet; thence West 75 feet; thence South 75 feet to the point of beginning.

Exhibit B

(Legal Description of James Property)

Beginning at a point South $89^{\circ}50'45''$ East 1935.15 feet along the section line and South $0^{\circ}09'15''$ West 379.28 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;
Thence South $0^{\circ}09'15''$ West 131.16 feet;
Thence North $89^{\circ}51'35''$ West 350.83 feet;
Thence North $0^{\circ}08'25''$ East 2.91 feet;
Thence northerly 120.73 feet along the arc of a 172.50 foot radius curve to the right, (center bears South $89^{\circ}51'35''$ East and long chord bears North $20^{\circ}11'23''$ East 118.28 feet, with a central angle of $40^{\circ}05'56''$);
Thence northerly 21.58 feet along the arc of a 227.50 foot radius curve to the left, (center bears North $49^{\circ}45'39''$ West and long chord bears North $37^{\circ}31'19''$ East 21.57 feet, with a central angle of $5^{\circ}26'04''$);
Thence South $89^{\circ}51'35''$ East 297.21 feet to the point of beginning.

Contains 43,782 square feet, 1.005 acres.

Exhibit C

(Legal Description of Allison & Ryan Property)

Beginning at a point South $89^{\circ}50'45''$ East 1935.15 feet along the section line and South $0^{\circ}09'15''$ West 510.44 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;
Thence South $0^{\circ}09'15''$ West 162.22 feet;
Thence North $89^{\circ}51'35''$ West 333.92 feet;
Thence northwesterly 44.48 feet along the arc of a 227.50 foot radius curve to the left, (center bears South $52^{\circ}35'24''$ West and long chord bears North $43^{\circ}00'39''$ West 44.41 feet, with a central angle of $11^{\circ}12'07''$);
Thence northerly 18.68 feet along the arc of a 15.00 foot radius curve to the right, (center bears North $41^{\circ}23'17''$ East and long chord bears North $12^{\circ}56'14''$ West 17.50 feet, with a central angle of $71^{\circ}20'57''$);
Thence northerly 89.72 feet along the arc of a 227.50 foot radius curve to the left, (center bears North $67^{\circ}15'46''$ West and long chord bears North $11^{\circ}26'19''$ East 89.14 feet, with a central angle of $22^{\circ}35'49''$);
Thence North $0^{\circ}08'25''$ East 25.36 feet;
Thence South $89^{\circ}51'35''$ East 350.83 feet to the point of beginning.

Contains 57,619 square feet, 1.322 acres.