

**WHEN RECORDED, RETURN TO:**

Chazen Properties, LLC  
c/o Tom Checketts  
182 S. 1950 E.  
Layton, UT 84040

Affects a portion of Parcel No. 10-020-0105

---

**INGRESS-EGRESS AND UTILITY EASEMENT AGREEMENT**  
(Heartland – N. Easement Area onto Antelope)

This INGRESS-EGRESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and executed effective March 15, 2018, by and among HEARTLAND, LLC, a Utah limited liability company (“**Heartland**”) as grantor, and CHAZEN PROPERTIES, LLC, a Utah limited liability company (“**Chazen**”) and Blake N. Hazen (“**Hazen**”) collectively, as grantees. Chazen and Hazen will be known as the “**Grantees**.”

**RECITALS**

A. Heartland owned certain property in Layton near 320 East Antelope Drive, which property is also known as Davis County Tax Parcel No. 10-020-0105 (the “**Mother Parcel**”).

B. Grantees recently acquired (the “**Property**”) as more particularly described on Exhibit A attached hereto and incorporated by this reference, the Mother Parcel less the Property shall be known as the “**Remainder Parcel**” as more particularly described on Exhibit B attached hereto.

C. Grantees desire to obtain a perpetual, non-exclusive easement on, over, and across a portion of Heartland's Property (the “**Easement Area**”) for the purposes more particularly described herein, and Heartland is willing to grant the easement to Grantees for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit C and is depicted on the drawing on Exhibit D, both attached hereto and incorporated by this reference. Should there be any discrepancy between the legal description and the drawing, the legal description will control.

**AGREEMENT**

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Heartland hereby grants and conveys unto Grantees a perpetual, non-exclusive Ingress-Egress and Utility Easement on, over, and across the Easement Area, for the benefit of the Property.

2. Easement User(s). Those that acquire some or all of the Remainder Parcel from Heartland will only have the right to use the Easement Area if (a) they purchase the fee interest in the Easement Area, or (b) they acquire an affirmative grant of an easement over the Easement Area from Heartland. Anyone that satisfies condition (a) or (b) will become an “**Easement User**.” All Easement User(s) using the Easement Area will be subject to the next section.

3. Construction, Maintenance and Reimbursement for Use of the Easement Area. In exchange for this grant of easement Grantees agrees to improve the Easement Area for use as a driveway or access way. The owner of the Property will also be responsible for the maintenance and upkeep of the Easement Area. Any Easement User that acquires rights to use the Easement Area as set forth in the preceding Section within five (5) years of the Effective Date, will be immediately responsible to reimburse Grantees for one-half of all out-of-pocket hard costs and soft costs associated with the improvement of the Easement Area, not to exceed a reimbursement amount of \$25,000. Once there is at least one Easement User, regardless of how long from the Effective Date, then the Easement User(s) will be responsible for 50% of the maintenance costs for the Easement Area and the owner of the Property will be responsible for the other 50% of the maintenance costs.

4. Perpetual Nature of Easement. This Agreement shall run with the land, and be binding upon and inure to the benefit of successor owners of the Property and the Remainder Parcel.

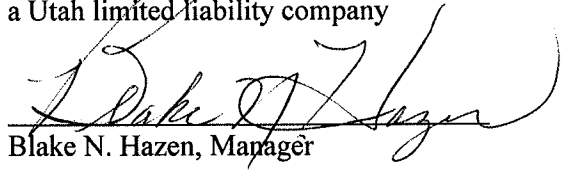
5. Miscellaneous. This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties with respect to the subject matter herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. This Agreement is the result of negotiations among the Parties, none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures commence on the next page.]

DATED this 13<sup>th</sup> day of March, 2018.

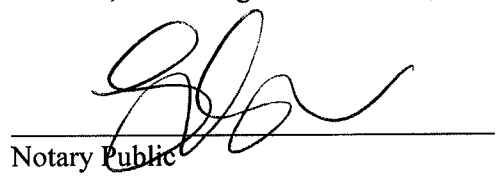
GRANTOR:

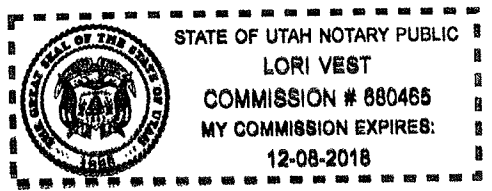
Heartland, LLC,  
a Utah limited liability company

  
Blake N. Hazen, Manager

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

13<sup>th</sup> The foregoing Ingress-Egress and Utility Easement Agreement was acknowledged before me this day of March, 2018, by Blake N. Hazen, the Manager of Heartland, LLC, a Utah limited liability company.

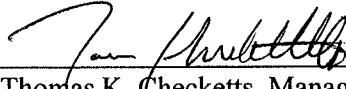
  
Notary Public



[Signatures continue on the next page.]

