

**WHEN RECORDED, RETURN TO:**  
CW Land Co., LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

Affecting Parcel No(s): A portion of parcels 03-005-044-02-1-NA and 03-005-044-02-1-3-NA  
CT-145127-CAF

### UTILITIES AND ACCESS EASEMENT AGREEMENT

THIS UTILITIES AND ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth on the signature page, by and between **CW Land Co., LLC**, a Utah limited liability company, **CW Roam, LLC**, a Utah limited liability company (collectively, “**CW Land**”), and Staker & Parson Companies, a Utah corporation (“**Staker & Parson**”). CW Land and Staker & Parson may be referred to herein collectively as the “**Parties**” or individually, each a “**Party**”.

### RECITALS

- A. CW Land is under contract with Staker & Parson to become the fee title owner of that certain property owned by Staker & Parson located in Mountain Green, Morgan County, Utah (the “**PSA**”), which property is comprised of parcel numbers 03-005-044-02-1-NA and 03-005-044-02-1-3-NA (the “**Property**”).
- B. As of the date hereof, CW Land has completed the first takedown under the terms of the PSA to begin development for single- and multi-family residences and improvements related thereto (“**CW Land Property**”). The CW Land Property is graphically depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. The CW Land Property requires access through a portion of the Property, that CW Land will purchase in a future takedown pursuant to the terms of the PSA, in order to facilitate the full development of the Property.
- D. Pursuant to Section 9(c) of the PSA, the Parties agreed that in connection with the closing of the first purchase installment, Staker & Parson will execute and deliver to CW Land a utilities and access easement to facilitate the full development of the Property. Notwithstanding expiration of the timeframe established in Section 9(c), the Parties hereby agree to agree upon and record this Agreement to facilitate the full development of the Property.
- E. In accordance with and subject to the terms and conditions of this Agreement, the Staker & Parson desires to grant to CW Land and its respective tenants, lessees, guests, employees, customers, and other similar third parties a nonexclusive utilities and access easement and right-of-way over and across certain portions of the Property (the “**Easement Area**”), more particularly depicted on Exhibit B attached hereto and incorporated herein by this reference.

### AGREEMENT

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

1. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, Staker & Parson grants to CW Land and its respective tenants, lessees, guests, employees, customers, and other similar third parties, a nonexclusive utilities and access easement (“**Easement**”) for (i) pedestrian and vehicular ingress, egress, and traffic over and across the Property, and (ii) installation, maintenance, repair, removal, and / or replacement of

all required utilities over, across, through, under, and beneath the Easement Area to facilitate the full development of the Property for CW Land's intended use.

2. **Easement Maintenance.** CW Land, or an Association (as that term is defined in Utah Code §57-8a-102(2)), shall maintain the Easement consistent with the standards required by Mountain Green and Morgan County including, without limitation, snow removal.

3. **Rights of the Parties.** The Parties shall have the right to use the Easement as the Parties may determine in their reasonable discretion. Notwithstanding the foregoing, neither Party shall interfere with the purposes of the Easement as established herein.

4. **Indemnification.** Each Party agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from either Party's, or their heirs and successors', use of the Easement Property or from the exercise by either Party of any rights granted by this Agreement; excepting, however, that neither Party shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from either Party's own negligence or the negligence of either Party's contractors, employees, or agents.

5. **Amendment.** This Agreement may not be modified except by a written instrument executed by the Parties hereto, their successors, or assigns.

6. **Binding Effect.** The execution, delivery, and performance of this instrument has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

7. **Miscellaneous.** This instrument contains the entire agreement between the Parties with respect to the matters set forth herein. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion to or for the general public or for any public purposes whatsoever. This instrument will be governed by and construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 30 day of JUNE, 2021.

