

WHEN RECORDED, RETURN TO:

Sunrise 3, LLC
Attn: Bryan Flamm
14034 South 145 East, #204
Draper, UT 84070

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is made and entered into this 14th day of August, 2023 (the "Effective Date"), by and between Sunrise 3, LLC, a Utah limited liability company ("Grantor"); and Wiggy Wash, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in the City of Herriman, Salt Lake County, State of Utah, also known as Parcel No. 26-25-201-005 in the books and records of the Salt Lake County Recorder (the "Grantor Property"). The Grantor Property is more particularly described in the attached Exhibit A.

B. On August 30, 2022, Grantor and Grantee entered into a Purchase and Sale Agreement (the "PSA") wherein Grantor agreed to sell to Grantee, and Grantee agreed to purchase from Grantor, a portion of the Grantor's Property as generally described by metes and bounds in the PSA (the "Grantee Property"). The final description of the Grantee Property is more particularly set forth in the attached Exhibit B.

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, as an appurtenance to the Grantee Property, a non-exclusive easement for access over a portion of the Grantor Property subject to, and in accordance with, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Grant of Access Easement**. Grantor hereby grants to Grantee, for the benefit of the Grantee Property, and for all present and future owners of the Grantee Property and their occupants, agents, assigns, employees, guests, licensees, and invitees, including all members of the public, a perpetual, non-exclusive easement (the "Easement") to use the portions of the Grantor Property described and depicted in the attached Exhibit C (the "Easement Area"). The Easement shall be used as a drive aisle for vehicular and pedestrian ingress and egress over, on, and across the Easement Area to the Grantee Property.

2. **Easement Runs with the Land**. The easements and rights granted in this Agreement are intended to run with the land and be a burden and encumbrance on the Grantor Property and be a benefit and appurtenance to the Grantee Property.

3. **Effective Date**. This Agreement and the Easement, rights, and obligations of the Parties set forth herein, shall take effect upon the Effective Date.

4. **Construction of Access Road to Grantee Property.** On or before the date Grantee applies to Herriman City for issuance of a certificate of occupancy for a car wash on the Grantee Property (the "CO Application Date"), Grantor will construct and install a road within the Easement Area for vehicular and pedestrian access to the Grantee Property and to a width and specifications sufficient for Grantee to obtain such certificate of occupancy (the "Access Drive"). In the event that the Access Drive has not been completed on or prior to the CO Application Date, Grantee shall have the right, but not the obligation, to cause the completion of construction of the Access Road (which right shall include the right to enter onto the Grantor Property). Upon Grantee's completion of the Access Road, Grantor shall reimburse Grantee for Grantee's reasonable out-of-pocket costs incurred therefrom within thirty (30) days of Grantor's receipt of documentation of such costs.

5. **Temporary Access Easement.** From the Effective Date, Grantee shall have the right to access the Grantee Property via the existing construction access drives shown on Exhibit D, or any replacement drives thereto. The temporary access easement set forth in this Section 5 shall terminate and be of no further force or effect upon the completion of the Access Drive and the approval thereof by all necessary governmental entities.

6. **No Interference.** Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, will be constructed or erected, nor will any Party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area.

7. **Maintenance.** From and after the Effective Date, Grantor will maintain the Easement Area in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are commercially reasonable under the circumstances. In the event that Grantor fails to fulfill its maintenance obligations set forth herein, Grantee shall have the right to send written notice of such failure to Grantor. If Grantor shall fail to cure such failure within thirty (30) days of receipt of such written notice, then Grantee shall have the right, but not the obligation, to cure such failure. Upon Grantee's completion of such maintenance work, Grantor shall reimburse Grantee for Grantee's reasonable out-of-pocket costs incurred therefrom within thirty (30) days of Grantor's receipt of documentation of such costs.

8. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

9. **No Partnership.** The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

10. **Force Majeure.** Each Party will be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Party's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, pandemics, epidemics, inability to obtain any material or services or acts of God.

