

13-029-0114 and 58-036-0022

WHEN RECORDED, MAIL TO:

WDG SARATOGA, LLC
Attn: Spencer Wright
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014

1336734

DECLARATION OF CROSS ACCESS & UTILITY EASEMENTS

THIS DECLARATION OF CROSS ACCESS & UTILITY EASEMENTS (“**Declaration**”) is made as of this 8th day of March, 2022 by WDG SARATOGA, LLC, a Utah limited liability company (“**Declarant**”).

WHEREAS, Declarant is the owner of those certain parcels of real property located in Saratoga Springs, Utah County, Utah comprising that certain property more particularly described and depicted on the attached Exhibit “A” (the “**Property**”); and

WHEREAS, the Property may be separately leased or subdivided and sold as separate parcels at some future time (the “**Parcels**”), and Declarant desires that all current and future Parcels of the Property have access over each other for pedestrian and vehicular ingress and egress, and for the installation and maintenance of utilities, which shall inure to the benefit of and bind the Parcels, including the owner(s) and occupant(s) thereof from time to time, and their respective successors and assigns (each, an “**Owner**”, and collectively, the “**Owners**”),

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Declarant hereby declares and grants as follows:

1. Access & Utility Easements. Subject to the terms of this Declaration, Developer hereby grants to all Owners and their respective patrons, invitees, licensees, customers, agents, contractors, subcontractors, and successors and assigns a non-exclusive, perpetual easement for the purposes of shared commercial access, underground utilities (including, but not limited to, electrical transmission, distribution and service lines, storm drain lines, sewer, telecommunications, natural gas, culinary and irrigation water facilities; and all necessary appurtenances thereto), vehicular and pedestrian ingress and egress, to and from, over, under, upon, and across all paved portions of the Property (the “**Easement Areas**”). The Easement Areas shall benefit and burden the Parcels of the Property, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Declaration shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and easements created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to more than one of the Parcels.

2. Maintenance of Easement Areas; Improvements. The Owners shall be solely responsible for maintaining the Easement Areas on their respective Parcels within the Property. The Owners shall have the right to construct any necessary or desired improvements on their respective Parcels so long as reasonable access as described herein is maintained.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever. The right of the public or any person to make any use whatsoever of the Easement Areas, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of the Owners. Notwithstanding

any other provision herein to the contrary, the Owners may periodically restrict ingress and egress from the Easement Areas on their respective Parcels in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on other Owners.

4. Indemnification. Each Owner shall indemnify, defend and hold the other Owner(s) harmless from and against any claims, liability, damages or costs (collectively, "Claims") arising out of or relating to the use of the Easement Areas by such Owner and/or its agents, invitees, licensees, guests or customers unless and to the extent that such Claims are the result of the negligence of the Owner of the property on which any Claims occurred.

5. Miscellaneous.

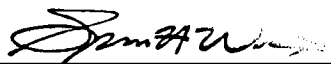
(a) Covenants Running with the Land. This Declaration and all of the terms and conditions contained herein shall inure to the benefit of and be binding upon the Parcels and Owner(s) from time to time and their respective successors and assigns, and shall be "covenants running with the land".

(b) Amendment; Modification. This Declaration may not be modified except with the consent of the Owners of the Parcels and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Utah County, Utah.

(c) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Utah County, Utah.

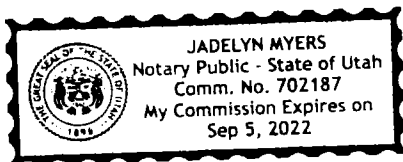
IN WITNESS WHEREOF the undersigned Declarant has executed this Declaration as of the date set forth above.

WDG SARATOGA, LLC,
a Utah limited liability company


By: Spencer H. Wright
Its: Manager

STATE OF UTAH
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 9th day of March, 2022, by Spencer H. Wright, as Manager of WDG SARATOGA, LLC, a Utah limited liability company



