

When Recorded, Mail To:

CW The Clara QOZB, LLC
Attn: Tony Hill
1222 W. Legacy Crossing Blvd., STE. 6
Centerville, UT 84014

Tax Parcel No(s): A portion of parcel numbers 11-900-0101 through 0102

CT-142780-CAF

ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on this the 11 day of MARCH, 2022 (the "**Effective Date**"), by and among CW THE CLARA QOZB, LLC, a Utah limited liability company ("**Grantor**"), and DOMINO II, LLC, a Utah limited liability company ("**Grantee**"). Grantor and Grantee are at time referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

A. Grantor is the owner of that certain real property and all improvements and appurtenances located thereon in Layton City, Davis County, State of Utah, more particularly described on **Exhibit A** (the "**Grantor Property**").

B. Grantee is the owner of that certain real property and all improvements and appurtenances located thereon in Layton City, Davis County, State of Utah more particularly described on **Exhibit B** (the "**Grantee Property**").

C. Grantor desires to grant and Grantee desires to receive certain perpetual, non-exclusive access and parking easement on, over, across, and through that certain portion of the Grantor Property, more particularly described on **Exhibit C**, attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the purposes more fully set forth in this Agreement.

D. Grantor is willing to convey such easements to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Access and Parking Easement**. Grantor does hereby convey, without warranty, unto Grantee, for the benefit of Grantee, the following easements and rights (collectively, the "**Easement**"): (i) a non-exclusive easement on, over, across, and through the Easement Area for the purposes of vehicular and pedestrian access and parking for Grantee and its lessee, employees, customers, invitees, and guests (collectively, the "**Grantee Parties**"). Grantee and the Grantee Parties shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns and the Grantee Parties, hereby release Grantor from any and all claims relating to the unreasonable condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

2. **Easement Restrictions**. Grantee and the Grantee Parties agree to be subject to any restrictions agreed to in that certain *Maintenance and Reimbursement Agreement* of even date herewith, and

for which the Parties caused that certain *Memorandum of Agreement* to be recorded against the Grantor Property and Grantee Property including, without limitation, the parking hours and dates set forth therein.

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area including those uses set forth in that certain *Maintenance and Reimbursement Agreement* of even date herewith, and for which the Parties caused that certain *Memorandum of Agreement* to be recorded against the Grantor Property. Grantee hereby understands and agrees that the Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the Easement rights granted herein.

4. **Maintenance and Restoration.** Except as otherwise set forth herein, all maintenance, replacement, operation, or other costs necessary to maintain the Easement Area in good and working order shall be funded and paid for pursuant to that certain *Maintenance and Reimbursement Agreement* of even date herewith, and for which the Parties caused that certain *Memorandum of Agreement* to be recorded against the Grantor Property and Grantee Property.

5. **Compliance with Laws** Grantee will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

6. **Remedies.** If any Party defaults in the performance of its obligations hereunder or as set forth in that certain *Maintenance and Reimbursement Agreement* of even date herewith with respect to the Easement and the Easement Area, and for which the Parties caused that certain *Memorandum of Agreement* to be recorded against the Grantor Property, and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or inequity.

7. **Miscellaneous.**

7.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and assigns.

7.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to the Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

7.4. **Relationship of the Parties.** Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

7.5. **Amendment.** This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

7.6. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

7.7. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.8. **Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

CW THE CLARA QOZB, LLC,
a Utah limited liability company

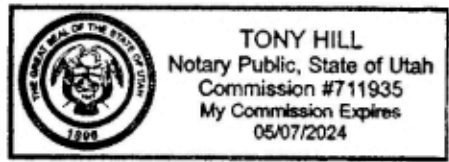
By: 
Name: Holton Hunsaker
Title: Chief Financial Officer

STATE OF UTAH)
)
) :SS
COUNTY OF DAVIS)

On this 11 day of MARCH, 2022, before me TONY HILL a notary public, personally appeared Holton Hunsaker, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me being duly sworn / affirmed, did say that he is the Chief Financial Officer of CW The Clara QOZB, LLC, a Utah limited liability company and that said document was signed by him in behalf of said limited liability company by authority of its governing documents, and said Holton Hunsaker acknowledged to me that said limited liability company executed the same.

WITNESS my hand and official seal.