**CW LAND CO., LLC,**  
a Utah limited liability company

By: *Darlene Carter*

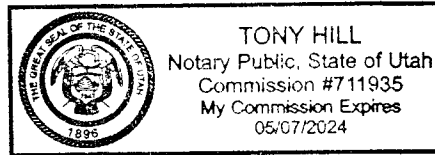
Name: Darlene Carter

Its: Manager

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS                )

On this 30 day of JUNE, 2021 before me personally appeared Darlene Carter, to me personally known to be the Manager of CW LAND CO., LLC, the limited liability company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement or a resolution of its member.

*Tony Hill*  
(Notary Public)



(Seal)

**CW Roam, LLC,**  
a Utah limited liability company

By: CW SBR, LLC,  
a Utah limited liability company  
Its: Sole Member and Manager

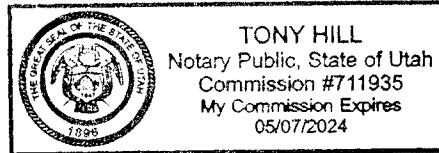
By: CW SBR Member, LLC,  
a Utah limited liability company  
Its: Managing Member

By: *Darlene Carter*  
Name: Darlene Carter  
Its: Manager

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS                )

On this 30 day of JUNE, 2021 before me personally appeared Darlene Carter, to me personally known to be the Manager of CW SBR Member, LLC, the Managing Member of CW SBR, LLC, the Sole Member and Manager of CW Roam, LLC, the limited liability company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement or a resolution of its member.

*Tony Hill*  
(Notary Public)



(Seal)

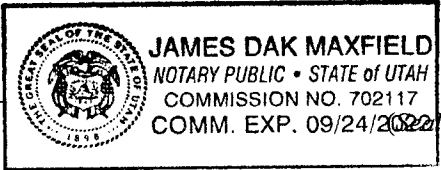
STAKER & PARSON COMPANIES,  
a Utah corporation

By: Michael Kurz  
Name: Michael Kurz  
Its: President

STATE OF UTAH                    )  
  §  
COUNTY OF Weber            )

On this 30 day of June, 2021 before me personally appeared Michael Kurz, to me personally known to be President of STAKER & PARSON COMPANIES, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its governing document(s).

James D. Maxfield  
(Notary Public)



**EXHIBIT A**  
(CW Land Property)

**Single Family Area Phase 1 Description**

A parcel of land, situate in the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Morgan County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°43'35" East 440.87 feet along the section line and South 00°16'25" West 688.35 feet from the Northwest Corner of said Section 25 and running thence:

South 76°42'06" East 228.40 feet;  
 thence North 13°17'54" East 9.68 feet;  
 thence North 89°53'25" East 582.74 feet;  
 thence South 00°06'33" East 15.00 feet;  
 thence North 89°53'27" East 158.96 feet;  
 thence Southeasterly 208.49 feet along the arc of a 356.50 feet-foot radius non-tangent curve to the left (center bears North 64°25'44" East and the long chord bears South 42°19'30" East 205.53 feet with a central angle of 33°30'28");  
 thence South 04°15'30" East 39.47 feet;  
 thence North 89°47'45" West 87.99 feet;  
 thence South 00°11'51" West 61.67 feet;  
 thence West 389.73 feet;  
 thence South 00°09'40" East 120.00 feet;  
 thence South 89°43'47" West 127.73 feet;  
 thence South 00°16'13" East 122.41 feet;  
 thence South 89°43'47" West 60.00 feet;  
 thence Northwesterly 23.54 feet along the arc of a 14.96 feet-foot radius tangent curve to the right (center bears North 00°16'13" West and the long chord bears North 45°11'23" West 21.18 feet with a central angle of 90°09'40");  
 thence South 89°53'27" West 407.29 feet;  
 thence Westerly 95.10 feet along the arc of a 280.00 feet-foot radius tangent curve to the right (center bears North 00°06'33" West and the long chord bears North 80°22'47" West 94.64 feet with a central angle of 19°27'33");  
 thence North 70°39'00" West 41.15 feet;  
 thence Westerly 21.44 feet along the arc of a 15.00 feet-foot radius tangent curve to the left (center bears South 19°21'00" West and the long chord bears South 68°24'23" West 19.66 feet with a central angle of 81°53'13");; thence Southerly 287.39 feet along the arc of a 470.00 feet radius curve to the left (center bears South 62°32'14" East and the long chord bears South 09°56'43" West 282.94 feet with a central angle of 35°02'06")  
 thence South 07°34'20" East 7.48 feet;  
 thence South 10°38'46" East 46.62 feet;  
 thence South 07°34'20" East 191.84 feet;  
 thence Southeasterly 23.59 feet along the arc of a 15.00 feet-foot radius tangent curve to the left (center bears North 82°25'40" East and the long chord bears South 52°37'47" East 21.23 feet with a central angle of 90°06'54");  
 thence South 82°40'32" West 89.68 feet;  
 thence Northerly 29.28 feet along the arc of a 38.18 feet-foot radius non-tangent curve to the left (center bears North 53°43'07" West and the long chord bears North 14°18'30" East 28.57 feet with a central angle of 43°56'46");  
 thence North 07°34'20" West 185.87 feet;  
 thence North 05°08'53" West 35.47 feet;  
 thence North 07°34'20" West 12.67 feet;  
 thence Northerly 329.11 feet along the arc of a 530.00 feet-foot radius tangent curve to the right (center bears North 82°25'40" East and the long chord bears North 10°13'01" East 323.85 feet with a central angle of 35°34'42");; thence Northeasterly 9.33 feet along the arc of a 1971.60 feet radius curve to the left (center bears North 61°59'38" West and the long chord bears North 27°52'14" East 9.33 feet with a central angle of 00°16'16")  
 thence Northwesterly 18.91 feet along the arc of a 27.50 feet-foot radius non-tangent curve to the left (center bears South 60°55'18" West and the long chord bears North 48°46'45" West 18.54 feet with a central angle of 39°24'07");  
 thence North 21°31'37" East 38.00 feet;  
 thence Easterly 8.39 feet along the arc of a 6426.97 feet-foot radius non-tangent curve to the right (center bears South 20°26'13" West and the long chord bears South 69°31'33" East 8.39 feet with a central angle of 00°04'29");  
 thence Easterly 21.96 feet along the arc of a 15.00 feet-foot radius non-tangent curve to the left (center bears North 19°53'47" East and the long chord bears North 67°58'01" East 20.05 feet with a central angle of 83°51'31");  
 thence Northerly 438.31 feet along the arc of a 1971.60 feet-foot radius non-tangent curve to the left (center bears North 63°57'51" West and the long chord bears North 19°40'01" East 437.41 feet with a central angle of 12°44'15");  
 thence North 13°17'54" East 12.21 feet; to the point of beginning.

Contains: 487567 square feet or 11.193 acres.

### Townhome Area Phase 1 Description

A parcel of land, situate in the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Morgan County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°43'35" East 322.34 feet along the section line and South 00°16'25" West 687.94 feet from the Northwest Corner of said Section 25 and running thence:

South 84°21'31" East 27.00 feet;  
 thence South 05°38'29" West 45.93 feet;  
 thence southerly 25.36 feet along the arc of a 163.50-foot radius tangent curve to the right (center bears North 84°21'31" West and the long chord bears South 10°05'03" West 25.33 feet with a central angle of 08°53'08");  
 thence South 70°39'00" East 79.68 feet;  
 thence southerly 348.56 feet along the arc of a 1971.60-foot radius non-tangent curve to the right (center bears North 74°05'37" West and the long chord bears South 20°58'16" West 348.11 feet with a central angle of 10°07'46");  
 thence westerly 21.81 feet along the arc of a 15.00-foot radius curve to the right (center bears North 63°57'51" West and the long chord bears South 67°41'34" West 19.94 feet with a central angle of 83°18'51")  
 thence North 69°32'41" West 8.54 feet;  
 thence South 21°31'37" West 38.00 feet;  
 thence northwesterly 81.76 feet along the arc of a 263.50-foot radius non-tangent curve to the right (center bears North 21°31'11" East and the long chord bears North 59°35'27" West 81.43 feet with a central angle of 17°46'42");  
 thence Northwesterly 82.34 feet along the arc of a 236.50-foot radius curve to the left (center bears South 39°17'54" West and the long chord bears North 60°40'33" West 81.93 feet with a central angle of 19°56'54")  
 thence North 70°39'00" West 307.65 feet;  
 thence South 19°21'00" West 5.50 feet;  
 thence Westerly 12.12 feet along the arc of a 101.50-foot radius non-tangent curve to the right (center bears North 17°38'35" East and the long chord bears North 68°56'11" West 12.11 feet with a central angle of 06°50'29");  
 thence North 25°40'14" East 0.46 feet;  
 thence northwesterly 24.32 feet along the arc of a 58.00-foot radius non-tangent curve to the right (center bears North 25°20'34" East and the long chord bears North 52°38'45" West 24.14 feet with a central angle of 24°01'22");  
 thence South 49°21'56" West 36.46 feet;  
 thence North 78°30'51" West 122.53 feet to the easterly right-of-way line of Trappers Loop Road (Highway 167);  
 thence along said easterly line the following two (2) courses and distances:

- 1) North 11°33'46" East 206.96 feet;
- 2) North 54°11'41" East 362.47 feet;

thence South 35°48'37" East 127.43 feet;  
 thence North 54°11'23" East 88.81 feet;  
 thence South 35°48'37" East 27.00 feet;  
 thence southerly 59.92 feet along the arc of a 27.50-foot radius non-tangent curve to the left (center bears South 35°48'37" East and the long chord bears South 08°13'49" East 48.75 feet with a central angle of 124°50'24");  
 thence South 70°39'00" East 150.92 feet;  
 thence northeasterly 49.78 feet along the arc of a 27.50-foot radius tangent curve to the left (center bears North 19°21'00" East and the long chord bears North 57°29'44" East 43.25 feet with a central angle of 103°42'30"); to the Point of Beginning.

Contains: 271158 square feet or 6.225 acres.

**EXHIBIT B**  
(Easement Area)

**Road Area Description**

A parcel of land, situate in the Southwest Quarter of Section 24, the Northwest Quarter of Section 25 and the Northeast Quarter of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Morgan County, Utah. Being more particularly described as follows:

Beginning at a point which is South  $89^{\circ}43'35''$  East 886.30 feet along the section line and South  $00^{\circ}16'25''$  West 1238.89 feet from the Northwest Corner of said Section 25 and running thence:

North  $89^{\circ}43'47''$  East 60.00 feet;

thence South  $00^{\circ}16'13''$  East 402.58 feet;

thence Southeasterly 20.27 feet along the arc of a 15.00 feet-foot radius tangent curve to the left (center bears North  $89^{\circ}43'47''$  East and the long chord bears South  $38^{\circ}58'36''$  East 18.76 feet with a central angle of  $77^{\circ}24'45''$ ) to the northerly right-of-way line of Old Highway Road;

thence along said right-of-way line the following two (2) courses and distances:

- 1) westerly 69.11 feet along the arc of a 872.11-foot radius non-tangent curve to the left (center bears South  $04^{\circ}14'46''$  East and the long chord bears South  $83^{\circ}29'03''$  West 69.09 feet with a central angle of  $04^{\circ}32'24''$ );
- 2) South  $82^{\circ}40'32''$  West 16.33 feet;

thence northeasterly 21.72 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears North  $07^{\circ}19'28''$  West and the long chord bears North  $41^{\circ}12'07''$  East 19.87 feet with a central angle of  $82^{\circ}56'50''$ );

thence North  $00^{\circ}16'13''$  West 411.86 feet to the Point of Beginning.

Contains: 25,363 square feet or 0.582 acres.

