

After Recording, Return To:
Brett N. Anderson
Blackburn & Stoll, LC
257 E. 200 S., Suite 800
Salt Lake City, UT 84111

ACCESS AND UTILITIES EASEMENT AGREEMENT

(Subject to Relocation and/or Termination)

This Access and Utilities Easement Agreement (Subject to Relocation and/or Termination) (this "Agreement") is entered into this ___ day of July 2021, by and between Saratoga 262 Partners LLC, a Utah limited liability company ("Grantor"), whose address is 10771 S Rippling Bay, South Jordan, UT 84009, and Alma E. and Ethel B. Rushton Family Company, LLC (f/k/a Alma E. and Ethel B. Rushton Family Partnership) ("Grantee"), whose address is 4441 South 5400 West, West Valley City, Utah 84120, with respect to the following.

RECITALS

A. Grantor is the owner of certain real property located in Utah County, Utah, the legal description of which is set forth in Exhibit "A" attached hereto (the "Grantor's Property").

B. Grantee is the owner of certain real property located in Utah County, Utah, the legal description of which is set forth in Exhibit "B" attached hereto (the "Grantee's Property"), which parcels are located adjacent to Grantor's Property. Grantor and Grantee are parties to a Real Estate Purchase Contract for Land (with Addenda 1 through 3), executed on November 19 and 20, 2020 (the "REPC"), pursuant to which the Grantor has purchased the Grantor's Property from the Grantee, and pursuant to which the Grantor has also agreed to purchase the Grantee's Property.

C. The parties desire to enter into this Agreement, for the purposes of establishing easements to provide rights of way for ingress and egress to Grantee over portions of Grantor's Property, and easements for the construction, location, repair and maintenance of utilities and related facilities on, under and over portions of Grantor's Property, for the use and benefit of Grantee's Property, upon the following terms and conditions.

TERMS AND CONDITIONS

1. Establishment of Grantee's Easements. For the sum of Ten Dollars (\$10.00), and in consideration of the covenants and agreements stated herein, Grantor hereby conveys and grants

to Grantee, its heirs, successors, and assigns, the following non-exclusive easements and rights of way (collectively, the "Grantee Easements"), for the use and benefit of the Grantee's Property:

A. For Access. A non-exclusive easement and right of way over and across the property described in Exhibit "C" attached hereto (being portions of the Grantor's Property), for ingress and egress to and from the Grantee's Property (the "Access Easements"). A map depicting the location of the Access Easements is attached hereto as Exhibit "D."

B. For Utilities. A non-exclusive easement for the installation and maintenance of utilities, over, across, and under the property described in Exhibit "C" attached hereto, also depicted in the map attached hereto as Exhibit "D" (the "Utilities Easements").

2. Uses.

A. Access Easements. The Access Easements may be used by Grantee for legal and practical access to Grantor's Property so that Grantee may install, construct, and maintain utility lines and all necessary appurtenances to provide power, water, sewer, and gas to all portions of Grantee's Property. The easements will be limited to locations for public roads and utility easements to be shown in Exhibit D, and shall be sufficient in nature, size and width, in the parties' reasonable judgment, to permit legal and practical access to the Grantee's Property, as well as to permit installation of utilities intended to serve Grantee's Property as though developed as a residential subdivision under existing municipal standards.

B. Utilities Easements. The Utilities Easements may be used by Grantee for the construction, location, repair and maintenance of utilities servicing the Grantee's Property, or any portion thereof, as well as parcels of property adjacent to Grantee's Property (pursuant to the provisions of Paragraph 3 below). Prior to installing any utilities: (1) Grantee shall provide to Grantor plans, drawings and specifications detailing the proposed work and any remediation or restoration work; (2) upon receipt of such plans, drawings and specifications, Grantor shall have fifteen (15) days to approve or reject the same, provided however, that Grantor's approval shall not be unreasonably withheld; and (3) Grantee shall obtain all necessary governmental permits and authorizations for the proposed work. Any installation of utilities and associated work shall be done at the sole expense of Grantee.

C. Temporary Easements for Construction or Repair. Grantee or its agents shall also have the right to temporarily occupy and use property adjacent to the Grantee Easements for construction and related purposes; provided, that Grantee shall remediate and restore any damage to said adjacent property at Grantee's sole expense. Any such temporary occupancy and use shall be subject to the prior approval of Grantor, provided however, that Grantor's approval shall not be unreasonably withheld.

D. Timely Construction of Improvements. Upon Grantee commencing construction of any improvements on the Grantee Easements, Grantee shall promptly complete the construction of such improvements and shall not delay construction in any manner that would unreasonably interfere with the development of Grantor's Property. If Grantee is in default under this Paragraph 2(D) and has failed to cure such default within 30 days after receipt of written notice from Grantor,

then, in addition to any other remedies available at law or equity, Grantor may take over the construction of the improvements on the Grantee Easements and charge Grantee for the costs of completing such improvements.

3. Grantee Easement Perpetual; Transferability. Subject to the provisions of Paragraphs 4 and 5 hereof, the Easements granted herein shall be perpetual. The Easements shall be transferable to multiple purchasers or successive owners of all or any portion of the Grantee's Property. Grantee may grant to one or more owners of parcels adjacent to Grantee's Property, the right to use or make use of the Easements for the purpose of providing utilities or access to or from said adjacent parcels; provided, however, no owner of any adjacent parcel shall have any rights therein until Grantee expressly grants such rights.

4. Relocation of Grantee Easements. Grantor agrees, for itself and its successors and assigns, that any subdivision plat recorded with respect to all or any portion of the Grantor's Property on which the Easements are located shall recognize and provide for the Easements. At the option of Grantor, in connection with and at the time of recording of a final subdivision plat, the Easements provided for in this Agreement may be relocated, in whole or in part, to a dedicated street or streets and/or to dedicated public utilities easements, or other portions of the Grantor's Property, so long as the Easements, as relocated, are sufficient in size, width, and location to permit access to and from, and the installation of utilities to serve the Grantee's Property as though it were developed as a residential subdivision under then existing municipal standards. If improvements have been installed within the Easements by Grantee, then Grantor shall, at Grantor's cost, reconstruct or provide replacement facilities for such improvements within the relocated Easements. Upon Grantor properly relocating the Easements pursuant to this Paragraph, the parties shall promptly execute and record an amendment to this Agreement to reflect the new location of the Easements.

Provided that the purposes of the Easements are sufficiently met through dedicated easements as part of a recorded subdivision plat, then Grantee agrees that the Easements created by this Agreement shall automatically terminate as of the date of recording and be of no further force or effect and Grantee will promptly execute any additional documents necessary to terminate the same.

5. Termination; Dedication to City. In the event the Grantor purchases the Grantee's Property within twelve (12) months of the date of Grantor's purchase of Grantor's Property, then this Agreement and the Easements shall automatically terminate and Grantee shall cooperate with Grantor and promptly execute any additional documents necessary to terminate the same. This provision is not, however, intended to change any deadlines provided in the REPC.

At the request of the Grantee, Grantor agrees to join in and dedicate the Easements, or any portion thereof, to an appropriate municipal authority, provided that: (i) the plans for the final routing of any roads and installation utilities has been approved by Grantor (which approval shall not be unreasonably withheld); and (ii) such dedication has been approved and accepted by such municipal authority.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain in good order and condition and repair any improvements installed by Grantee within the Grantee Easements.

7. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents. Any such liens shall be released of record within thirty (30) days of recording.

8. Grantor's Disclaimer. Grantee, for itself and its successors and assigns, acknowledges that Grantor has not made any representation regarding the suitability of the property upon which the Grantee Easements will be located for the purposes intended by Grantee, and further acknowledges that Grantee is relying solely upon its own investigations and/or the investigations of its professionals regarding the proposed use of such property.

9. Indemnity. Grantee, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless Grantor, and its successors and assigns, from and against any and all liability, claims, demands, and causes of action of whatever nature arising in connection with the Grantee's use of the Easements, including without limitation, the construction and maintenance of roads (or other improvements) or installation and maintenance of utilities thereon, except that this obligation shall not extend to claims based upon the negligent or intentional acts of Grantor, or its successors or assigns. This indemnity provision shall continue notwithstanding the termination or abandonment of the Easements.

