

WHEN RECORDED, RETURN TO:

Clinton Corners, LLC
Attn: Spencer H. Wright
1178 W. Legacy Crossing Blvd., #100
Centerville, Utah 84014

14-489-0005

14-021-0130

UTILITY EASEMENT AND CROSS ACCESS AGREEMENT

This UTILITY EASEMENT AND CROSS ACCESS AGREEMENT ("**Agreement**") is entered into this 2 day of November, 2021 by and between CLINTON CORNERS, LLC, a Utah limited liability company ("**Grantor**") and SM INVESTMENTS, LLC, a Utah limited liability company ("**Grantee**").

WHEREAS, Grantor owns certain real property located in Davis County, Utah and more particularly described on attached Exhibit "A" ("**Grantor's Property**"); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Grantor's Property and more particularly described on attached Exhibit "B" ("**Grantee's Property**"); and

WHEREAS, Grantor desires to grant Grantee an easement for the installation and maintenance of utilities over and across a portion of the Grantor's Property, and for cross access over and across Grantor's Property in the locations described herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Utility Easement. Grantor hereby grants Grantee, its agents, employees and contractors, a non-exclusive twenty foot (20') easement and right-of-way for the installation, operation, maintenance, service, repair, improvement and replacement of underground water and power lines, through and across the Grantor's Property in the location depicted on the Site Plan attached hereto as Exhibit "C", and more particularly described at Exhibit "D" (the "**Utility Easement**") subject to the following:

(a) In consideration of Grantor's granting of the Utility Easement, Grantee hereby agrees to remove all existing utilities serving the Grantee's Property that run across or under Grantor's Property, and to re-install all such utilities within the Easement Area, at Grantee's sole cost and expense, which removal and re-installation shall occur no later than April 15, 2022.

(b) Grantor shall have the right to construct, maintain, operate, repair and replace pavement, curbing, sidewalks, landscaping and such other improvements over and adjacent to the Utility Easement that do not unreasonably interfere with the Grantee's rights hereunder;

(c) Any operation, maintenance or repair of the Utility Easement shall be exercised so as to minimize disruption to Grantor's occupation of the Utility Easement area. Grantee shall provide reasonable written notice to Grantor prior to entering the Utility Easement area. Such notice shall provide the times of entry and a description and estimated duration of the work to be performed, provided however, that if the work is deemed an emergency requiring immediate action, Grantee shall notify Grantor within such reasonable time as the emergency allows; and

(c) Grantee shall repair and restore any damage to the Grantor's Property caused by Grantee's construction, operation, maintenance or repair activities (including without limitation the restoration of pavement and curbing removed or damaged by such activities) within the Utility Easement area.

2. Cross Access Easement. Grantor hereby grants to Grantee, its agents and employees, a non-exclusive twenty foot (20') easement over and across the Grantor's Property in the location depicted on the Site Plan attached hereto as Exhibit "C", and more particularly described at Exhibit "D" (the "**Cross Access Easement**") so that Grantee has sufficient cross access to the Utility Easement area in order to perform installation, maintenance, service repair, improvement or replacement of the utilities located within the Utility Easement.

3. Indemnification.

a) Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any claims, liabilities, damages or costs (collectively, "**Claims**") arising out of or relating to the use of the Utility Easement or the Cross Access Easement by Grantee, its invitees, guests or customers unless and to the extent that such Claims are the result of the gross negligence of Grantor, its invitees, guests or customers.

b) Grantor hereby agrees to indemnify, defend and hold Grantee harmless from and against any claims, liabilities, damages or costs (collectively, "**Claims**") arising out of or relating to the use of the Grantor's Property by Grantor, its invitees, guests or customers unless and to the extent that such Claims are the result of the gross negligence of Grantee, its invitees, guests or customers.

4. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Utility Easement 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 Utility Easement 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 Grantor's control. Notwithstanding any other provisions contained herein to the contrary, Grantor may periodically restrict ingress and egress from the area of the Utility Easement 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 at time as to have a minimum effect on the parties.

5. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and are binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.


(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

[Signature page follows]

DATED and EFFECTIVE as of the date first set forth herein.

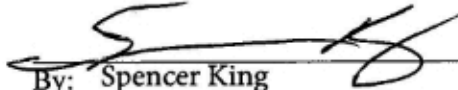
GRANTOR:

CLINTON CORNERS, LLC,
a Utah limited liability company


By: Spencer H. Wright
Its: Manager


GRANTEE:

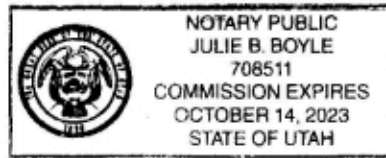
SM INVESTMENTS, LLC,
a Utah limited liability company


By: Spencer King
Its: President

STATE OF UTAH
COUNTY OF DAVIS

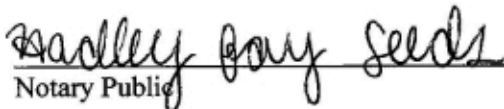
On the 16 day of November 2021, personally appeared before me Spencer Wright, who duly acknowledged to me that he executed the foregoing Agreement as Manager of CLINTON CORNERS, LLC, a Utah limited liability company.


