

When Recorded, Mail To:

CW The Quinci QOZB, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Tax Parcel Nos.: 15-10-327-001 & 15-10-327-002

(Space Above for Recorder's Use Only)

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date, by and between Dawson Place, LLC, a Utah limited liability company ("**Dawson Place**") and CW The Quinci QOZB, LLC, a Utah limited liability company ("**CW The Quinci**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. Dawson Place is the fee simple owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Dawson Place Property**").

B. CW The Quinci is the fee simple owner of that certain parcel of real property adjacent to and North of the Dawson Place Property as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Quinci Property**" and together with the Dawson Place Property, the "**Properties**").

C. Dawson Place desires to obtain from CW The Quinci and CW The Quinci desires to grant to Dawson Place a storm drain easement for the discharge of water runoff from the Dawson Place Property on, over, across, under, and through a portion of the Quinci Property as further set forth herein (the "**Easement Area**"). The Easement Area is further described and graphically depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference.

D. The Parties desire to establish their respective rights duties and obligations with respect to the easement as further set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and following exhibits are true and correct and are incorporated herein by this reference.

2. Grant and Purpose of Easement. CW The Quinci does hereby convey, without warranty, unto Dawson Place, for the benefit of Dawson Place, a non-exclusive easement on, over, across, under, and through the Easement Area for the purpose of allowing storm water runoff originating on the Dawson Place Property on and into the storm drain infrastructure constructed on the Quinci Property in amounts not to exceed historic rates of flow of such storm water runoff (the "**Easement**"). Dawson Place accepts the condition of the Easement and Easement Area and storm drain infrastructure constructed thereon and therein in their "as-is" condition. By executing where provided for below, Dawson Place expressly waives and releases Quinci from any and all obligations, damages, costs, expenses, fees, fines, penalties, claims, or other similar liabilities relating to the purpose of this easement, and the condition of the storm drain infrastructure constructed on and in the Quinci Property.

3. Maintenance. CW The Quinci, or the Quinci Property's owners' association (the "**Association**") will maintain, repair, and replace the storm drain infrastructure in good operational order and condition and in compliance with all applicable laws and the terms and conditions of this Agreement, free and clear of any liens and monetary encumbrances.

4. Non-Exclusive Easements. The Easement granted herein is non-exclusive, and CW The Quinci reserves unto itself and its successors and assigns, the right to use, pass and repass over and upon the Easement Area in any manner that is consistent with the purpose of the Easement granted herein.

5. Indemnification. Dawson Place agrees to defend, indemnify and hold harmless CW The Quinci 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 Dawson Place's, or its successors, assigns, contractors, employees, and any third-party exercising any and all rights, duties, or obligations contained herein.

6. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

7. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of the Parties, and their respective successors and assigns, and shall run with title to the Quinci Property, and the Easement Area, as described on **Exhibit "B"**, until

such time as this Agreement is terminated by a written instrument executed by the Parties and recorded in the Public Records of Salt Lake County, Utah.

8. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

9. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

10. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

11. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

12. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Dawson Place has executed this Agreement as of the Effective Date.

DAWSON PLACE
DAWSON PLACE, LLC,
a Utah limited liability company

By: 

Name: TYLER S. MCARTHUR

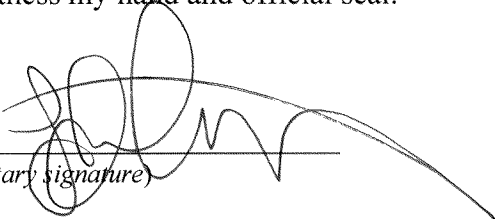
Title: MANAGER

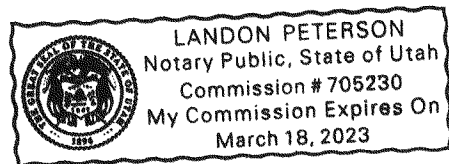
Date: 9.9.22

State of Utah)
)
County of DAVIS)

On this 9 day of September, 2022, before me personally appeared TYLER MCARTHUR whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that she / he is the Manager of Dawson Place, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as Manager.

Witness my hand and official seal.


(notary signature)



(seal)

IN WITNESS WHEREOF, the CW The Quinci has executed this Agreement as of the Effective Date.

CW THE QUINCI

CW THE QUINCI QOZB, LLC,
a Utah limited liability company

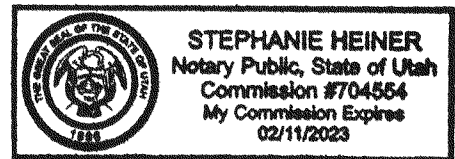
By: [Signature]
Name: Tom Hill
Title: Authorized Person
"Effective Date": 9-12-22

State of Utah)
 §
County of Davis)

On this 12 day of SEPTEMBER, 2022, before me personally appeared Tom Hill whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that she / he is the Authorized Person of CW THE QUINCI QOZB, LLC, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as Authorized Person

Witness my hand and official seal.

[Signature]
(notary signature)



(seal)

EXHIBIT "A"
(PROPERTIES)

Parcel Number 15-10-327-002 (for reference purposes only)

BEG N 1320 FT & 50 FT 2 FR SE COR OF SW ¼ OF SEC 10, T1S, R1W, S L M; N 132 FT; W 610 FT; S 132 FT; E 610 FT TO BEG.

Parcel Number 15-10-327-001 (for reference purposes only)

ALL OF PARCEL 15103270010000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°10'02"E 1455.63 FEET AND N89°49'58"W 41.76 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10 (SAID SOUTH QUARTER CORNER OF SECTION 10 BEING S00°10'02"W 5304.16 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10); THENCE S89°45'13"W 609.99 FEET; THENCE N00°03'08"W 263.81 FEET; THENCE N89°44'48"E 609.99 FEET; THENCE S00°03'08"E 263.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 160,944 SQUARE FEET OR 3.695 ACRES MORE OR LESS.

EXHIBIT "B"
(DRIVE AISLE and EASEMENT AREA)

A Portion of Parcel Number 15-10-327-001 (for reference purposes only)

CW The Quinci Property

THE SOUTHERLY 15 FEET OF PARCEL 15103270010000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°03'08"W ALONG THE CENTERLINE OF REDWOOD ROAD, 1455.82 FEET AND S89°56'52"W 50.00 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD (SAID MONUMENT BEING S00°03'08"E 3575.90 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD) THENCE S89°45'13"W ALONG THE SOUTHERLY LINE OF SAID PARCEL 15103270010000, 609.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 15103270010000; THENCE N00°03'08"W 15.00 FEET; THENCE N89°45'13"E 609.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE S00°03'08"E 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,150 SQUARE FEET OR 0.210 ACRES MORE OR LESS.