11. **Further Action.** Each Party will execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary to achieve the purposes of this Agreement.

12. **Applicable Law.** This Agreement will be construed in accordance with and governed by the laws in the State of Utah.

13. **Severability**. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such condition, covenant, or other provision will be deemed invalid to the extent of the scope and breadth permitted by law.

14. **Attorneys' Fees**. In the event it becomes necessary for any Party to employ the service of an attorney in connection herewith, either with or without litigation, the losing Party of such controversy will pay to the successful Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

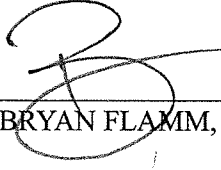
15. **Authority**. Each undersigned represents and warrants that each has been duly authorized to execute this Agreement for and on behalf of the respective Parties.

16. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

[signatures on following page]

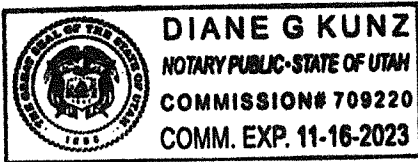
GRANTOR
SUNRISE 3, LLC
A Utah limited liability company

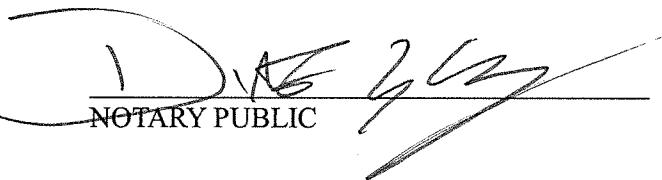


BRYAN FLAMM, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 14th day of August, 2023, personally appeared before me Bryan Flamm, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Sunrise 3, LLC, a Utah limited liability company and that said document was signed by them in behalf of the company.





NOTARY PUBLIC

GRANTEE
WIGGY WASH, LLC
A Utah limited liability company

Signature: _____
Print Name: _____
Title: _____

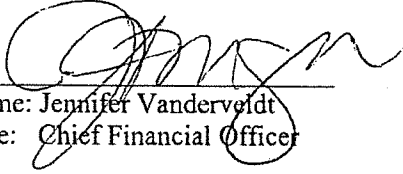
STATE OF _____)
 :SS
COUNTY OF _____)

On this ___ day of August, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Mammoth Holdings, LLC, a Georgia limited liability company and that said document was signed by them in behalf of the company.

NOTARY PUBLIC

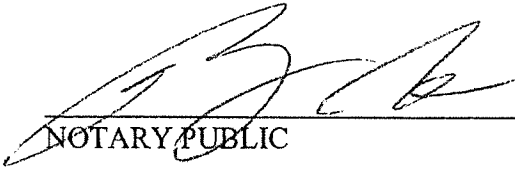
GRANTEE:

WIGGY WASH, LLC,
a Utah limited liability company

By: 
Name: Jennifer Vanderveldt
Title: Chief Financial Officer

STATE OF Texas)
COUNTY OF Dallas) :ss

On this 14 day of August, 2023, personally appeared before me Jennifer Vanderveldt, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Chief Financial Officer of WIGGY WASH, LLC, a Utah limited liability company and that said document was signed by them in behalf of the company.


NOTARY PUBLIC

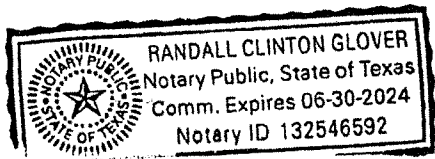


EXHIBIT A

Legal Description of Grantor Property

BEG S 89°39'15" E 1338.90 FT & S 0°20'45" W 36.70 FT FR N 1/4 COR SEC 25, T3S, R2W, SLM; S 0°20'47" W 976.64 FT; N 37°28'06" W 484.81 FT; N 89°50'58" W 297.67 FT; N 36°56'58" W 360.81 FT; N 53°10'25" E 46.61 FT; N 49°50'40" E 161.13 FT; NE'LY ALG 1045.89 FT RADIUS CURVE TO R, 191.47 FT M OR L(CHD N 64°19'30" E); S 36°58'51" E 172.77 FT; SE'LY ALG 86 FT RADIUS CURVE TO L, 36.68 FT (CHD N 49°11'57" W); N 53°01'33" E 13.33 FT; E 311.06 FT; N 0°20'14" E 221.02 FT; N44°17'47" W 18.59 FT; S 89°17'47" E 44.62 FT TO BEG.