Notary Public



STATE OF UTAH
COUNTY OF DAVIS

On the 2 day of November 2021, personally appeared before me Spencer King, who duly acknowledged to me that he executed the foregoing Agreement as president of SM INVESTMENTS, LLC, a Utah limited liability company.


Notary Public

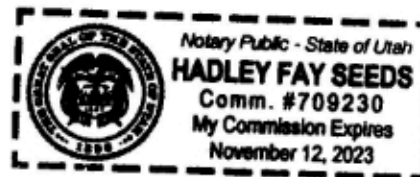


EXHIBIT "A"
Legal Description – Grantor's Property

Parcel No. 144890005

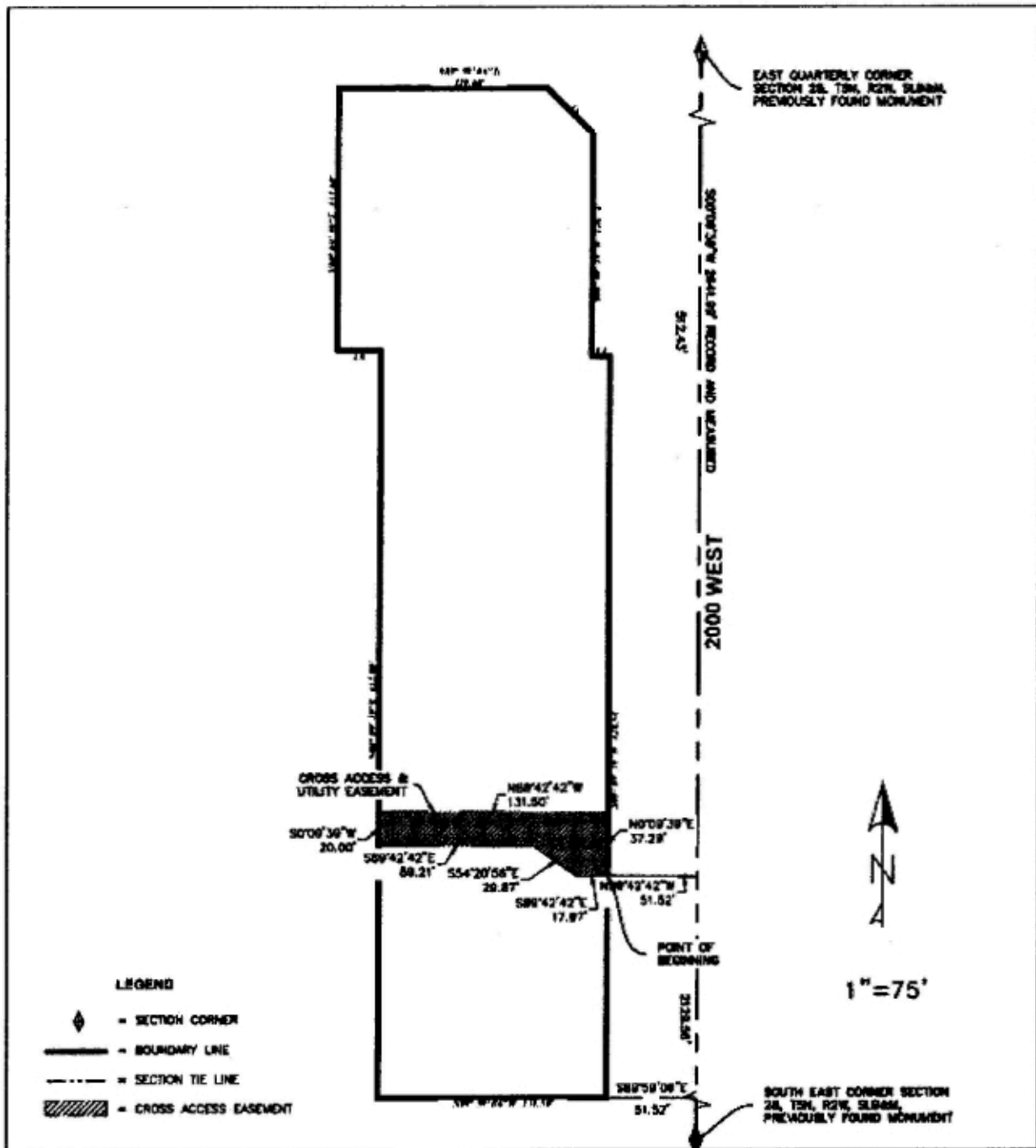
ALL OF LOT 4, CLINTON CORNERS COMMERCIAL SUBDIVISION - AMENDING LOT 1. CONT. 2.02400 ACRES LESS & EXCEPT ALL OF THAT PPTY CONV IN WARRANTY DEED RECORDED 08/28/2014 AS E# 2820720 BK 6091 PG 489 DESC AS FOLLOWS: TWO PARCELS OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 SE 1/4 OF SEC 28-T5N-R2W, SLB&M, BEING IN LOT 4 OF CLINTON CORNERS COMMERCIAL SUB - AMENDING LOT 1; THE BNDRY OF SD PARCELS OF LAND ARE DESC AS FOLLOWS: BEG AT THE NE COR OF SD LOT 4 OF CLINTON CORNERS COMMERCIAL SUB WH PT IS 56.40 FT N 89°59'06" W & 56.40 FT S 0°09'39" W FR THE E 1/4 COR OF SD SEC 28, & RUN TH S 0°09'39" W 61.46 FT; TH S 89°50'21" E 13.38 FT; TH S 0°09'39" W 152.35 FT; TH S 1°45'16" E 237.79 FT; TH S 89°50'21" E 2.07 FT; TH S 0°09'39" W 132.08 FT TO THE S'LY BNDRY LINE OF SD LOT 4; TH N 89°59'06" W 18.50 FT; TH N 0°09'39" E 428.54 FT; TH N 89°59'06" W 10.50 FT; TH N 0°09'39" E 128.74 FT; TH N 44°59'03" W 37.24 FT; TH S 89°59'06" E 32.00 FT TO THE POB. CONT. 0.192 ACRES ALSO LESS & EXCEPT: BEG AT THE NW COR OF SD LOT 4 OF CLINTON CORNERS COMMERCIAL SUB WH PT IS N 89°59'06" W 208.00 FT & S 0°09'39" W 42.00 FT FR THE E 1/4 COR OF SD SEC 28, & RUN TH S 89°59'06" E 85.00 FT; TH S 0°09'31" W 14.40 FT; TH N 89°59'06" W 85.00 FT; TH N 0°09'31" E 14.40 FT TO THE POB. CONT. 0.028 ACRES TOTAL ACREAGE 1.804 ACRES