GRANTEES:

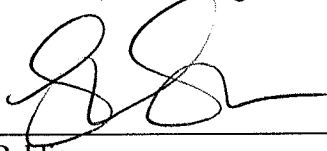
Chazen, LLC,  
a Utah limited liability company



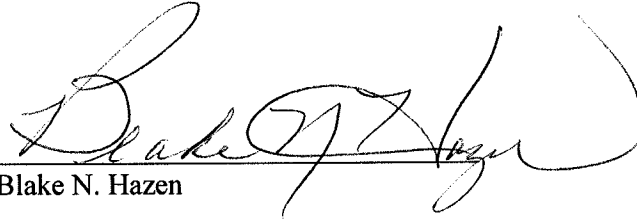
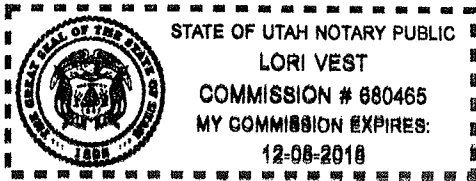
Thomas K. Checketts, Manager

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

The foregoing Ingress-Egress and Utility Easement Agreement was acknowledged before me this 13<sup>th</sup> day of March, 2018, by Thomas K. Checketts, the Manager of Chazen, LLC, a Utah limited liability company.



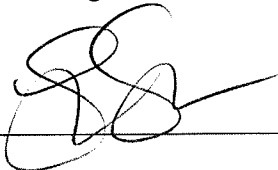
Notary Public



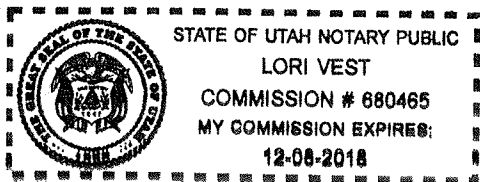
Blake N. Hazen

STATE OF UTAH            )  
  ) ss.  
COUNTY OF DAVIS        )

The foregoing Ingress-Egress and Utility Easement Agreement was acknowledged before me this 13<sup>th</sup> day of March, 2018, Blake N. Hazen.



Notary Public



**EXHIBIT A**

(Legal Description of the Property)

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARINGS BEING SOUTH 00°00'30" WEST BETWEEN THE NORTH QUARTER AND THE CENTER OF SAID SECTION 16, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°00'30" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1078.85 FEET AND NORTH 89°19'40" WEST 1074.27 FEET FROM THE NORTH QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 18, HEARTLAND SUBDIVISION, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, AND RUNNING THENCE SOUTH 89°58'20" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 266.93 FEET TO THE EAST LINE OF NORTH PARK VILLAGE PLAT "B", ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 00°01'40" WEST ALONG SAID EAST LINE, AND THE EAST LINE OF NORTH PARK VILLAGE PLAT "A", ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER A DISTANCE OF 760.24 FEET TO THE NORTHEAST CORNER OF LOT 138 OF SAID NORTH PARK VILLAGE PLAT "A"; THENCE CONTINUING ON THE EASTERLY LINE OF SAID NORTH PARK VILLAGE PLAT "A" THE FOLLOWING TWO (2) COURSES, 1) NORTH 29°15'28" WEST 92.15 FEET, 2) NORTH 00°01'40" WEST 200.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE; THENCE SOUTH 89°19'40" EAST ALONG SAID SOUTH LINE A DISTANCE OF 239.83 FEET; THENCE SOUTH 00°42'00" WEST 367.85 FEET TO THE POINT OF A 216.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 112.34 FEET THROUGH A CENTRAL ANGLE OF 29°43'46" (CHORD BEARS SOUTH 14°09'53" EAST 111.08 FEET); THENCE SOUTH 413.01 FEET; THENCE SOUTH 89°54'00" EAST 49.86 FEET; THENCE SOUTH 00°01'40" EAST 149.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.343 ACRES, MORE OR LESS

**EXHIBIT B**

(Legal Description of the Remainder Parcel)

