E 3511657 B 8157 P 145-151
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/20/2022 9:46:00 AM
FEE \$40.00 Pgs: 7
DEP eCASH REC'D FOR COTTONWOOD TITLE IN

After Recording Return To: STIKKI Enterprises L.L.C. 27 East 4050 South Bountiful, Utah 84010

Parcel Numbers 06-051-0110, 06-051-0164

(Space above for recorders use only)

164278-DWB

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of this <code>[4]</code> day of December 2022, by and between Red Flame Properties, L.C., a Utah limited liability company, Renee Turner, and Paul D. Turner (together "Red Flame Group"), and STIKKI Enterprises L.L.C., a Utah limited liability company ("STIKKI") (collectively, the "Parties").

The following recitals of fact are a material part of this Agreement:

- A. STIKKI owns certain real property located in Davis County, State of Utah, as described in <u>Exhibit A</u> hereto (the "STIKKI Property");
- B. Red Flame Group owns certain real property located in Davis County, State of Utah, as described in Exhibit B hereto (the "Red Flame Group Property");
- C. The Parties desire that a portion of the Red Flame Group Property be designated as an easement (the "Easement Area") for the benefit of the STIKKI Property, upon and subject to the terms and conditions of this Agreement. The Easement Area consists of that portion of the real property described in Exhibit C hereto that is located within the Red Flame Group Property.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- Grant of Access Easement. Red Flame Group hereby grants unto STIKKI a nonexclusive easement on, over and across the Easement Area for the purpose of ingress and egress by vehicles and pedestrians.
- Run with the Land/Successors. Subject to the terms and conditions of this
 Agreement, the easement granted herein is appurtenant to the STIKKI Property and shall run
 with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be
 binding upon the successors and assigns of STIKKI and Red Flame Group.
- 3. <u>No Public Use/Dedication</u>. The Easement Area is and shall remain private property except to the extent it becomes a dedicated public street. The use of the Easement Area

is permissive and is limited to the express purposes contained herein. Nothing contained herein shall be deemed a dedication of any portion of the Easement Area for any public use.

Maintenance. The Easement Area shall be maintained by Red Flame Group.

The Parties hereto have executed this Agreement as of the date first written above.

Red Flame Properties, L.C., a Utah limited liability company

Name: Paul D. Turner

Its: Member

STATE OF UTAH COUNTY OF DAVIS

On the 19 day of December 2022, before me personally appeared Paul Douglas Turner, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same as member on behalf of Red Flame Properties, L.C., a Utah limited liability company.

Notary Public

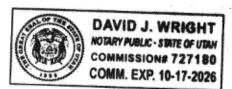


DAVID J. WRIGHT NOTARY PUBLIC-STATE OF UTAN COMMISSIONS 727180 COMM. EXP. 10-17-2026

STATE OF UTAH COUNTY OF DAVIS

On the 19 day of December 2022, before me personally appeared Renee Turner, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that she executed the same.

Notary Public

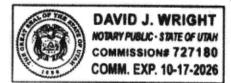


Paul D. Turner

STATE OF UTAH COUNTY OF DAVIS

On the 19 day of December 2022, before me personally appeared Paul D. Turner, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same.

Notary Public



STIKKI Enterprises, L.L.C., a Utah limited liability company

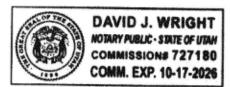
Name: Siaosi 'I. 'Iongi

Its: Manager

STATE OF UTAH COUNTY OF DAVIS

On the <u>19</u> day of December 2022, before me personally appeared Siaosi 'I. 'Iongi, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same as manager on behalf of STIKKI Enterprises, LLC, a Utah limited liability company.

Notary Public



STIKKI Enterprises, L.L.C., a Utah limited liability company

Name: Tonya B. 'Iongi

Its: Member

STATE OF UTAH COUNTY OF DAVIS

On the 19 day of December 2022, before me personally appeared Tonya B. 'longi, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same as member on behalf of STIKKI Enterprises, LLC, a Utah limited hability company.

Notary Public

EXHIBIT A

TO EASEMENT AGREEMENT

(LEGAL DESCRIPTION OF STIKKI PROPERTY)

Beginning at a point which is North 89°58'52" West along the quarter section line 180.97 feet to the West line of 500 West Street and South 00°00'05" East 382.53 feet (368.53 feet) and North 89°53'30" West 132.00 feet from the East quarter corner of Section 25, Township 2 North, Range 1 West, Salt Lake Meridian; and running thence North 89°53'30" West 70.83 feet; thence South 00°38'10" West 15.61 feet to a US Government property fence; thence North 89°59' West 123.70 feet; thence North 00°01'08" East 17.39 feet; thence South 89°33'10" East 26.70 feet; thence North 00°00'06" West 73.58 feet; thence South 89°53'30" East 168.00 feet; thence South 00°00'05" East 75.00 feet to the point of beginning.

EXHIBIT B TO EASEMENT AGREEMENT

(LEGAL DESCRIPTION OF THE RED FLAME GROUP PROPERTY)

BEGINNING AT A POINT NORTH 89°58'52" WEST 844.070 FEET AND SOUTH 00°01'08" WEST 16.50 FEET AND SOUTH 01°06'50" EAST 352.519 FEET AND SOUTH 89°58'52" EAST 74.106 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°58'52" EAST 255.534 FEET; THENCE SOUTH 00°01'08" WEST 160.22 FEET; THENCE NORTH 89°58'52" WEST 255.534 FEET; THENCE NORTH 00°01'52" WEST 160.22 FEET TO THE POINT OF BEGINNING.

EXHIBIT C TO EASEMENT AGREEMENT

(THE EASEMENT AREA)

THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT NORTH 89°58'52" WEST 844.070 FEET AND SOUTH 00°01'08" WEST 16.50 FEET AND SOUTH 01°06'50" EAST 352.519 FEET AND SOUTH 89°58'52" EAST 74.106 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°58'52" EAST 255.534 FEET; THENCE SOUTH 00°01'08" WEST 160.22 FEET; THENCE NORTH 89°58'52" WEST 255.534 FEET; THENCE NORTH 00°01'52" WEST 160.22 FEET TO THE POINT OF BEGINNING.