10. Right to Connect. Grantor shall have the right to connect to the sewer line and any other utilities installed by Grantee in the Utilities Easements; provided, however, that Grantor shall only connect to said sewer line or other utilities so long as such connections do not unreasonably impair the use of the easement and installed utility lines for Grantee's Property. Any such connections by Grantor shall be made at Grantor's expense and in accordance with all applicable municipal regulations.

11. Enforcement. In the event of default hereunder, the defaulting party agrees to pay reasonable attorneys' fees incurred in connection with enforcing this Agreement or securing any remedy available hereunder, whether or not such legal action is commenced.

12. Miscellaneous. Each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Grantor and Grantee, their successors and assigns, and any person acquiring or owning an interest in the Grantor's Property or the Grantee's Property, and their assigns, heirs, executors, administrators, devisees, and successors. Notwithstanding the foregoing, neither Grantor nor Grantee, nor their successors or assigns, shall have any personal obligations or duties hereunder on account of events occurring or obligations arising after such party transfers its interest, respectively, in the Grantor's or Grantee's Property.

13. No Public Use/Dedication. Except to the extent hereafter expressly dedicated to public use, Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein in favor of Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

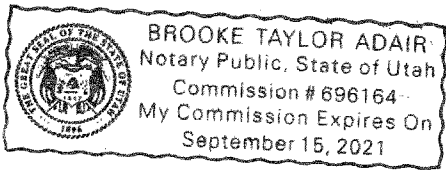
GRANTOR

SARATOGA 262 PARTNERS LLC, a Utah limited liability company

By: [Signature]
Name: Larry Myler
Title: manager

STATE OF UTAH)
 :SS
COUNTY OF SALE LAKE)

The foregoing instrument was acknowledged before me this 12 Day of July, 2021, by LARRY MYLER, the MANAGER of Saratoga 262 Partners LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC

GRANTEE

ALMA E. AND ETHEL B. RUSHTON FAMILY COMPANY, LLC (f/k/a Alma E. and Ethel B. Rushton Family Partnership), a Utah limited liability company

<SEE COUNTERPART>

By: [Signature]
Name: Terry L. Rushton
Title: Manager

13. No Public Use/Dedication. Except to the extent hereafter expressly dedicated to public use, Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein in favor of Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

GRANTOR

<SEE COUNTERPART>

SARATOGA 262 PARTNERS LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :SS
COUNTY OF SALE LAKE)

The foregoing instrument was acknowledged before me this ____ Day of July, 2021, by _____, the _____ of Saratoga 262 Partners LLC, a Utah limited liability company.

NOTARY PUBLIC

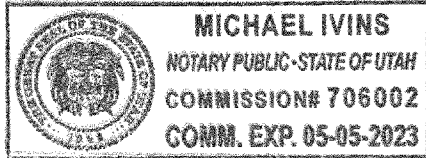
GRANTEE

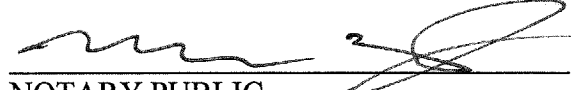
ALMA E. AND ETHEL B. RUSHTON FAMILY COMPANY, LLC (f/k/a Alma E. and Ethel B. Rushton Family Partnership), a Utah limited liability company

By: Terry L. Rushton
Name: Terry L. Rushton
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALE LAKE)

The foregoing instrument was acknowledged before me this 2 Day of July, 2021, by Terry L. Rushton, the Manager of Alma E. and Ethel B. Rushton Family Company, LLC, a Utah limited liability company.





NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Land located in Utah County, Utah:

Parcel 2: [58-041-0238]

The Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

Less and excepting:

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the quarter section line 1941.72 feet from the West 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 761.26 feet to the center of said Section 34, also being the Northwest Corner of The Benches Plat 10 Subdivision; thence South 0°23'55" East along the quarter section line 1702.33 feet; thence West 773.11 feet; thence North 1704.48 feet to the point of beginning.