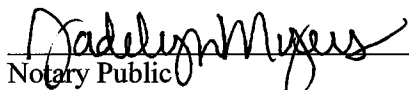

Notary Public

EXHIBIT "A"
Legal Description of Parcels

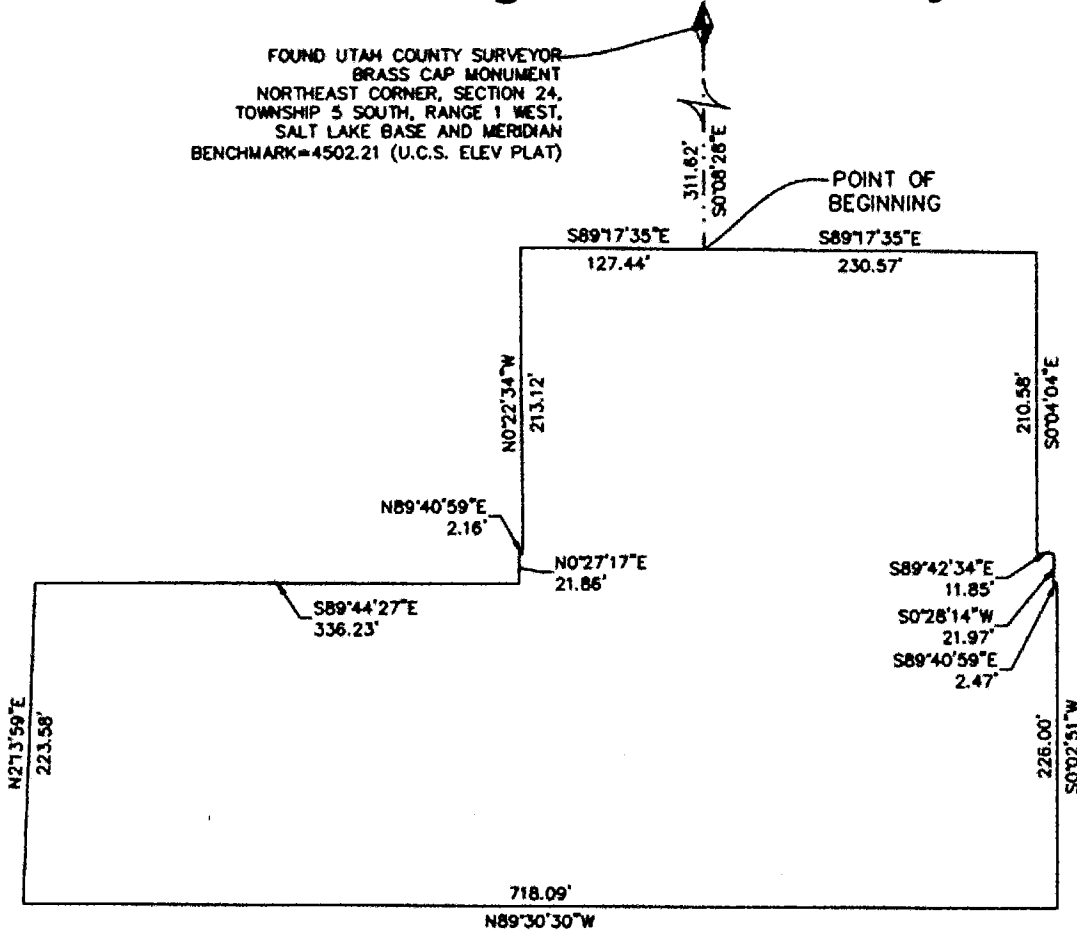
BEGINNING AT A POINT THAT IS SOUTH 00°08'28" EAST ALONG THE SECTION LINE 311.62 FEET FROM THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°17'35" EAST 230.57 FEET;
THENCE SOUTH 00°04'04" EAST 210.58 FEET;
THENCE SOUTH 89°42'34" EAST 11.85 FEET;
THENCE SOUTH 00°28'14" WEST 21.97 FEET;
THENCE SOUTH 89°40'59" EAST 2.47 FEET;
THENCE SOUTH 00°02'51" WEST 226.00 FEET;
THENCE NORTH 89°30'30" WEST 718.09 FEET;
THENCE NORTH 02°13'59" EAST 223.58 FEET;
THENCE SOUTH 89°44'27" EAST 336.23 FEET;
THENCE NORTH 00°27'17" EAST 21.86 FEET;
THENCE NORTH 89°40'59" EAST 2.16 FEET;
THENCE NORTH 00°22'34" WEST 213.12 FEET;
THENCE SOUTH 89°17'35" EAST 127.45 FEET TO THE POINT OF BEGINNING.




CONTAINS 244,323 SQ/FT OR 5.609 ACRES MORE OR LESS

Pioneer Crossing Overall Boundary

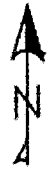
FOUND UTAH COUNTY SURVEYOR
BRASS CAP MONUMENT
NORTHEAST CORNER, SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
BENCHMARK=4502.21 (U.C.S. ELEV PLAT)



LEGEND

-  = SECTION CORNER
-  = BOUNDARY LINE
-  = SECTION TIE LINE

1" = 100'



Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

PROJECT INFO.

DESIGNER: THOMAS HUNT

DATE: 03/07/2022

NAME: Pioneer Crossing Overall Boundary

SCALE: 1"=100'