

When Recorded, Mail To:

Kirton McConkie
Attn: Joel Wright
Thanksgiving Park Four
2600 West Executive Parkway, #400
Lehi, Utah 84043

Parcel No. 12-031-0086

CT-152083-MCC

(Space above this line for recorder's use only)

EXCLUSIVE USE EASEMENT AGREEMENT

THIS EXCLUSIVE USE EASEMENT AGREEMENT (this "*Agreement*") is entered into this 4 day of February, 2022, by and between MARK A. THOMAS and KELLI J. THOMAS, as individuals ("*Grantor*") and ASCENT ACADEMIES OF UTAH, a Utah non-profit corporation ("*Grantee*"). Grantor and Grantee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

RECITALS

- A. Grantor owns certain real property located in Utah County, Utah more particularly described on Exhibit A attached hereto and incorporated herein by that reference (the "*Property*").
- B. Grantee desires to use and improve a portion the Property as described in Exhibit B and depicted on Exhibit C attached hereto and incorporated herein by reference (the "*Easement Area*").
- C. Grantor is willing to grant exclusive, perpetual use and occupation of the Easement Area to Grantee upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the above-mentioned recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Grant of Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, an easement on, over, across and upon the Easement Area for the exclusive and perpetual use, development and occupancy thereof as determined by Grantee in Grantee's sole and absolute discretion, including the right to lease or grant other use rights to the Easement Area (the "*Easement*").

2. **Rights of Use.** Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including the free right of ingress and egress over, across and within the Easement Area and the right to lease or grant other use rights to the Easement Area; hereby waiving all rights under and by virtue of any applicable homestead exemption laws to the extent required by the rights granted hereunder. Grantee shall have the right to fence and enclose the Easement Area or to fence any of the facilities installed thereon as necessary, and all other rights and benefits necessary or convenient for the full enjoyment and use of the Easement Area.

Grantee in the exercise of its rights hereunder shall have the right to cut all trees and/or undergrowth and remove obstructions from the Easement Area, which in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein. Grantee shall not be liable to

Grantor for damages caused within the Easement Area by keeping it clear of trees, undergrowth or other obstructions.

Grantor shall have no right to enter or use the Easement Area in any manner which will interfere with the rights of use granted to Grantee herein.

3. **Duration.** The rights granted herein are perpetual and permanent and inure to the benefit of Grantee, its heirs and assigns and shall not terminate except pursuant to Section 7 herein.

4. **Scope of Easement.** It is the Parties' intent that the Easement granted herein never be limited in its scope of use. This includes Grantee changing the nature and density of use of the Easement Area.

5. **Condition of Easement Area.** Grantee accepts the Easement Area and all aspects thereof in an "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and/or use of the Easement Area.

6. **Maintenance.** Grantee agrees to maintain the Easement Area in good order and repair and to promptly repair any damage to the Easement Area. Grantee shall be responsible for all out-of-pocket expenses of maintaining, repairing, and replacing any existing or after-constructed improvements on the Easement Area.

7. **Termination.** This Agreement and the Easement granted herein shall terminate if (i) Grantee obtains fee title to the Easement Area by the Parties executing and recording a boundary line agreement or other similar instrument in the official records of the Utah County recorder or (ii) the Parties agree to termination by mutual written agreement.

8. **Indemnification.** Grantee agrees to indemnify, defend with counsel approved by Grantor and hold harmless Grantor from any claims or suits which may be asserted against the Grantor arising out of Grantee's, its contractors', invitees, or agents' use or maintenance of the Easement Area. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of Grantor, or Grantor's employees, agents, tenants, licensees, or invitees, regardless of fault.

9. **Insurance.** Grantee shall obtain and maintain a policy of commercial general liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area.

11. **Miscellaneous.** This Agreement shall be interpreted and enforced in the State of Utah where the Easement Area is located. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either Party against the other Party to enforce this Easement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. If any part, term or provision of this Agreement is held to be illegal, void, or unenforceable, or to be in conflict with the laws of Utah or any local government, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easement is located, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

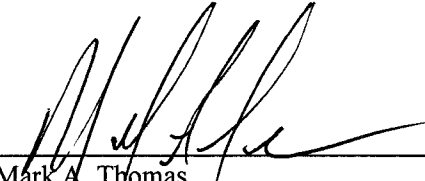
This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Any amendment or modification to this Agreement must be in writing and signed by both Parties.