Notary Public for the State of Utah



(seal)

[Grantee Signature and Acknowledgement Follows]

GRANTEE

DOMINO II, LLC,
a Utah limited liability company

By: [Signature]
Name: JOSHUA GREEN
Title: MEMBER
Date: 3/11/2022

By: [Signature]
Name: Brandon Rindlisbacher
Title: Member
Date: 3/11/2022

By: [Signature]
Name: JONATHAN GALBRATH
Title: MEMBER
Date: 3/11/2022

State of Utah)
 §
County of Davis)

On this 11 day of March, 2022, before me Bridgette Clark a notary public, personally appeared Joshua Green, Brandon Rindlisbacher, and Jonathan Galbraith whose identities are personally known to me (or proved on the basis of satisfactory evidence) and who by me being duly sworn / affirmed, did say that they are the members of Domino II, LLC, a Utah limited liability company and that said document was signed by them in behalf of said limited liability company by authority of its governing documents, and acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.

[Signature]
(Notary Signature)



(Seal)

[Exhibits Follow]

EXHIBIT A
(Grantor Property)

ALL OF LOT 102 OF THE DANSIE MARKET SUBDIVISION RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER ON DECEMBER 20, 2021, AS ENTRY NO. 3444041 IN BOOK 7909 ON PAGE 604.

Parcel No. 11-900-0102 (for reference purposes only)

EXHIBIT B
(Grantee Property)

ALL OF LOT 101 OF THE DANSIE MARKET SUBDIVISION RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER ON DECEMBER 20, 2021, AS ENTRY NO. 3444041 IN BOOK 7909 ON PAGE 604.

Parcel No. 11-900-0101 (for reference purposes only)

EXHIBIT C
(Easement Area)

Vehicular Ingress/Egress

Beginning at a point which is North 89°29'50" East, (NAD83 Bearing is North 89°51'30" East), along the section line, 386.31 feet and South, 2835.56 feet from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said North Quarter corner being South 89°27'20" East, 2637.37 feet from the Northwest corner of said Section 28; (Basis of Bearing is North 00°04'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian); and running thence South 00°30'29" West, 24.22 feet; thence North 89°29'31" West, 10.90 feet to a point on a non-tangent 26.00 foot radius curve to the left; thence 11.33 feet along said curve through a central angle of 24°57'51" (chord bears South 67°27'08" West, 11.24 feet); thence South 54°58'12" West, 297.85 feet; thence South 48°26'12" West, 149.86 feet; thence North 40°56'29" West, 24.00 feet; thence North 48°26'12" East, 150.97 feet; thence North 54°58'12" East, 299.22 feet to a point on a 50.00 radius curve to the right; thence 26.26 feet along said curve through a central angle of 30°05'27" (chord bears North 70°00'55" East, 25.96 feet); thence South 89°29'31" East, 10.88 feet to the point of beginning.

Contains: 11,490 sq. ft.

Pedestrian Ingress/Egress

Beginning at a point which is North 89°29'50" East, (NAD83 Bearing is North 89°51'30" East), along the section line, 72.21 feet and South, 3075.38 feet from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said North Quarter corner being South 89°27'20" East, 2637.37 feet from the Northwest corner of said Section 28; (Basis of Bearing is North 00°04'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian); and running thence North 48°26'12" East, 4.84 feet; thence South 40°43'09" East, 42.91 feet; thence South 48°39'58" West, 75.93 feet; thence North 40°43'58" West, 42.61 feet; thence North 48°26'12" East, 17.86 feet; thence South 41°41'23" East, 17.98 feet; thence North 48°18'37" East, 53.25 feet; thence North 41°41'23" West, 17.86 feet to the point of beginning.

Contains: 2,293 sq. ft.

Shared Parking (southerly area)

Beginning at a point which is North 89°29'50" East, (NAD83 Bearing is North 89°51'30" East), along the section line, 72.21 feet and South, 3075.38 feet from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said North Quarter corner being South 89°27'20" East, 2637.37 feet from the Northwest corner of said Section 28; (Basis of Bearing is North 00°04'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian); and running thence South 41°41'23" East, 17.86 feet; thence South 48°18'37" West, 53.25 feet; thence North 41°41'23" West, 17.98 feet; thence North 48°26'12" East, 53.25 feet to the point of beginning.

Contains: 954 sq. ft.

