

WHEN RECORDED, RETURN TO:

CW The Ivy, LLC
610 North 800 West
Centerville, Utah 84014
Attn: Chase Freebairn

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is entered into to be effective as of the 4th day of November, 2024, by and between CW The Ivy, LLC (“**CW**”), a Utah limited liability company, and Investment Decision Corporation, a Utah corporation (“**IDC**”). CW and IDC may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, IDC is the owner of a certain piece of land (the “**Easement Area**”) which is legally described in Exhibit “A”, attached hereto and made part hereof;

WHEREAS, CW is purchasing real property as reflected on Exhibit “B”, attached hereto and made part hereof (collectively the “**Benefitted Area**”);

WHEREAS, IDC and CW entered into that certain Purchase and Sale Agreement on or about June 5, 2024 (the “**PSA**”);

WHEREAS, in the PSA, IDC agreed to grant CW an emergency access easement across IDC’s property; and

WHEREAS, the Parties, in order to provide to the Benefitted Area the right to unrestricted vehicular access to and from, across, over, and onto the Easement Area;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties’ agree that the Easement Area and all present and future owners and occupants of the Easement Area shall be and hereby are subject to the easements and conditions hereinafter set forth in this Agreement, so that said Easement Area shall be maintained, kept, sold, and used in full compliance with and subject to this Agreement as follows:

1. **Grant of Easement.** IDC hereby grants, establishes, covenants and agrees that the Easement Area, and all present and future owners, tenants, agents, licensees, customers, employees, and contractors of the Easement Area, burdened by the following nonexclusive and perpetual easement which is hereby imposed on the Easement Area to the benefit of any and all present and future owners, tenants, agents, licensees, customers, employees, and contractors of the Benefitted Area:

An easement for unrestricted vehicular access to and from, across, over, and onto the Easement Area in the event of an emergency. No permanent fence or other barrier shall be erected or permitted within or across the easement, which would prevent or obstruct the passage of vehicular travel thereon. Notwithstanding the foregoing, IDC is permitted to install an emergency access gate with a 20' clear opening, locked with Key Access from Knox Box.

2. Maintenance. CW (and its respective heirs, successors, administrators, executors, personal representatives and assigns) covenants to keep and maintain at its sole cost and expense the emergency gate and lock box in good order, condition, and repair. IDC (and its respective heirs, successors, administrators, executors, personal representatives and assigns) covenants to keep and maintain at its sole cost and expense, the Easement Area, including, but not limited to, snow removal maintaining and repairing all surfaces, removing all debris and other refuse, and periodically sweeping the Easement Area to the extent necessary to maintain the same in a clean, safe, and orderly condition.

3. Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors, administrators, executors, personal representatives and assigns.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any real property or a portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

5. Amendments. This Agreement may be amended only by a written agreement signed by all of the then current owners of the Easement Area and the Benefitted Area and shall be effective only when recorded in Salt Lake County, Utah.

6. Remedies. In the event of a breach hereunder by either Party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and disbursements.

7. Mitigation of Damages. In all situations arising out of this Agreement, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

8. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement.

9. No Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

10. Term of this Agreement. This Agreement shall be effective as of the date this Agreement is first recorded and shall be perpetual. In the event this Agreement is terminated, upon termination, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

CW The Ivy, LLC
a Utah limited liability company

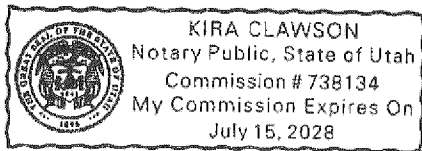
By: CW The Manager, LLC
Its: Manager

By: CW Development Group, LLC
Its: Manager

By: *Colin Wright*
Name: Colin Wright
Its: Manager

State of Utah)
) ss.
County of Davis)

On the 1st day of November, 2024, personally appeared before me Colin Wright who by me being duly sworn, did say that he is the Manager of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of CW The Ivy, LLC, and that the foregoing instrument is signed and executed with all proper authority.