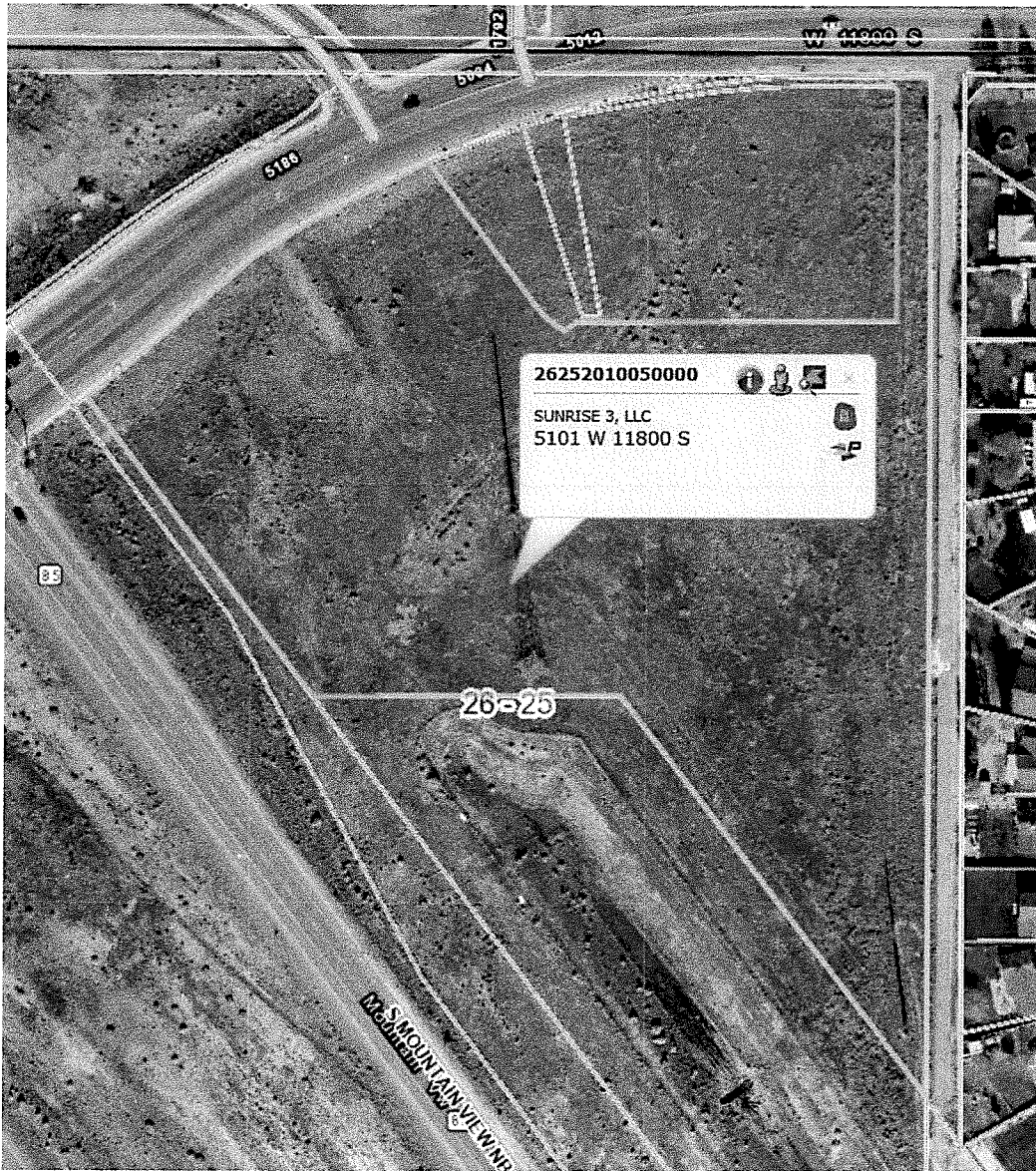


Exhibit A-1

EXHIBIT B

Legal Description of Grantee Property

A PARCEL OF LAND BEING PART OF A PARCEL AS IDENTIFIED BY SALT LAKE COUNTY TAX ID. 26-25-201-005, SITUATE IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN HERRIMAN CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT LOCATED S89°39'15"E 632.09 FEET ALONG THE SECTION LINE AND S00°20'45"W 262.91 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N51°21'42"E 26.23 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 643.04 FEET (RADIUS BEARS: S39°53'27"E) A DISTANCE OF 150.37 FEET THROUGH A CENTRAL ANGLE OF 13°23'53" CHORD: N56°48'30"E 150.03 FEET; THENCE N62°48'43"E 26.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET A DISTANCE OF 21.00 FEET THROUGH A CENTRAL ANGLE OF 80°12'26" CHORD: S77°05'04"E 19.33 FEET; THENCE S36°58'51"E 85.75 FEET; THENCE S43°33'20"E 106.56 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET (RADIUS BEARS: N83°05'15"W) A DISTANCE OF 22.19 FEET THROUGH A CENTRAL ANGLE OF 46°14'20" CHORD: S30°01'55"W 21.60 FEET; THENCE S53°00'50"W 208.42 FEET; THENCE N36°31'04"W 228.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.13 ACRES +/-