Also, less and excepting:

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the Quarter Section Line 1047.92 feet from the West 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 893.80 feet; thence South 1704.48 feet; thence West 893.80 feet; thence North 1707.05 feet to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Land located in Utah County, Utah:

Parcel 1: [58-041-0021]

The Southeast Quarter of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT C**LEGAL DESCRIPTION OF ACCESS AND UTILITIES EASEMENTS**Aspen Drive Easement

A 59.00 foot easement for ingress and egress and for the installation and maintenance of underground utilities being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows: Beginning at a point on the east line of grantors property which is 1047.92 feet South 89°50'07" East along the quarter section line and 160.00 feet SOUTH from the West quarter corner of said Section 34; running thence South 89°59'27" West 1049.30 feet to the west line of said grantors property; thence North 0°29'13" East 59.00 feet along said west line; thence North 89°59'27" East 1048.80 feet to said east line of grantors property; thence SOUTH 59.00 feet along said east line to the point of beginning.

Contains: 61,894 sq. ft. or 1.421 acres, more or less.

Fallow Drive Easement

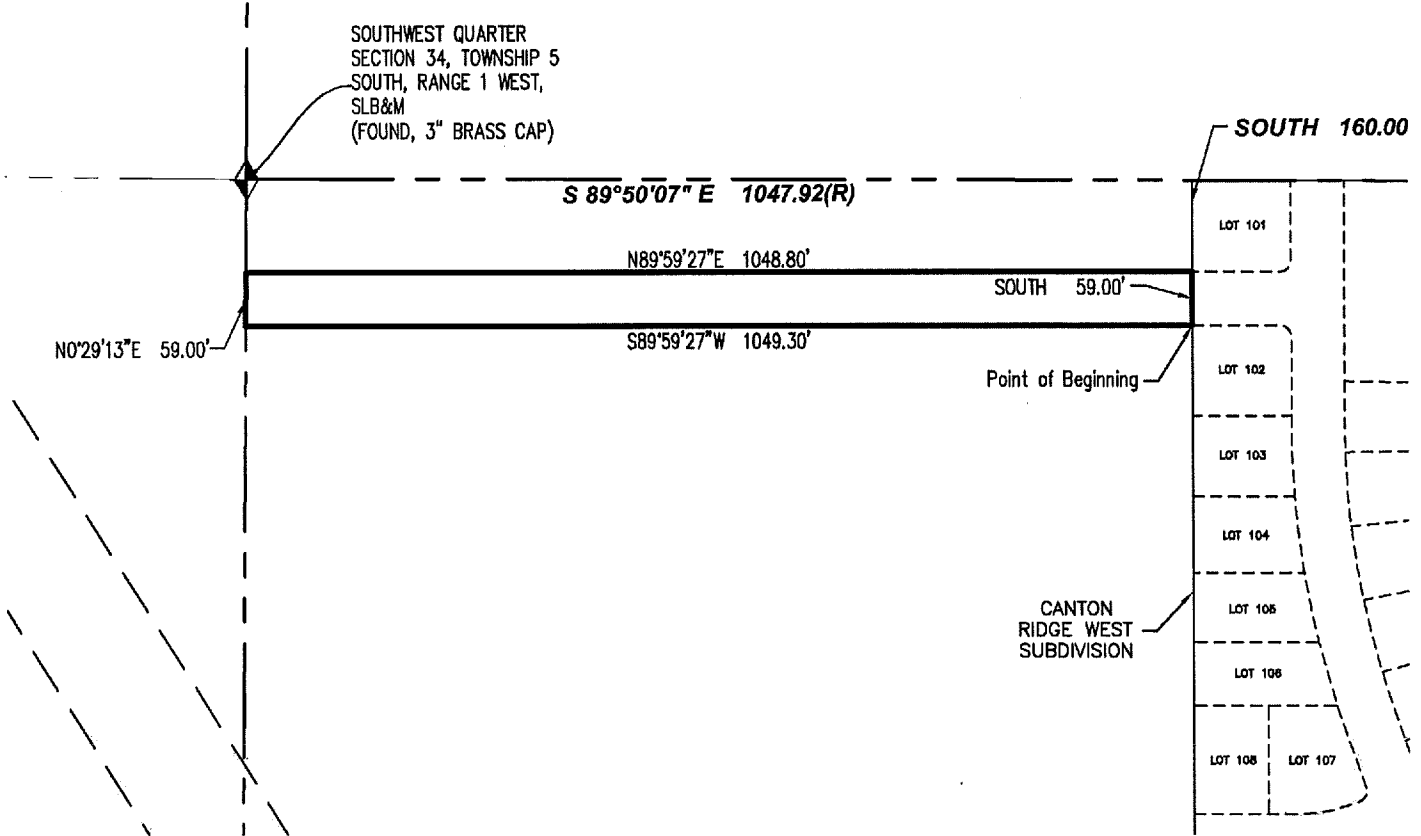
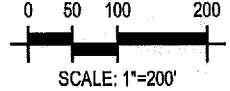