Shared Parking (northerly area)

Beginning at a point which is North 89°29'50" East, (NAD83 Bearing is North 89°51'30" East), along the section line, 45.10 feet and South, 3042.91 feet from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said North Quarter corner being South 89°27'20" East, 2637.37 feet from the Northwest corner of said Section 28; (Basis of Bearing is North 00°04'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian); and running thence South 41°30'24" East, 18.10 feet; thence South 48°26'12" West, 54.39 feet; thence North 41°30'24" West, 18.19 feet; thence North 48°31'50" East, 54.39 feet to the point of beginning.

Contains: 987 sq. ft.

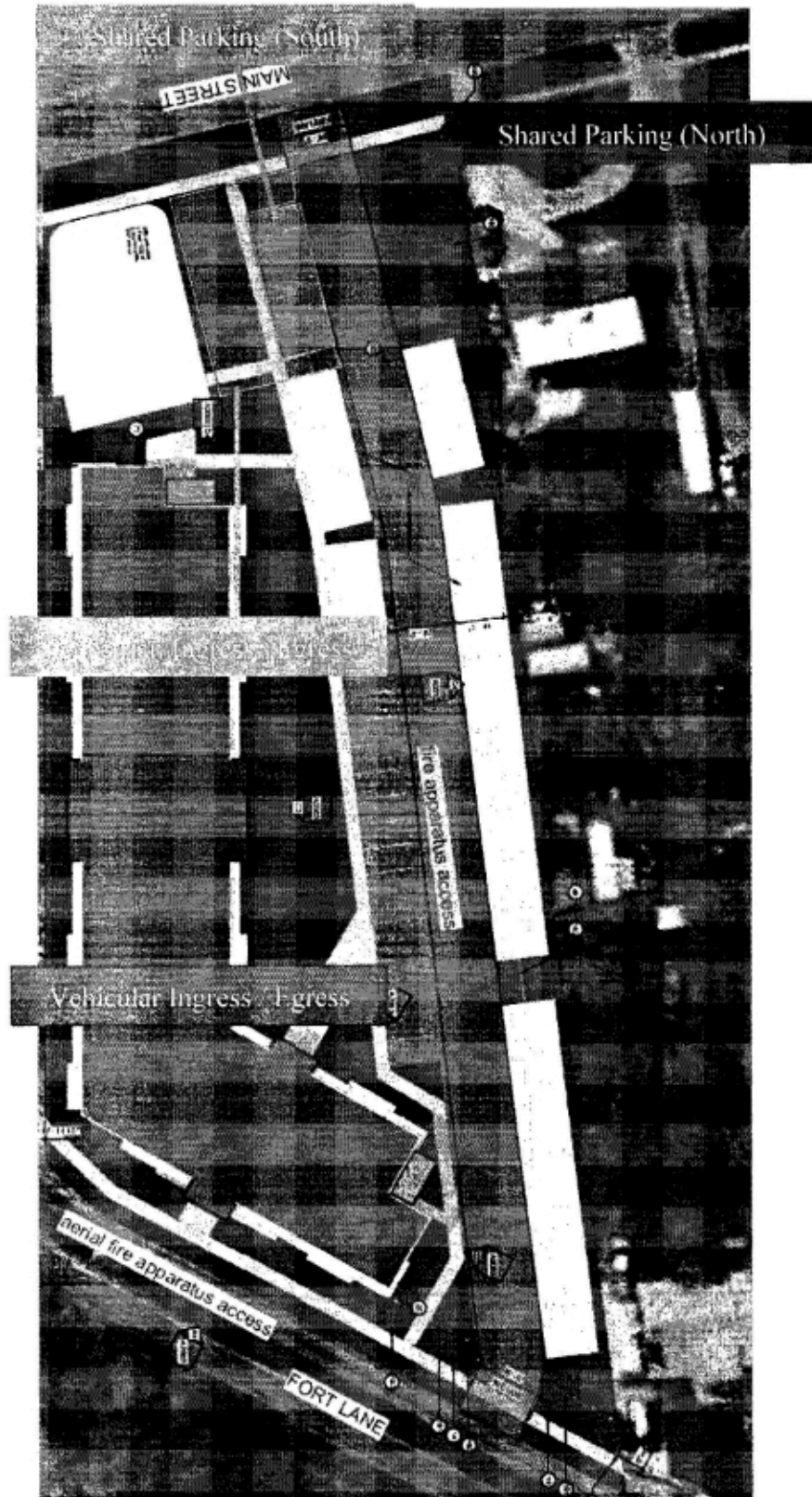


Exhibit C
Access and Parking Easement
theCLARA | Layton, Utah