

When Recorded, Mail To:

CW The Quinci QOZB, LLC
Attn: Legal Department
610 N 800 W
Centerville, UT 84014

14070265 B: 11399 P: 9148 Total Pages: 8
02/08/2023 01:03 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel Nos.: 15-10-27-001 and 15-10-327-002

(Space Above for Recorder's Use Only)

UTILITY SHARING AGREEMENT

THIS UTILITY SHARING AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date, by and between Dawson Place, LLC, a Utah limited liability company ("**Dawson Place**") and CW The Quinci QOZB, LLC, a Utah limited liability company ("**CW The Quinci**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. Dawson Place is the fee simple owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Dawson Place Property**").

B. CW The Quinci is the fee simple owner of that certain parcel of real property adjacent to and North of the Dawson Place Property as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Quinci Property**" and together with the Dawson Place Property, the "**Properties**").

C. Dawson Place desires to utilize those certain utilities (the "**Fire Protection Utilities**") that CW The Quinci will install and maintain on the Quinci Property. The Fire Protection Utilities are further described and graphically depicted on **Exhibit "B"**, attached hereto, and incorporated by this reference.

D. This Agreement shall grant to Dawson Place the right to utilize those Fire Protection Utilities and access the same over and across only the necessary portions of the Quinci Property as are reasonably required to utilize the Fire Protection Utilities (the "**Easement Area**"), in exchange for Dawson Place's timely reimbursement of fifty percent (50%) of the cost for installation of the Fire Protection Utilities ("**Utility Sharing**"). CW The Quinci, or its successors in title and interest, shall be solely responsible for the maintenance and upkeep of the Fire Protection Utilities.

E. The Parties desire to establish their respective rights duties and obligations with respect to the easements as further set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and following exhibits are true and correct and are incorporated herein by this reference.

2. Grant and Purpose of Utility Sharing. CW The Quinci and its successors in interest and title does hereby grant, without warranty, unto Dawson Place and its successors in interest and title, the non-exclusive right to utilize the Fire Protection Utilities to service the Dawson Place Property. This grant is made in exchange for timely reimbursement by Dawson Place of fifty percent (50%) of the cost for installation of the Fire Protection Utilities. This grant shall not confer upon Dawson Place any right to approve, determine, or control the manner and means utilized by CW The Quinci in installing the Fire Protection Utilities, nor shall this grant confer upon Dawson Place any right to remove, repair, or replace the Fire Protection Utilities. CW The Quinci shall retain the sole right to approve, determine, and control the manner and means utilized in installing the Fire Protection Utilities.

3. Grant and Purpose of Easement. CW The Quinci does hereby convey, without warranty, unto Dawson Place, for the benefit of Dawson Place Property, a non-exclusive access easement on, over, across, under, and through the Easement Area for the purpose of allowing Dawson Place to access and utilize the Fire Protection Utilities to service the Dawson Place Property. Dawson Place shall enter upon the Easement Area at their sole risk and hazard. Dawson Place, and its respective successors and assigns hereby release CW The Quinci, its members, managers, affiliates, authorized representatives, employees, principals, and its successors in interest and title, from all claims arising from its use of the Fire Protection Utilities and entry upon the Easement Area, and the entry of its successors in interest, residents, lessees, contractors, subcontractors, or any similar third party engaged by Dawson Place (the "***Dawson Place Parties***"). Any damage to the Fire Protection Utilities, the Easement Area, or the Quinci Property, caused by Dawson Place, or the Dawson Place Parties, shall be repaired immediately upon demand by CW The Quinci, or its successors in interest in title, at the sole cost of Dawson Place, or the Dawson Place Parties. The Easement shall (i) constitute a servitude on the Easement Area and CW The Quinci's Property, (ii) run with the land, and (iii) bind and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties.

4. Maintenance. Notwithstanding anything to the contrary stated herein, CW The Quinci, and its successors in interest and title, hereby reserve the right to use the Easement Area for any use not inconsistent with Dawson Place's, or the Dawson Place Parties, permitted use of the Easement Area. CW The Quinci, or its successors in interest and title, will maintain the Fire

Protection Utilities, and their accompanying systems, in good operational order and condition and in compliance with all applicable laws and the terms and conditions of this Agreement, free and clear of any liens and monetary encumbrances.