Notary Public *Kira Clawson*

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**Investment Decision Corporation
a Utah Corporation**

By: Michael D. Blair
Signed with **Stavvy**
Name: Mike Blair
Its: President

State of Utah)
) ss.
County of Salt Lake)

On the 05 day of November, 2024, personally appeared before me Mike Blair who by me being duly sworn, did say that he is the President of Investment Decision Corporation and that the foregoing instrument is signed and executed with all proper authority

Notary Public Cortlund G. Ashton
Signed with **Stavvy**



Notarized remotely via audio/video communication using Stavvy

[SIGNATURES OCCUR ON FOLLOWING PAGE]

EXHIBIT A

EASEMENT AREA LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point South 0°11'04" West 187.11 feet and South 89°59'34" East 7.00 feet from the Northwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey which is North 0°11'03" East 1184.50 feet and South 89°57'10" East 33.0 feet from the Salt Lake County Monument at the intersection of 3900 South Street and 900 East Street, thence South 0°11'04" West 100.75 feet, thence South 89°59'19" East 232.50 feet, thence South 0°11'36" West 93.36 feet, thence South 89°59'06" East 90.01 feet, thence South 0°11'48" West 30.09 feet, thence South 89°59'00" East 259.60 feet, thence South 0°12'24" West 157.48 feet, thence South 89°58'37" East 59.85 feet, thence South 0°12'32" West 7.02 feet, thence South 89°58'36" East 109.98 feet, thence North 0°12'47" East 388.82 feet, thence North 89°59'34" West 752.05 feet to the point of beginning.

Less and Excepting the following:

PART OF A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°11'03"E 809.05 FEET AND S89°48'57"E 313.44 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH, SAID POINT OF BEGINNING ALSO BEING N00°11'03"E 200.29 FEET AND S89°48'57"E 280.44 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE S89°58'36"E 317.14 FEET; THENCE S00°01'24"W 124.70 FEET; THENCE N89°58'36"W 9.00 FEET; THENCE N00°01'24"E 89.20 FEET; THENCE N89°58'36"W 259.14 FEET; THENCE N00°01'24"E 30.00 FEET; THENCE N89°58'36"W 49.00 FEET; THENCE N00°01'24"E 5.50 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.24 ACRES IN AREA

