

After Recording Return to:

R. Scott Stone  
Stone Properties  
55 West 200 North  
Provo, Utah 84601  
Tax ID No. 18-029-0015

## ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made to be effective as of the date recorded in the records of the Utah County, Utah Recorder (“Effective Date”) by and between **FIELDSTONE A SERIES OF THE STONEWALL PROPERTIES, LLC**, a Utah **limited liability company** (“Fieldstone”) and **ROBERT SCOTT STONE AND MELINDA STONE, CO-TRUSTEES OF THE CORNERSTONE TRUST DATED SEPTEMBER 25, 1997**, (“Stone”).

### RECITALS

A. Fieldstone owns the real property located at 825 West 400 South, Orem, Utah County, Utah, with a legal description of:

COMMENCING 33 FEET SOUTH & WEST ALONG STREET LINE 186.5 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 145 FEET; THENCE WEST 90 FT; THENCE NORTH 145 FEET; THENCE EAST 90 FEET TO BEG. AREA .30 ACRES (the “825 W. Property”).

B. Stone owns the real property located immediately to the south of the 825 W. Property, with an address of: 424 South 800 East, Orem, Utah County, Utah, and with a legal description of:

COMMENCING 178 FEET SOUTH OF THE NORTHEAST CORNER SECTION 21, TOWNSHIP 6 SSOUTH, RANGE 2 E, SALT LAKE BASE & MERIDAIN; THENCE SOUTH 22 FEET; THENCE WEST 130.94 FEET; THENCE SOUTH 144 FEETT; THENCE WEST 245 FEET; NORTH 166 FEET; THENCE EAST 375.94 FEET TO BEG. AREA 1 ACRE (the “Stone Property”).

#### COURTESY RECORDING

This document is being recorded solely as a Courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE ASSOCIATES hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

C. The parties desire by this Agreement to, among other things, create an access easement over the west fifteen feet (15') of the 825 W. Property, for a length of eighty-nine feet (89'), to serve the Stone Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fieldstone and Stone covenant and agree for themselves, and their heirs, legatees, successors and assigns as follows:

### AGREEMENT

1. Recitals. The Recitals stated above are incorporated herein by reference and made a material part of this Access Easement Agreement.

2. Grant of Access Easement.

(a) Fieldstone hereby grants to Stone, its licensees, tenants, subtenants, employees, agents, contractors and invitees, an exclusive easement (the "Access Easement") appurtenant to the 825 W. Property, for vehicular and pedestrian ingress and egress, on, over, and across a portion of the 825 W. Property, as depicted in yellow on Exhibit A attached hereto and incorporated herein by reference (the "Access Easement Area"). The Access Easement shall consist of the furthest west fifteen feet (15') of the 825 W. Property, and eighty-nine feet (89') running south from 400 South. The legal description for the Access Easement Area shall be:

**COMMENCING 33 FEET SOUTH & WEST ALONG THE STREET LINE  
186.5 FT FROM NORTHEAST CORNER OF SECTION 21, TOWNSHIP 6  
SOUTH, RANGE 2 EAST, SALT LAKE MERIDIAN, THENCE  
SOUTH 89 FEET; WEST 75 FEET TO THE POINT OF BEGINNING; AND  
RUNNING THENCE WEST 15 FEET, THENCE NORTH 89 FEET; THENCE  
EAST 15 FEET, THENCE SOUTH 89 FEET TO THE POINT OF  
BEGINNING. AREA .19 ACRES**

(b) Fieldstone hereby expressly reserves to itself, its successor's, assigns, licensees, employees, agents, contractors and invitees, the right to use the 825 W. Property for all matters that do not interfere with Stone's use of the Access Easement contemplated by this Agreement, provided that Fieldstone, or its successors and assigns, use of the 825 W. Property shall also be restricted by a Declaration of Restrictions ("Deed Restriction") restricting Fieldstone's use of the 825 W. Property and the Access Easement Area.

3. Construction of the Access Easement Area. Fieldstone has already constructed a paved vehicular driveway and related facilities, including fencing, over the Access Easement Area. Stone shall have the right, but not the obligation, to construct, or reconstruct, additional paved areas, fencing, or other items or materials related in any way to Stone's use of the Access Easement Area or any portion thereof. In the event Stone elects to construct additional paved areas, correct the paving and fencing that exists on the 825 W. Property, or otherwise modify the Access Easement Area, the constructing party shall, prior to commencement of construction, obtain all necessary permits for such construction and, upon commencement of such

construction, shall diligently and continuously construct over the Access Easement Area until completed. The cost and expense to construct any future construction, including paving and fencing, over the Access Easement Area shall solely be the responsibility of the constructing party. Fieldstone, and its successors and assigns, covenant that in the event the Access Easement Area is temporarily obstructed due to construction over the Access Easement, then Fieldstone shall provide to Stone a reasonable alternate access route to the Stone Property across the 825 W. Property until such time as the obstruction has been removed.