EXHIBIT "B"
Legal Description – Grantee's Property

Parcel No. 140210130

A TRACT OF LAND SIT IN THE NE 1/4 SE 1/4 OF SEC 28-T5N-R2W, SLB&M, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF GRANTOR'S E BNDRY LINE & THE S'LY R/W OF SR-37 (1800 NORTH STR) WH PT IS 56.40 FT S 0°09'39" W ALG THE E LINE OF SD SEC 28 & 267.38 FT S 89°59'06" W FR THE E 1/4 COR OF SD SEC 28; & RUN TH S 0°09'39" W 74.59 FT; TH N 89°59'06" W 13.62 FT; TH S 0°09'39" W 77.01 FT; TH S 89°59'06" E 98.00 FT; TH S 0°09'39" W 452.00 FT TO GRANTOR'S S'LY BNDRY LINE; TH N 89°59'06" W 423.82 FT TO GRANTOR'S W'LY BNDRY LINE; TH N 0°09'39" E 603.60 FT TO THE SD S'LY R/W OF SR-37 (1800 NORTH STR) TO A PT 56.40 FT PERPLY DISTANT FR N 1/4 SEC LINE OF THE SE 1/4 OF SD SEC 28; TH N 89°59'06" E 339.44 FT TO THE POB. CONT. 5.555 ACRES

EXHIBIT "C"
Site Plan



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

EXHIBIT "D"

Legal Description – Utility Easement and Cross Access Easement

A UTILITY EASEMENT BEING A PART OF CLINTON CORNERS COMMERCIAL SUBDIVISION *
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY FURTHER DESCRIBED AS
FOLLOWS:

BEGINNING AT THE EASTERLY LINE OF SAID LOT 4 OF CLINTON CORNERS COMMERCIAL
SUBDIVISION*WHICH POINT IS SOUTH 89°42'42" WEST 51.52 FEET AND NORTH 00°09'39"
EAST 512.43 FEET TO THE EAST QUARTERLY CORNER OF SECTION 28, TOWN 5 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. A FOUND MONUMENT:

THENCE RUNNING NORTH 89°42'42" WEST 17.97 FEET; THENCE NORTH 54°20'56" WEST
29.87 FEET, THENCE NORTH 89°42'42" WEST 89.21 FEET, THENCE NORTH 00°09'39" EAST
20.00 FEET; THENCE SOUTH 89°42'42" EAST 131.50 FEET; THENCE SOUTH 00°09'39" WEST
37.29 FEET TO THE POINT OF THE BEGINNING

AS DESCRIBED DEDICATION CONTAINS 3,150.81 SQUARE FEET OR 0.072 ACRES, MORE OR
LESS.

* - AMENDING LOT 1