A 59.00 foot easement for ingress and egress and for the installation and maintenance of underground utilities being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows: Beginning at a point on the east line of grantors property which is 1047.92 feet South 89°50'07" East along the quarter section line and 1314.14 feet SOUTH from the West quarter corner of said Section 34; running thence WEST 109.33 feet to a point of curvature; thence southwesterly along the arc of a 270.50 foot radius curve to the left a distance of 145.96 feet (central angle equals 30°55'01" and long chord bears South 74°32'30" West 144.20 feet); thence South 59°04'59" West 826.80 feet to a point of curvature; thence southwesterly along the arc of a 629.50 foot radius curve to the right a distance of 117.50 feet (central angle equals 10°41'40" and long chord bears South 64°25'50" West 117.33 feet) to a non-tangent point on the west line of said grantors property; thence North 0°29'13" East 63.55 feet along said west line to a non-tangent point on a curve; thence northeasterly along the arc of a 570.50 foot radius curve to the left a distance of 84.01 feet (central angle equals 8°26'13" and long chord bears North 63°18'06" East 83.93 feet, bearing to center equals North 22°28'47" West); thence North 59°04'59" East 826.80 feet to a point of curvature; thence northeasterly along the arc of a 329.50 foot radius curve to the right a distance of 177.80 feet (central angle equals 30°55'01" and long chord bears North 74°32'30" East 175.65 feet); thence EAST 109.33 feet to said east line of grantors property; thence SOUTH 59.00 feet along said east line to the point of beginning.

