



W2911890

Recording Requested by:
C&N INVESTMENT PROPERTIES, LLC

E# 2911890 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
27-Mar-18 1108 AM FEE \$24.00 DEP TN
REC FOR: FOUNDERS TITLE COMPANY - LAYTON
ELECTRONICALLY RECORDED

When Recorded Mail To:
FORSYTH LEGAL
Attn: Ryan Forsyth
1835 South Highway 89
Perry, UT 84302

Space Above for Recorder's Use

17-023464

ACCESS, UTILITIES, AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT (the "Agreement") is made this 1st day of March, 2018, by and between MARVIN BARKER INVESTMENT COMPANY, LLC a Utah Limited Liability Company ("Barker's"), and LEADING TECH CONSTRUCTION, LLC, a Utah limited liability company, ("LTC"), and C&N INVESTMENT PROPERTIES, LLC., a Utah limited liability company, ("C&N"). LTC and C&N shall hereinafter be referred to collectively as the "Developer."

RECITALS

A. Barker's are the fee owner of that certain property located in North Ogden, Weber county, state of Utah, which is more fully described in Exhibit "A", attached hereto ("Barker's Parcels").

B. Developer is the fee owner of that certain property located in North Ogden, Weber county, state of Utah, which is more fully described in Exhibit "B", attached hereto ("Developer Parcel").

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

1. Grant of Access Easement. Barkers hereby grant to Developer for the benefit of Developer, its customers, invitees, employees, tenant and agents a non-exclusive access easement on, over and across the Common Areas (as that term is defined below), as they may exist from time to time, of Barker's Parcels for the purpose of providing access for vehicles and pedestrians over the roads, traffic lanes and driveways on the Barker's Parcels and the Developer Parcel. This specifically includes an easement on, and under, the future 300 East extension as laid out on the attached site plan. Barker's hereby declare that upon completion of the 300 East extension, the improved road and the property on which it is constructed shall be dedicated to the City of North Ogden, but until that point, Developer shall have a perpetual cross access easement over, under, and across the 300 East extension.

2. Grant of Parking Easement. Barkers hereby grant and convey to Developer for the benefit of Developer, its customers, employees, tenants, agents and invitees, a nonexclusive easement for parking of motor vehicles.

3. Grand of Utility Easement. Barkers hereby grant and convey to Developer for the Benefit of Developer, a Utility Easement for the placement of any utilities under the future 300 East extension.

4. Construction Easement. Barkers hereby grant and convey to Developer for the benefit of Developer, its customers, employees, tenants, agents and invitees, an easement for the construction of the O'Reilly parcel, the 300 East extension, any necessary utilities, signage, etc. Developer shall have the right to stage materials on and cross over Barker's remaining parcels as necessary to complete the construction.

3. Common Area. The Common Area is hereby defined as any portion of the parcels on which buildings and improvements are not located. Each party may configure and use the Common Areas on their respective parcels at their sole discretion.

4. Indemnification. Barkers and its respective officers, directors, agents, employees and invitees shall not be liable for any loss, claim or damage to persons or property resulting from the use of the Access or Parking Easements by Developer, its employees, customers, clients, agents, contractors, subcontractors and public invitees. Developer agrees to protect, defend, indemnify and hold Barkers, and its officers, directors, agents, employees, and invites from and against any and all claims and all costs, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death or any accident, injury, loss or damage whatsoever caused to any natural person, or to the property of any person, which shall occur in or about the Barker's Parcels resulting from the exercise by Developer of its employees, customers, clients contractors, subcontractors and public invitees of the Access or Parking Easement rights granted under this Agreement.

5. Insurance. Developer shall provide and maintain commercial general liability insurance affording protection to Barkers and naming Barkers as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance may be a part of blanket liability coverage carried by the party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

6. Duration. The easements and covenants described herein shall continue in perpetuity from the date of execution of this Agreement and continuing thereafter until terminated by a recorded document, executed, acknowledged and filed for record by the record title owners of all parcels.

7. Mediation. All disputes arising hereunder shall be resolved first by mediation, with a mediator to be agreed upon by the parties. Any disputes that cannot be resolved by mediation shall be resolved by a bench trial in a court of competent jurisdiction. To the fullest extent allowed by law, the parties hereby waive their right to a jury trial

Marvin Barker Investment Company, LLC.,
an ~~Ohio~~ corporation

By: Julie B. Farr
Its: Manager

STATE OF UTAH)
)
COUNTY OF DAVIS)

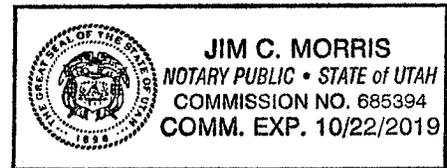
ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that JULIE B. FARR
the MANAGER of MARVIN BARKER INVESTMENT COMPANY, LLC.
appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 1ST day of MARCH, 2018.

J. C. Morris
Notary Public for the State of UTAH
My Commission expires: 10-22-19

[SEAL



LEADING TECH CONSTRUCTION, LLC,
a Utah limited liability company

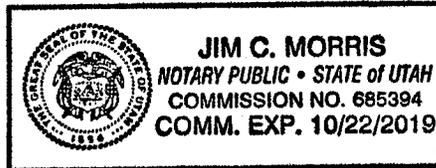
By: *Christian Forsyth*
Its: manager

STATE OF UTAH)
)
COUNTY OF DAVIS) ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that CHRISTIAN FORSYTH
the MANAGER of Leading Technology Development, LLC, a Utah limited
liability company, appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and seal this 15th day of MARCH, 2018.

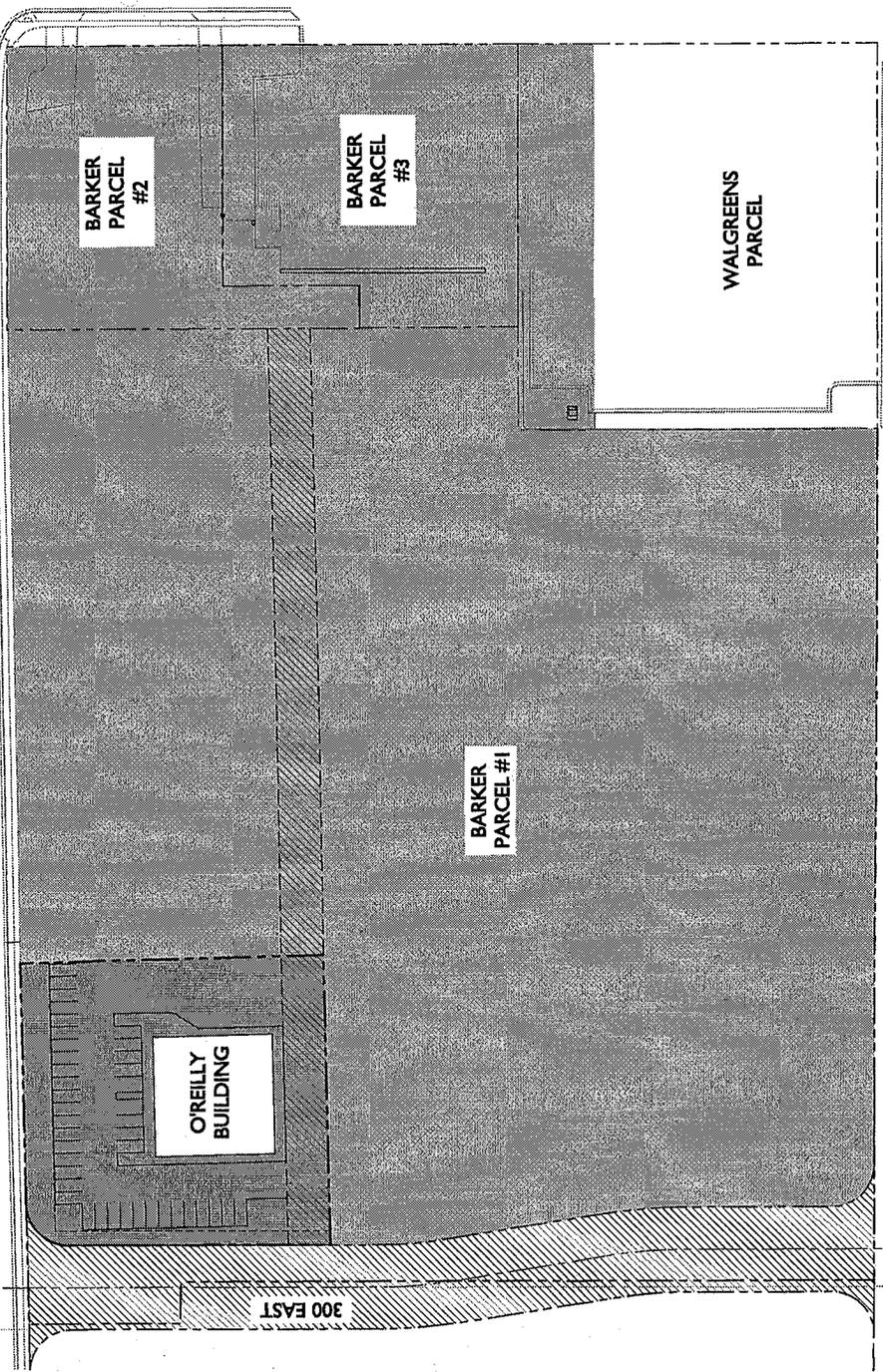
Jim C. Morris
Notary Public for the State of UTAH
My Commission expires: 10-22-19
[SEAL



LEGEND

- SUBJECT PROPERTY BOUNDARY
- - - LOT LINE
- █ CROSS ACCESS / CROSS PARK EASEMENTS ON BARKER PROPERTY
- █ CROSS ACCESS EASEMENTS ON DEVELOPER PROPERTY
- ▨ CROSS ACCESS / PARK / UTILITY EASEMENTS

2600 NORTH



300 EAST

PROPERTY EXHIBIT
NORTH OGDEN, UT

FEBRUARY 28, 2018

Kimley»Horn

Exhibit "A"

PART OF LOTS 15, 16, 47 AND 48, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT NORTH 89D41'30" WEST 273.04 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 48; AND RUNNING THENCE NORTH 89D41'30" WEST 604.46 FEET TO GEORGE I ALVORD PROPERTY, THENCE NORTH 0D15' EAST 492.1 FEET, THENCE NORTH 89D45' WEST 30 FEET, THENCE NORTH 0D15' EAST 124.77 FEET, MORE OR LESS, TO THE SOUTH LINE OF 2600 NORTH STREET; THENCE NORTH 88D51'10" EAST 700.47 FEET, MORE OR LESS, TO THE NORTH OGDEN CITY LIMITS LINE; THENCE SOUTH 0D15' WEST 363.18 FEET, THENCE NORTH 89D45'00" WEST 73.04 FEET, THENCE SOUTH 0D15'00" WEST 254.41 FEET, TO BEGINNING.

18-049 - 0023

0024

A parcel of land located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point on the North right-of-way line of 2600 North Street said point being North 89°43'42" West 211.75 feet and South 88°51'10" West 424.60 feet along the centerline of 2600 North Street and South 0°16'27" East 55.00 feet from the Intersection of 2600 North Street and Washington Boulevard, said intersection location being North 0°15'00" East 6,159.68 feet along the centerline of Washington Boulevard, from the brass cap monument located at the intersection of said Washington Boulevard and 1700 North Street and South 0°15'00" West 2406.45 feet along the centerline of Washington Boulevard, from the brass cap monument located at the intersection of said Washington Boulevard and Elberta drive and running;

Thence South 88°51'10" West 186.96 feet along the North right-of-way line of said 2600 North Street to the East line of 300 East Street;

Thence along the said east right-of-way line of 300 East street the following two courses: 46.35 feet along the arc of a 30.00 foot radius curve to the left through a central angle of 88°31'27" (Long Chord Bears South 44°35'26" West 41.88 feet), South 0°19'43" West 170.83 feet;

Thence North 88°51'10" East 221.23 feet;

Thence North 01°06'46" West 200.00 feet to the point of beginning.

Parcel contains 43,560 sq. ft. or 1.00 acres

Exhibit "B"

A parcel of land located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point on the North right-of-way line of 2600 North Street said point being North $89^{\circ}43'42''$ West 211.75 feet and South $88^{\circ}51'10''$ West 424.60 feet along the centerline of 2600 North Street and South $0^{\circ}16'27''$ East 55.00 feet from the Intersection of 2600 North Street and Washington Boulevard, said intersection location being North $0^{\circ}15'00''$ East 6,159.68 feet along the centerline of Washington Boulevard, from the brass cap monument located at the intersection of said Washington Boulevard and 1700 North Street and South $0^{\circ}15'00''$ West 2406.45 feet along the centerline of Washington Boulevard, from the brass cap monument located at the intersection of said Washington Boulevard and Elberta drive and running;

Thence South $88^{\circ}51'10''$ West 186.96 feet along the North right-of-way line of said 2600 North Street to the East line of 300 East Street;

Thence along the said east right-of-way line of 300 East street the following two courses: 46.35 feet along the arc of a 30.00 foot radius curve to the left through a central angle of $88^{\circ}31'27''$ (Long Chord Bears South $44^{\circ}35'26''$ West 41.88 feet), South $0^{\circ}19'43''$ West 170.83 feet;

Thence North $88^{\circ}51'10''$ East 221.23 feet;

Thence North $01^{\circ}06'46''$ West 200.00 feet to the point of beginning.

Parcel contains 43,560 sq. ft. or 1.00 acres

18-049-0023