

AGREEMENT REGARDING EASEMENTS

This agreement is entered into this 28th day of October, 2021, by and between ROTH HOLDINGS, LLC, a Utah Limited Liability Company (ROTH) and MST 150, LLC, a Utah Limited Liability Company (MST).

RECITALS

- A. ROTH owns the real property (ROTH Property) described on Exhibit "A" attached hereto
- B. MST owns all of part of the adjoining properties.
- C. MST and ROTH expect to develop said properties, but to do so will require granting of easements to each other for access to said properties.
- D. The parties desire to enter into an agreement providing for the granting of easements over the ROTH property to the said adjoining MST property.

AGREEMENT

- 1. ROTH hereby grants easements for ingress, egress and utility purposes shown as Exhibit "B".
- 2. It is understood and agreed that the easements shown as Exhibit "B" attached, have been taken from the master plan for the development of said properties.
- 3. It is also understood and agreed that the location of said easements may have to change to coincide with Washington City ordinances and requirements.
- 4. All parties agree that the final easements shall be the dedicated streets as designated in the final subdivision plats.
- 5. It is also understood and agreed that when a subdivision plat is recorded on any portion of the property described on Exhibit "A" attach the portion of the easement, as shown on Exhibit "B", included in said recorded subdivision plat, shall automatically abandon, and the dedicated streets in said plats, shall be the final location of said easements, but at no time, shall the adjoining properties above described, become landlocked or access removed or denied.
- 6. This agreement shall be recorded with the Washington County Recorder. The obligations described in this agreement shall run with the land and shall be binding on and injure to the benefit of the parties hereto, their heirs, successors and assigns.
- 7. Should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs, and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided hereunder or by this obligation of costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

ROTH HOLDINGS, LLC, a Utah Limited Liability Company

Michael E. Olsen
MICHAEL E. OLSEN Its Manager
Print name

MST 150, LLC, a Utah Limited Liability Company

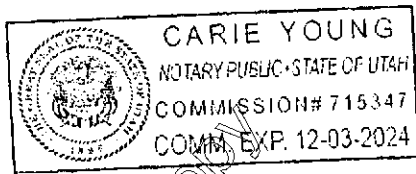
[Signature]
its Manager
Print name

State of Utah)
ss.
County of Washington)

On this 29th day of October, 2021, MICHAEL E. OLSEN, the manager of ROTH Holdings, LLC, a Utah Limited Liability Company, personally appeared before me, the signer of the above instrument, who duly acknowledged to me that he/they executed the same, for and on behalf of and as Manager of said Kira Holdings, LLC, a Utah Limited Liability Company.

Witness my hand and Official seal.

Cari Young
Notary Public



State of Utah)
ss.
County of Washington)

On this ~~29~~ ^{11th} day of ~~October~~ ^{November}, 2021, Todd Smith, the manager of MST 150, LLC, a Utah Limited Liability Company, personally appeared before me, the signer of the above instrument, who duly acknowledged to me that he/they executed the same, for and on behalf of and as Manager of said MST 150, LLC, a Utah Limited Liability Company.

Witness my hand and Official seal.

[Signature]
Notary Public



Tax I.D. No. W-CSCH-3

EXHIBIT "A"

A portion of Lot 3, CRIMSON HIGH SCHOOL AND MIDDLE SCHOOL MINOR SUBDIVISION, being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 3, and running thence North 89°03'34" West 562.84 feet to a point on the East right-of-way line of Crimson Cliffs Way; thence along said right-of-way line the following two (2) courses: 1) northerly along a 592.00 foot radius non-tangent curve to the right, (long chord bears North 03°31'15" West a distance of 94.96 feet), center point lies North 81°52'45" East through a central angle of 09°12'00", a distance of 95.06 feet and 2) North 01°04'45" East 65.33 feet; thence South 89°03'34" East 570.43 feet to a point on the East line of said Lot 3; thence South 01°04'10" West along said line 160.00 feet, to the point of beginning.



EXHIBIT "B"

BLUE FIELDS ACCESS LEGAL

Beginning at a point that lies South 01°03'08" West 1,474.34 feet along the Section Line and West 2,683.90 feet, from the East Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian; Running thence South 01°03'07" West 160.00 feet; thence North 89°03'34" West 86.81 feet; thence North 01°04'55" East 94.96 feet; thence northwesterly along a 15.00 foot radius curve to the left, (long chord bears North 43°59'19" West a distance of 21.24 feet, center point lies North 88°55'05" West) through a central angle of 90°08'29", a distance of 23.60 feet; thence North 89°03'34" West 468.35 feet to the Easterly Right of Way Line of Crimson Cliffs Drive; thence North 01°04'45" East along said Easterly Line 50.00 feet; thence South 89°03'34" East 570.12 feet to the point of beginning.