Tax Id Nos.: 16-32-327-004 and 16-32-327-005

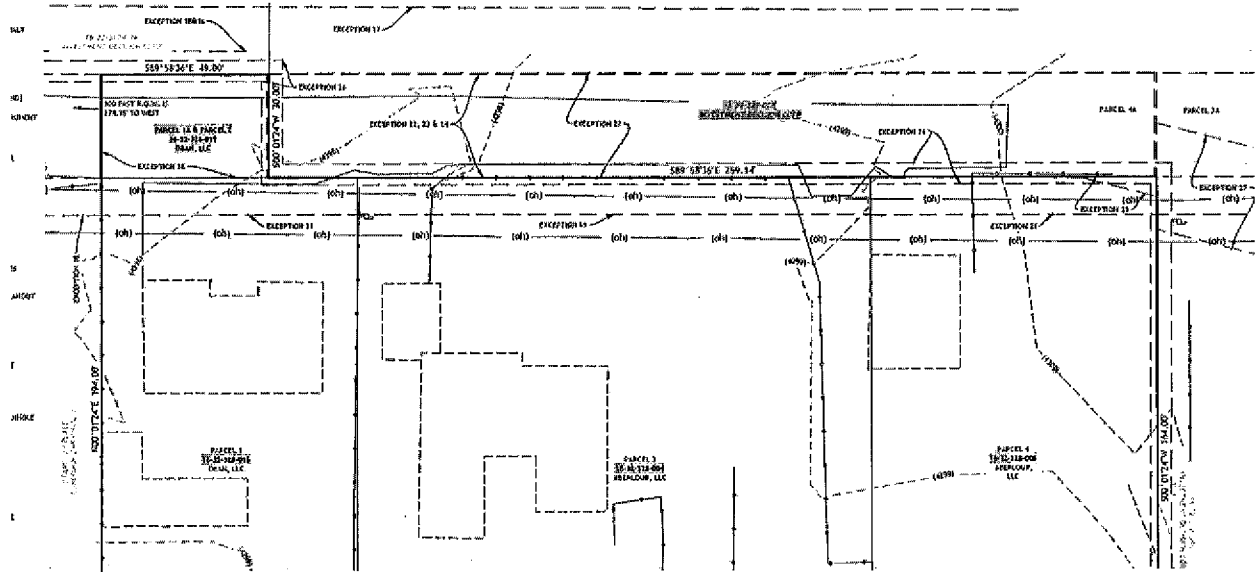
EXHIBIT B

BENEFITTED PROPERTY DEPICTION

ALTA/NSPS LAND TITLE SURVEY

PARCEL NUMBERS 16-32-328-015, 16-32-328-004, 16-32-328-005 & 16-32-328-019
LOCATED IN THE SOUTHWEST (SW) 1/4 OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, CITY OF MILLCREEK, SALT LAKE COUNTY, UTAH

BASIS OF BEARING:
NORTH 00° 1' 00" EAST BETWEEN A FOURD CENTERLINE STREET MONUMENT AT 900 EAST &
3900 SOUTH AND A FOURD CENTERLINE STREET MONUMENT AT 900 EAST & 3485 SOUTH



PARCEL 1:

Beginning 356.0 feet East at the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 165.0 feet; thence East 100.00 feet; thence South 164.0 feet; thence West 100.0 feet to the place of beginning.

ALSO:

Beginning 456.0 feet East of the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 164.0 feet; thence East 50.0 feet; thence South 164.0 feet; thence West 50.0 feet to the place of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point 356.0 feet East and North 164.0 feet from the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 1.0 foot; thence East 100.0 feet; thence South 1.0 foot; thence West 100.0 feet to the point of beginning.

PARCEL 1A:

A 30 foot right of way over the following described property:

Beginning 164.0 feet North of the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 30.0 feet; thence East 759.0 feet; thence South 30.0 feet; thence West 759.0 feet to the place of beginning.

PARCEL 2:

Commencing 506 feet East from the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 164 feet; thence East 83.14 feet; thence South 164 feet; thence West 83.14 feet to the beginning.

PARCEL 2A:

A 30 foot right of way over the following described property:

Beginning 163.7 feet North of the Southwest corner of said Lot 3, and running North 30 feet; thence East 589.14 feet; thence South 30 feet; thence West 589.14 feet to the place of beginning.

PARCEL 3:

Beginning East 281 feet from the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 164 feet; thence East 75 feet; thence South 164 feet; thence West 75 feet to the point of beginning.

PARCEL 3A:

A right-of-way over the following described property:

Beginning 164.0 feet North of the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence North 30.0 feet; thence East 759.0 feet; thence South 30.0 feet; thence West 759.0 feet to the place of beginning.

PARCEL 4:

Beginning North 164 feet and East 281 feet from the Southwest corner of Lot 3, Block 21, Ten Acre Plat "A", Big Field Survey, and running thence East 48.5 feet, more or less; thence North 30 feet; thence West 49 feet, more or less; thence South 30 feet to the point of beginning.

ALSO

PART OF A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°11'03"E 809.05 FEET AND S89°48'57"E 313.44 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH, SAID POINT OF BEGINNING ALSO BEING N00°11'03"E 200.29 FEET AND S89°48'57"E 280.44 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE S89°58'36"E 317.14 FEET; THENCE S00°01'24"W 124.70 FEET; THENCE N89°58'36"W 9.00 FEET; THENCE N00°01'24"E 89.20 FEET; THENCE N89°58'36"W 259.14 FEET; THENCE N00°01'24"E 30.00 FEET; THENCE N89°58'36"W 49.00 FEET; THENCE N00°01'24"E 5.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.24 ACRES IN AREA