4. Operation and Maintenance of the Access Easement Area. Fieldstone covenants that it shall not cause the Access Easement Area to be obstructed in any way so as to not interfere with Stone's use of the Access Easement. Fieldstone shall maintain and keep the Access Easement Area in good condition and state of repair, including, without limitation, maintaining all paved surfaces and curbs (if any) in a smooth and evenly covered condition, timely repairing and refilling potholes, repairing, replacing, sealing, resealing, surfacing and resurfacing of the paved areas and curbs (if any), and complying with all applicable requirements of governmental agencies pertaining to the Access Easement Area.

5. Self-Help. If Fieldstone falls to maintain or repair any portion of the Access Easement Area after sixty (60) days written notice from Stone to Fieldstone (or such shorter period of time in case of emergency), or falls to diligently prosecute such work to completion within a reasonable time after commencement, Stone shall have the option to maintain and repair or cause to be maintained or repaired, as applicable, the Access Easement Area and, upon demand by Stone, Fieldstone, its successors and assigns, shall pay Stone an amount equal to the cost of such maintenance and repairs (less Stone's proportionate share of such costs).

6. Termination of Agreement. This Agreement and the Access Easement granted herein may only be terminated by an agreement in writing signed by each of the then owners of the 825 W. Property and the Stone Property, and recorded in the Official Records of Utah County, Utah.

7. Run With The Land. The Access Easement hereby granted, the restrictions hereby imposed and the agreements herein contained shall all be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of the Access Easement Area and the 825 W. Property, and all persons claiming under them.

8. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties with respect to the subject matter hereof, except for those contained in the Deed Restriction that is executed and recorded contemporaneously herewith.

9. Modification. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of the Access Easement Area and the 825 W. Property, and all persons claiming under them, and recorded with the County Recorder for Utah County, Utah.

10. Notices. All notices under this Agreement shall be in writing and delivered personally, mailed by certified mail, return receipt requested, postage prepaid, or delivered by national overnight courier service, addressed to the parties at their last known addresses.

11. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Utah (without reference to choice of law principles). Each party hereto irrevocably submits to the process, jurisdiction and venue of the courts of the State of Utah, Utah County, and to the process, jurisdiction and venue of the Fourth District Court of Utah for the purpose of suit, action or other proceeding arising out of or relating to this Agreement or the subject matter hereof.

13. Partial Invalidity. If any provision or provisions hereof or the application thereof to any party or to any person or circumstance shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

14. Descriptive Heading. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

15. Attorneys' Fees. In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees (as set by the court) from the non-prevailing party.

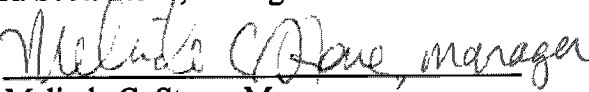
IN WITNESS WHEREOF, Fieldstone and Stone have executed this Agreement to be effective as of the Effective Date.

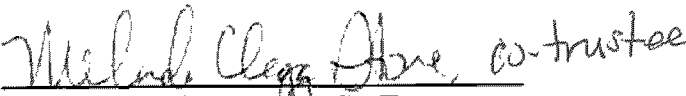
**FIELDSTONE A SERIES OF THE  
STONEWALL PROPERTIES, LLC,**  
a Utah limited liability company

**ROBERT SCOTT STONE AND  
MELINDA CLEGG STONE,  
CO-TRUSTEES OF THE CORNERSTONE  
TRUST DATED September 25, 1997**

By:  *manager*  
R. Scott Stone, Manager

By:  *Co-Trustee*  
Robert Scott Stone, Co-Trustee

By:  *manager*  
Melinda C. Stone, Manager

By:  *co-trustee*  
Melinda Clegg Stone, Co-Trustee

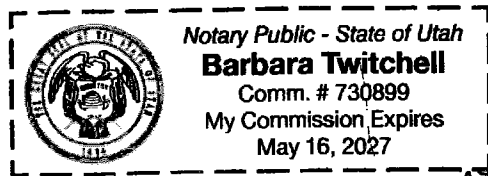
STATE OF UTAH )  
 ) ss.  
County of Utah )

The foregoing instrument was acknowledged before me this <sup>BS</sup> ~~4~~<sup>th</sup> day of June, 2024, by R. Scott Stone and Melinda C. Stone, as Managers, for and on behalf of Fieldstone A Series of the Stonewall Properties, LLC, a Utah limited liability company

Barbara Twitchell  
Notary Public

My Commission Expires:  
5-16-27

STATE OF UTAH )  
 ) ss.  
County of Utah )



The foregoing instrument was acknowledged before me this <sup>BS</sup> ~~4~~<sup>th</sup> day of June, 2024, by Robert Scott Stone and Melinda Clegg Stone, as Co-Trustees of the Cornerstone Trust dated September 25, 1997.

Barbara Twitchell  
Notary Public

My Commission Expires:  
5-16-27

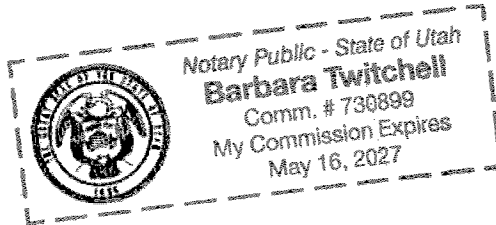


EXHIBIT "A"

Restricted Access Area