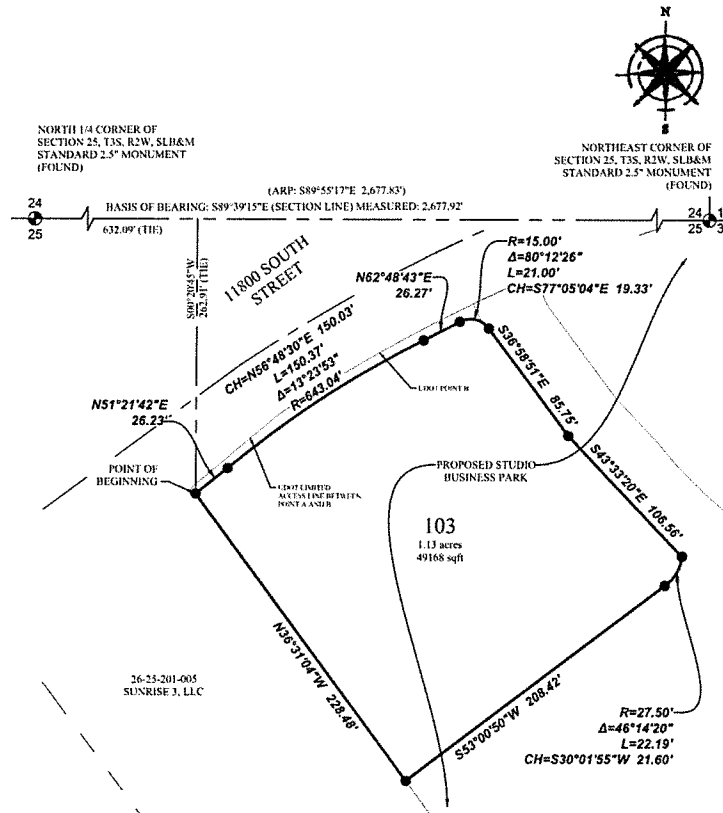
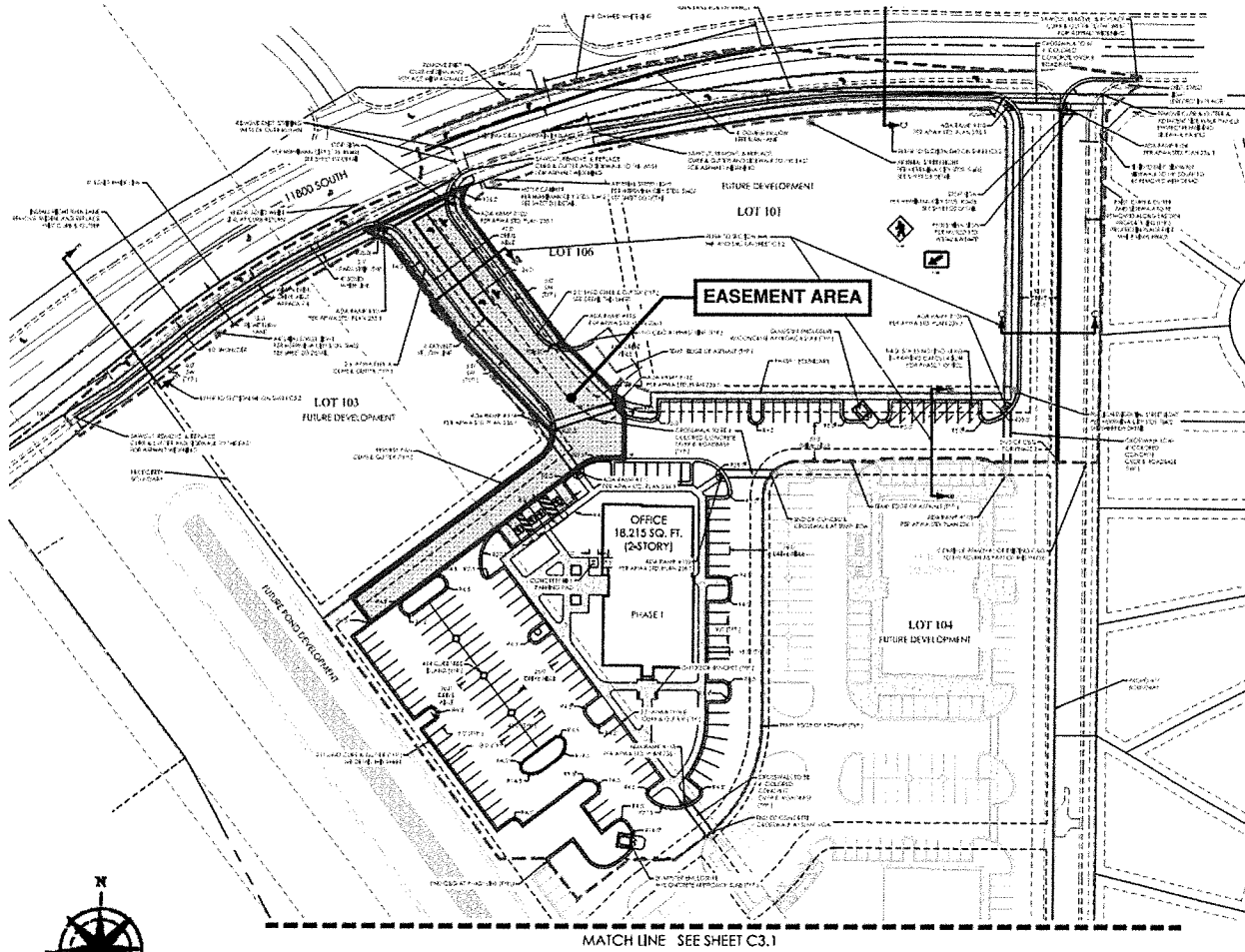


Exhibit B-1

EXHIBIT C
Easement Area



GRAPHIC SCALE

PHASE I PARKING TABULATION
OFFICE AREA: 18,215 SQ. FT.
REQUIRED: 122 STALLS
OFFICE PARKING
REGULAR: 120 STALLS

Exhibit C-1

EXHIBIT D
Existing Construction Drive



Exhibit D-1