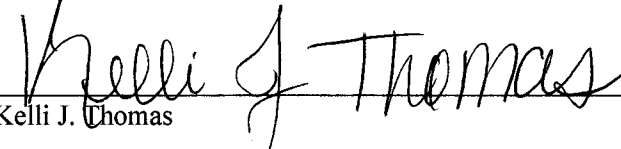
[signatures and acknowledgments on following pages]

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

GRANTOR:



Mark A. Thomas



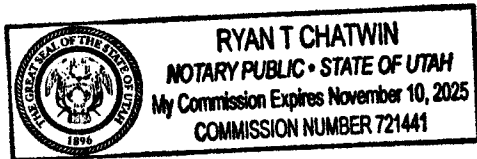
Kelli J. Thomas


STATE OF UTAH)

COUNTY OF Utah) :SS

On this 4 day of February, 2022, personally appeared before me Mark A. Thomas and Kelli J. Thomas, as individuals, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.

WITNESS my hand and official seal.





Notary Public for the
State of Utah

[Further signatures and acknowledgements to follow]

GRANTEE:

ASCENT ACADEMIES OF UTAH, a Utah non-profit corporation

By: Wade Glatthar
Name: Wade Glatthar
Its: Lead Director

STATE OF UTAH)
) :SS
COUNTY OF Davis)

On this 4th day of February, 2022, personally appeared before me Wade Glatthar, personally known to me to be the Lead Director of Ascent Academies of Utah, a Utah non-profit corporation, who acknowledged before me that s/he signed the foregoing instrument as Lead Director for Ascent Academies of Utah, a Utah non-profit corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public for the State of Utah

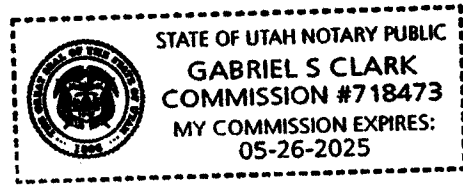


EXHIBIT A

(Description of the Property)

Beginning at point which is South 00° 46' 44" West 46.00 feet and North 90° 00' 00" East 1183.87 feet from the West Quarter Corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 90° 00' 00" East 158.03 feet; thence South 01° 49' 54" West along a fence line 172.74 feet; thence North 88° 59' 03" West 158.06 feet; thence North 01° 51' 40" East 169.94 feet to the point of beginning.

Basis of Bearing is North 00° 27' 25" East between the Southwest Corner and the West Quarter Corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM: any portion of land lying within the bounds of 900 North Street.

EXHIBIT B

(Description of the Easement Area)

A part of the Southwest Quarter of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah

Beginning at the Northeast corner of Ascent Academy Lehi Subdivision, as recorded with the Utah County Recorder, being 46.00 feet South $0^{\circ}46'44''$ West, and 1183.87 feet due East from the West Quarter corner of said Section 7; running thence due East 21.47 feet; thence South $2^{\circ}58'21''$ West 170.40 feet to and along an existing fence line to the Northerly line of said Ascent Academy Lehi Subdivision; thence two (2) courses along said South and Easterly line as follows: (1) North $88^{\circ}59'03''$ West 18.16 feet; and (2) North $1^{\circ}51'40''$ East 169.94 feet to the point of beginning.

Contains: 3,369 sq. ft. or 0.077 acres

Subject to an undedicated right-of-way over the following:

Beginning at the Northeast corner of Ascent Academy Lehi Subdivision, as recorded with the Utah County Recorder, being 46.00 feet South $0^{\circ}46'44''$ West, and 1183.87 feet due East from the West Quarter corner of said Section 7; running thence due East 21.47 feet; thence South $2^{\circ}58'21''$ West 31.07 feet to the proposed Southerly right-of-way line of 900 North Street; thence North $88^{\circ}59'03''$ West 20.86 feet along said Southerly line to the easterly line of said Ascent Academy Lehi Subdivision; thence North $1^{\circ}51'40''$ East 30.67 feet along said Easterly line to the point of beginning.

Contains: 653 sq. ft.

EXHIBIT C

(Depiction of Easement Area)