5. Non-Exclusive Easements. The Access and Use Easements granted herein are non-exclusive, and each Party reserves unto itself and its successors and assigns, the right to use, pass and repossess over and upon the Properties in any manner that is consistent with the purpose of the easements granted herein.

6. Indemnification. The Parties agree to defend, indemnify, and hold harmless the other Party from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from the indemnifying Party's, or its successors, assigns, contractors, employees, and any third-party exercising any and all rights, duties, or obligations contained herein; provided, however, that the indemnified Party shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from such indemnified Party's own negligence or the negligence of the indemnified Party's successors, assigns, contractors, employees, or agents.

7. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors, or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

8. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of the Parties, and their respective successors and assigns, until such time as this Agreement is terminated by a written instrument executed by the Parties and recorded in the Public Records of Salt Lake County, Utah.

9. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

10. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify, or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

11. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for

any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

12. Termination. If any governmental authority with jurisdiction over the Properties shall object to this Easement or notify a Party that their respective use of their Property is prohibited because of this Easement, then this Easement shall automatically terminate without the need for any written memoranda, recorded instrument, or further action by either Party. Provided in such event, either Party will retain the unilateral right to record an instrument confirming such Termination supported by the official governmental authorities' correspondence.

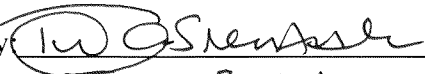
13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty, or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Dawson Place has executed this Agreement as of the Effective Date.


DAWSON PLACE
DAWSON PLACE, LLC,
a Utah limited liability company

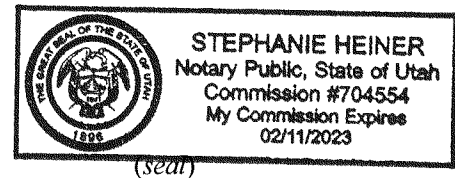
By: 
Name: TYLER S. MCARTHUR
Title: MANAGER
Date: 1/25/23

State of Utah)
 §
County of Davis)

On this 25th day of January, 2023, before me personally appeared Tyler S. McArthur whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that she / he is the manager of DAWSON PLACE, LLC, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as manager.

Witness my hand and official seal.



(notary signature)



IN WITNESS WHEREOF, the CW The Quinci has executed this Agreement as of the Effective Date.

CW THE QUINCI

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

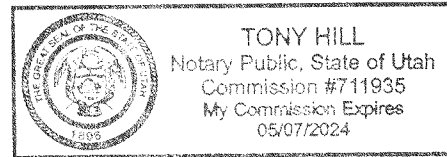
By: 
Name: Darlene Carter
Title: Manager
"Effective Date": January 30, 2023

State of Utah)
 §
County of Davis)

On this 30 day of January, 2022, before me personally appeared Darlene Carter whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that she / he is the Manager of CW The Quinci QOZB, LLC, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as Manager.

Witness my hand and official seal.


(notary signature)



(seal)

EXHIBIT "A"
(PROPERTIES)

Dawson Place Property:

Parcel Number 15-10-327-002 (for reference purposes only)

BEG N 1320 FT & 50 FT 2 FR SE COR OF SW ¼ OF SEC 10, T1S, R1W, S L M; N 132 FT; W 610 FT; S 132 FT; E 610 FT TO BEG.

Quinci Property:

Parcel Number 15-10-327-001 (for reference purposes only)

ALL OF PARCEL 15103270010000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°10'02"E 1455.63 FEET AND N89°49'58"W 41.76 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10 (SAID SOUTH QUARTER CORNER OF SECTION 10 BEING S00°10'02"W 5304.16 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10); THENCE S89°45'13"W 609.99 FEET; THENCE N00°03'08"W 263.81 FEET; THENCE N89°44'48"E 609.99 FEET; THENCE S00°03'08"E 263.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 160,944 SQUARE FEET OR 3.695 ACRES MORE OR LESS.

EXHIBIT "B"

Fire Protection Utilities

