

13177-JCP

When Recorded Return to:

Discovery Development, L.L.C.,
67 South Main Street, #300
Layton, Utah 84041

Parcel: 12-065-0104

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into this 1st day of October, 2021 by and between Con L. Wilcox and Jerilyn Wilcox (collectively referred to as "**Grantee**") and Discovery Development, L.L.C., a Utah limited liability company ("**Discovery Development**") ("**Grantor**")

WHEREAS, Grantor owns certain real property located in Davis County, Utah as more particularly described on attached Exhibit "A" (the "**Grantor Property**"); and

WHEREAS, Grantee owns certain real property adjacent to the Grantor Property (the "**Grantee Property**"); and

WHEREAS, Grantor recently completed the purchase of the Grantor Property from Grantee and the Grantor Property still contains personal property for which Grantee would like to have;

WHEREAS, the parties desire to allow Grantee a certain period of time to remove the personal property located on the Grantor Property;

WHEREAS, Grantee, as seller, and Grantor, as buyer, are parties to that certain Real Estate Purchase Contract, dated July 30, 2020 and any amendment thereto (the "**Contract**") wherein Grantee will sell, and Grantor will buy, the Grantee Property.

WHEREAS the parties desire to enter into an agreement whereby Grantor will grant Grantee an easement over and across the Grantor Property for the purpose of removing personal property, farm equipment, barns and sheds from the Grantor Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Personal Property. Grantee shall be entitled to remove and possess any personal property remaining on the Grantor Property at the time Grantor completed the purchase of the Grantor Property from Grantee. The personal property shall include, but not necessarily limited to, personal property, farm equipment, barns and sheds (collectively referred to as the "**Personal Property**").

2. Grant of Easement. Grantor hereby grants to Grantee, its agents, employees and contractors, a non-exclusive easement over and across the Grantor Property as necessary for Grantee to

be able to remove the Personal Property and for the ingress and egress of pedestrian and vehicles as reasonable necessary for the removal of the Personal Property.

3. Termination. This Agreement shall automatically terminate three (3) months after Grantor completes the purchase of the Grantee Property and any remaining Personal Property left on the Grantor Property at the time this Agreement terminates shall belong to Grantor.

4. No Barriers. The parties agree that they shall not place any walls, fences or barriers of any kind whatsoever on the Grantor Property which shall prevent or impair free access and movement across the Grantor Property and interfere with Grantee's ability to remove the Personal Property.

5. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purposes whatsoever. The right of the public or any person to make any use whatsoever of the Grantor Property or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to Grantor's control. Notwithstanding any other provisions contained herein to the contrary, Grantor may periodically restrict ingress and egress from the Grantor Property in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties.

6. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and are binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Successors. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assign

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DISCOVERY DEVELOPMENT, L.L.C.,
a Utah limited liability company

By: [Signature]
Name: Carter Owens
Title: CFO

STATE OF UTAH
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 1st day of October, 2021 by CARTER OWENS as manager for Discovery Development, L.L.C.
C.F.O.

[Signature]
Notary Public

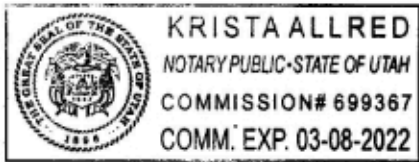


By: [Signature]
Con L. Wilcox

By: [Signature]
Jerilyn Wilcox

STATE OF UTAH
COUNTY OF DAVIS

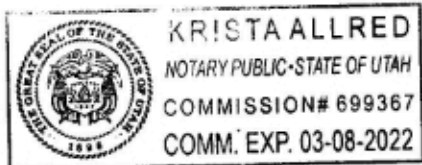
The foregoing instrument was acknowledged before me this 2ND day of OCTOBER, 2021 by
Con L. Wilcox.



[Signature]
Notary Public

STATE OF UTAH
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 2ND day of OCTOBER, 2021 by
Jerilyn Wilcox.



[Signature]
Notary Public

EXHIBIT "A"
Grantor Property

A parcel of land, situate in the Southwest Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North 00°07'41" East 1279.79 feet along the section line (NAD83 Bearing being N 0°28'00" East between the Southwest Corner and the West Quarter Corner of said Section 11, per the Davis County Township Reference Plat) and South 89°52'19" East 194.62 feet from the Southwest Corner of said Section 11 and running thence:

North 00°07'41" East 92.43 feet;
thence North 88°18'00" East 142.20 feet;
thence North 00°07'41" East 55.32 feet;
thence North 89°32'25" East 158.16 feet;
thence South 27°09'00" East 91.16 feet;
thence South 36°41'00" East 96.04 feet;
thence North 89°52'19" West 258.23 feet;
thence North 00°07'41" East 4.00 feet;
thence North 89°52'19" West 141.38 feet to the Point of Beginning.

Contains: 45,426 square feet or 1.043 acres.