Contains: 70,729 sq. ft. or 1.624 acres, more or less.

EXHIBIT D

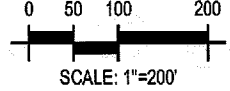
MAP DEPICTING LOCATIONS OF ACCESS AND UTILITIES EASEMENTS



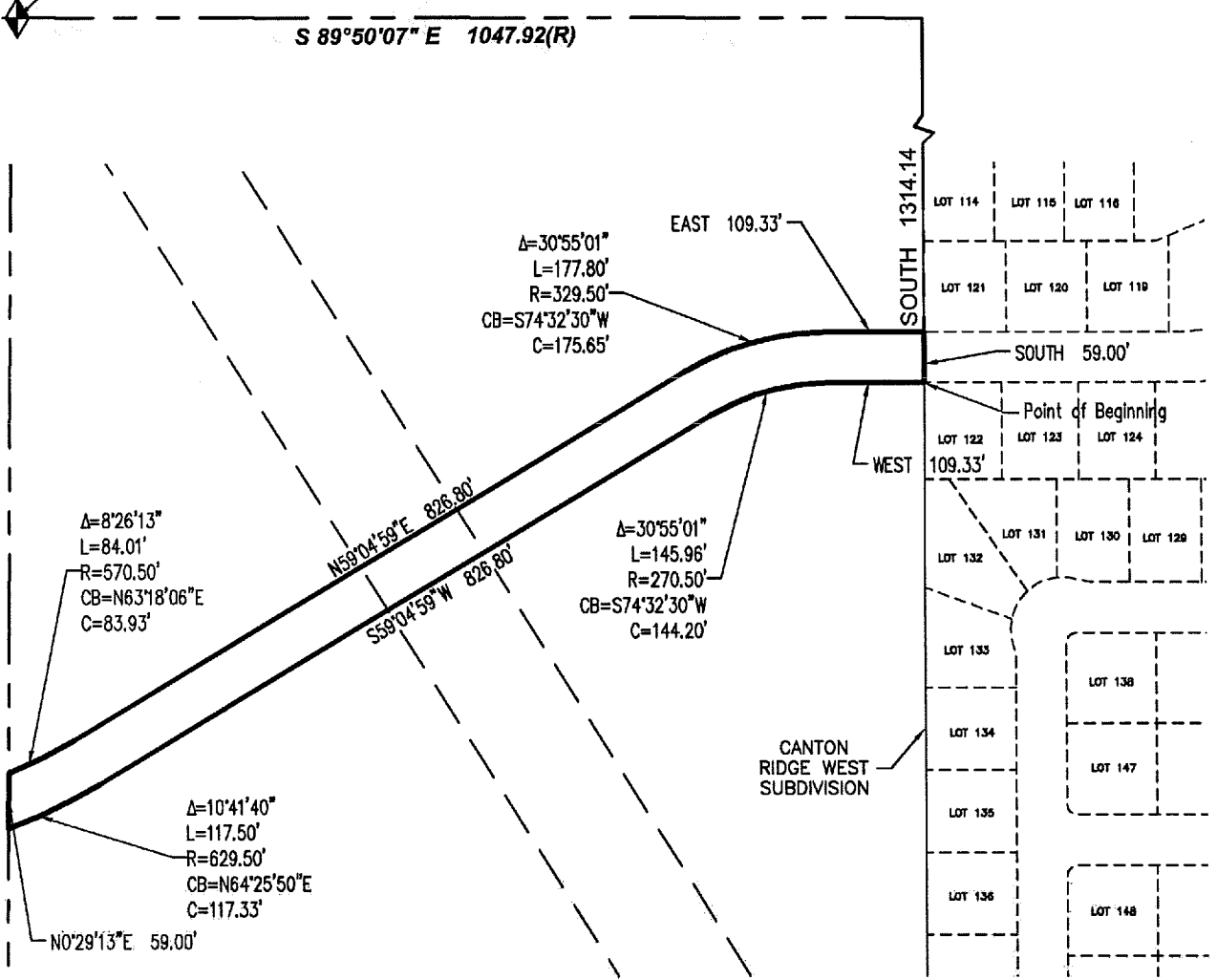


NOTE:
THIS IS NOT A RECORD OF SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

<p>EXHIBIT 'A'</p> <p>EASEMENT FOR EXTENSION OF ASPEN DRIVE</p> <p>SARATOGA SPRINGS CITY, UTAH COUNTY STATE OF UTAH</p>	<table border="1"> <thead> <tr> <th>#</th> <th>Date</th> <th>Issue / Description</th> <th>Init.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	#	Date	Issue / Description	Init.																	<p>515 South 700 East, Suite 3F Salt Lake City, UT 84102 801.953.1357 GallowayUS.com</p>	<p>Project No: PGM000005.10</p> <p>Drawn By: TJK</p> <p>Checked By: JRA</p> <p>Date: 06/23/21</p>
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<p>THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.</p>		<p>1 OF 1</p>																					



SOUTHWEST QUARTER
SECTION 34, TOWNSHIP 5
SOUTH, RANGE 1 WEST,
SLB&M
(FOUND, 3" BRASS CAP)



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TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

EXHIBIT 'A'
EASEMENT FOR EXTENSION OF
FALLOW DRIVE
SARATOGA SPRINGS CITY, UTAH COUNTY
STATE OF UTAH

#	Date	Issue / Description	Init.

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Galloway

515 South 700 East, Suite 3F
Salt Lake City, UT 84102
801.953.1357
GallowayUS.com

Project No:	PGM000005.10
Drawn By:	TJK
Checked By:	JRA
Date:	06/23/21
1 OF 1	