

When Recorded, Mail to:
John Hammond
2403 East 6660 South
Salt Lake City, Utah 84121

AGREEMENT FOR A PRIVATE ACCESS EASEMENT

THIS AGREEMENT is made on the date set forth below, by and between Aspen Hights, LLC ("Grantor"), and Layton Carwash LLC, ("Grantee").

Recitals


- A. The Grantor is the owner of certain real property, Tax ID No.: 10-251-0016, and shall be called the "Servient Estate" herein.
- B. The Grantee is the owner of certain real property known as 1280 N Main Street, Layton, Utah 84041 , County Tax ID No.: 10-251-0020 and shall be called the "Dominant Estate".
- C. The Grantee desires to acquire certain rights in the Servient Estate.

IT IS THEREFORE AGREED AS FOLLOWS:

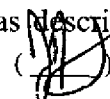
- 1. For valuable consideration, Grantor hereby grants to Grantee an easement on and across the Servient Estate for the purpose of allowing Access and use for Public Utility to the Dominant Estate.
- 2. The Servient Estate shall grant the aforementioned easement across the following:

A parcel of land situate within the Southwest Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, located in Layton City, County of Davis, State of Utah and being more particularly described as follows:

Beginning at a point in the South line of Midtown Crossing, per Entry No.: 3016666, of official records, said point being South 0°03'14" East, along the West line of the Southwest Quarter, a distance of 922.06 feet and North 89°56'46" East, perpendicular to said Quarter Section line, a distance of 521.19 feet, from the West Quarter corner of said Section 17, said point also being North 52°47'07" East, a distance of 60.07 feet, from a 1.5" flat brass monument set in concrete at the point of tangency of a private road, as shown on the Main Street Commons Subdivision, recorded as Entry No.: 1970660, in Book 3498, at Page 1169 of official records; and running thence North 89°54'38" East, along the South line of aforesaid Midtown Crossing, a distance of 211.88 feet, to an angle point; thence South 0°05'22" East, continuing along said South line, a distance of 9.91 feet, to a point in the Northerly line of Lot 4, said Main Street Commons Subdivision, said point also being the Northeast corner of parcel No.: 10-251-0020, as described in

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Page 1 of 3

) Initials

Special Warranty Deed recorded as Entry No.: 2732635, of official records; thence South 89°54'50" West, along aforesaid Northerly line of Lot 4, a distance of 169.18 feet; thence Southwesterly along the arc of a 98.00 foot radius curve to the left, though a central angle of 25°49'59", a distance of 44.19 feet, subtended by a long chord bearing South 76°59'50" West, a distance of 43.81 feet, to the midpoint of the curve of curve in said Lot 4; thence departing said Northerly line of Lot 4, on a non-tangent line bearing North 0°05'22" West, a distance of 19.69 feet, to the point of beginning.


Contains: 2,235 Sq. Ft., or 0.051 of an Acre.

3. It is the intention of the parties that the easement granted be of benefit to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing access and utilities. This easement encompasses all of the 0.051 acres of land.
3. The easement shall endure perpetually. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.
4. It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to the access as outlined herein.
5. The easement, rights, and privileges granted by this easement are nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.
6. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement.
7. This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his or her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.
8. This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.
9. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

In witness whereof, the parties have executed this agreement.

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Page 2 of 3

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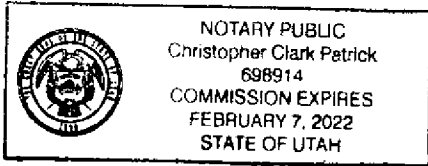
WITNESS the hand of said Grantor this 19 day of May, 2021.

Ron Crowley

By: Ron Crowley, Member/Manager, GRANTOR
ASPEN HEIGHTS LLC

STATE OF Utah)
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COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 19 day of May, 2021 by Ron Crowley, Manager of Aspen Heights LLC.



Christopher Clark Patrick
Notary Public

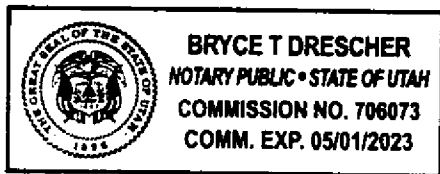
WITNESS the hand of said Grantee this 17 day of May, 2021.

John Hammond

By: John Hammond, Member/Manager, GRANTOR
LAYTON CARWASH LLC

STATE OF Utah)
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COUNTY OF SALT LAKE)

Do-Has The foregoing instrument was acknowledged before me this 17th day of May, 2021 by John Hammond, Layton Carwash LLC.



Bryce T Drescher
Notary Public

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