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARINGS BEING SOUTH 00°00'30" WEST BETWEEN THE NORTH QUARTER AND THE CENTER OF SAID SECTION 16, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE NORTH LINE OF 1800 NORTH STREET, AS SHOWN ON HEARTLAND SUBDIVISION, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT ALSO BEING SOUTH 00°00'30" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1015.30 FEET AND NORTH 89°19'40" WEST 374.47 FEET FROM THE NORTH QUARTER OF SAID SECTION 16, AND RUNNING THENCE SOUTH 89°58'20" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 624.79 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 23.56 FEET THROUGH A CENTRAL ANGLE OF 89°59'05" (CHORD BEARS NORTH 45°01'40" WEST 21.21 FEET) TO THE NORTH RIGHT-OF-WAY LINE OF 175 EAST STREET; THENCE SOUTH 89°58'20" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET; THENCE NORTH 00°01'40" WEST 79.08 FEET; THENCE NORTH 89°54'00" WEST 49.86 FEET; THENCE NORTH 413.01 FEET TO THE POINT OF A 216.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 112.34 FEET THROUGH A CENTRAL ANGLE OF 29°43'46" (CHORD BEARS NORTH 14°09'53" WEST 111.08 FEET); THENCE NORTH 00°42'00" EAST 367.85 FEET; TO THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE; THENCE SOUTH 89°19'40" EAST ALONG SAID SOUTH LINE A DISTANCE OF 33.00 FEET; THENCE SOUTH 00°42'00" WEST 367.87 FEET; THENCE SOUTH 61°50'35" EAST 843.73 FEET; THENCE SOUTH 215.98 FEET TO THE POINT OF BEGINNING.

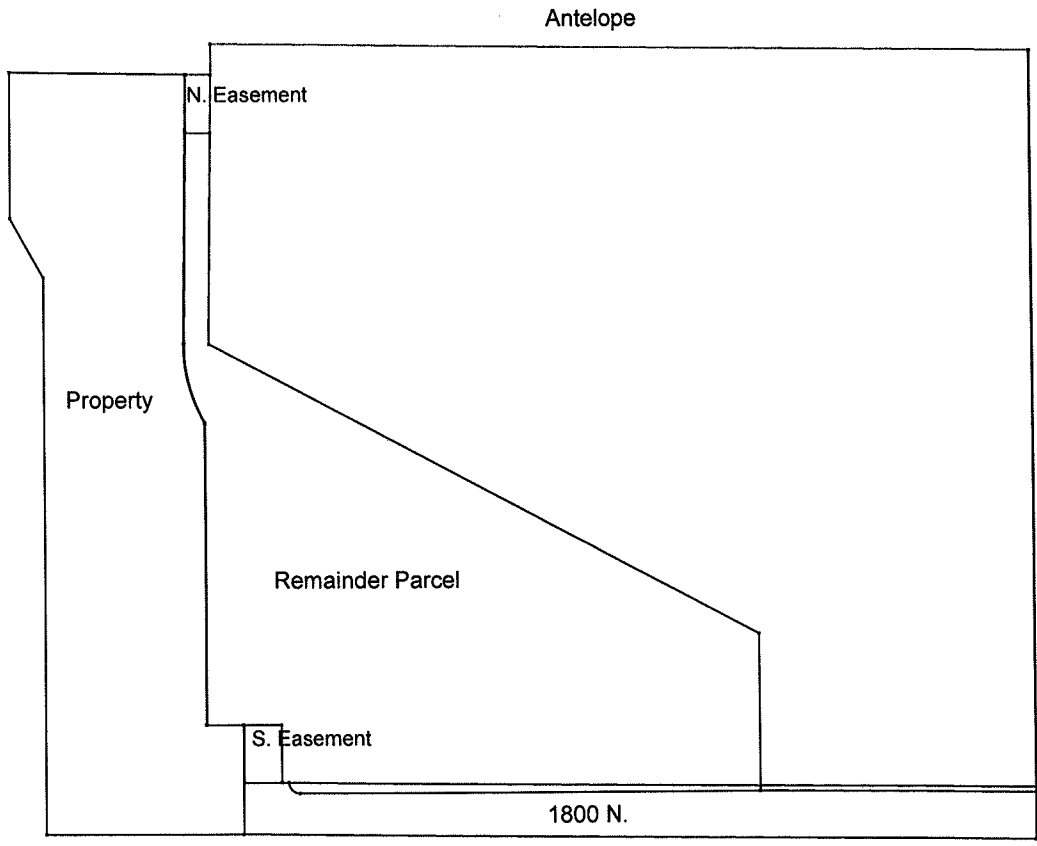
CONTAINS 7.368 ACRES, MORE OR LESS

**EXHIBIT C**

(Legal Description of the Easement Area – N. Easement Area onto Antelope)

AN EASEMENT FOR INGRESS AND EGRESS SITUATE IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARINGS BEING SOUTH 00°00'30" WEST BETWEEN THE NORTH QUARTER AND THE CENTER OF SAID SECTION 16, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°19'40" WEST ALONG THE SECTION LINE A DISTANCE OF 1114.05 FEET AND SOUTH 00°00'30" WEST 42.00 FEET FROM THE NORTH QUARTER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE, AND RUNNING THENCE SOUTH 00°42'00" WEST 79.42 FEET; THENCE WEST 33.00 FEET; THENCE NORTH 00°42'00" EAST 79.81 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°19'40" EAST 33.00 FEET TO THE POINT OF BEGINNING.



DATE: 3/7/2018	SCALE: 1" = 253'	DRAWN BY: