

GRANT OF EASEMENT

This agreement (the "Agreement") is entered into on June 17, 2024, Data Driven Dwellings, LLC, whose address is 1860 E Aspen Leaf Pl., Draper, UT 84020 ("Grantor"), and John Collier, whose address is 4815 S Wanda Lane, Holladay, UT 84102 ("Grantee") (collectively, the "Parties").

TERMS AND CONDITIONS

For good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

- Purpose.** Grantor and Grantee own adjacent parcels of land. Grantee wishes to obtain an easement from Grantor across Grantor's land for purposes of ingress and egress from a public road, Park Street, to Grantee's land, which will burden Grantor's parcel for the benefit of Grantee's adjacent parcel.
- Burdened Property.** Grantor owns land in the city of Salt Lake City, county of Salt Lake, state of Utah, described on the attached Exhibit A as Lot 106B (the "Burdened Property").
- Benefited Property.** Grantee owns land in the city of Salt Lake City, county of Salt Lake, state of Utah, described on the attached Exhibit A as Lot 106A (the "Benefited Property").
- Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement, agrees to pay Grantor \$1.00 payable at the time of the signing of this Agreement. Grantor acknowledges and agrees to the sufficiency of this consideration.
- Description of the Easement.** Grantor grants to Grantee an easement for utility use over the Burdened Property for the benefit of the Benefited Property as described on the attached Exhibit B (the "Easement").
- Condition and Maintenance.** Grantor shall be responsible for maintaining the Easement that passes through the Burdened Property and shall not allow it to become unsightly or a nuisance. Grantee shall be solely responsible for maintaining the portion of the Easement that is on the Benefited Property and shall not allow it to become unsightly or a nuisance. Any ruts shall be promptly filled by the party responsible for the maintenance of the Easement where the ruts are located. Grantee has full permission to be on property within the easement in order to maintain the sewer lateral, including but not limited to excavation for repair. Grantee is responsible for returning any disturbed area within the easement to the existing condition of the easement property prior to the disturbance, including but not limited to replacement of landscaping and any other surface features.
- Cost Sharing.** Grantee agrees to take the responsibility for the maintenance and upkeep of the Easement, including but not limited to, repair, landscaping, snow removal, and any

other necessary maintenance activities. All costs associated with the maintenance of the Easement shall be the responsibility of the Grantee. Any expenses incurred shall be the responsibility of the Grantee.

8. **Parking.** Parking will be restricted to the owners respective property lines. The Grantee shall not park in the Grantors lot or driveway. The benefited property shall not use the easement for parking purposes.
9. **Right to Relocate.** The Burdened Property has the right to relocate the easement off of the Burdened Property at full cost to the Burdened Property. This can be done by altering the route of the sewer lateral or by doing a full replacement. The Burdened property is allotted only a 48-hour period of interrupted service to complete the relocation or pay a \$200 per day fine to the Benefited Property for every day of interrupted service. The Burdened Property shall not damage the driveway or garage of the Benefited Property. The Burdened Property shall have full rights of access to the Benefited Property during the relocation. Any damage caused during the relocation is the responsibility of the Burdened Property.
10. **Insurance.** The owner of the Benefited Property shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities that arise as a result of the use by the owner of the Benefited Property of the Easement and the owner of the Benefited Property's liability policy shall name the owner of the Burdened Property as an insured party for the owner of the Benefited Property's use of the Easement.
11. **Indemnification.** The owner of the Benefited Property agrees to indemnify and hold the owner of the Burdened Property harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the owner of the Benefited Property's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.
12. **Entire Agreement.** This Agreement and all exhibits constitute the entire agreement between the Parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the Parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both Parties.
13. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.
14. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall

be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Jurisdiction and Venue.** Any disputes under this conveyance shall be subject to the laws of the state of Utah and venue for any disputes shall lie in Salt Lake County, Utah.
16. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.
17. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:
 - Exhibit A—Legal descriptions of the Benefited Property and the Burdened Property
 - Exhibit B—Description of the Easement
18. **Effective date.** Grantor and Grantee have signed this Agreement, and it shall be effective as of the day and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

GRANTOR
Data Driven Dwellings LLC

Warren Crumett
By: Warren Crumett
Its: Manager

STATE OF UTAH)
Salt Lake COUNTY)

Acknowledged before me in Salt Lake County, Utah, on Sept 24, 2023, by
Warren Crumett.

[Signature]

[Notary Signature]

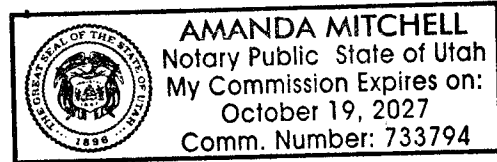
Amanda Mitchell

[Notary Printed Name]

Notary public, State of Utah, County of _____.

My commission expires _____.

Acting in the County of _____.



GRANTEE
John Collier

By: *John Collier*
Its: _____

STATE OF UTAH)
Salt Lake COUNTY)

Acknowledged before me in salt Lake County, Utah, on Sept 24, 202~~3~~⁴, by
AM *Amanda Mitchell John Collier*

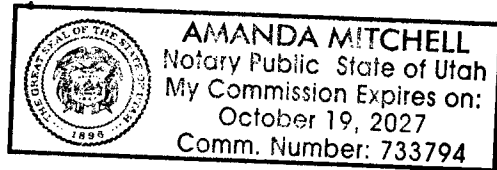
Amanda Mitchell
[Notary Signature]

Amanda Mitchell
[Notary Printed Name]

Notary public, State of Utah, County of _____.

My commission expires _____, _____.

Acting in the County of _____.





Legal Description
File No. **SL56958CA**

Information for Reference Purposes Only:

Parcel Number(s): **16-05-454-043**

Property Address(es):

Unassigned, SALT LAKE CITY, UT 84102

EXHIBIT "A"

The real property referred to herein is situated in **SALT LAKE** County, Utah, and is described as follows:

LOT 106B, MCCLELLAND ENCLAVE AMENDED, A PLANNED DEVELOPMENT SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF
THE SALT LAKE COUNTY RECORDER.