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Gary Christensen Washington County Recorder
01/15/2026 02:56:41 PM Fee \$40.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

When Recorded, Mail To:
Enclave Red Mountain Row, LLC
Attn: McKenna Christensen
610 N 800 W
Centerville, UT 84014

Parcel No.(s):SC-SILS-2-PT-A, SC-HASC-1, and SC-HASC-3

(Space Above for Recorder's Use Only)

**RECIPROCAL ACCESS AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

THIS RECIPROCAL ACCESS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "***Agreement***") is made and entered into as of the 14 day of December 2025 (the "***Effective Date***"), by and between Enclave Red Mountain Row, LLC, a Delaware limited liability company ("***CW***"), and HCA – Santa Clara Shops, LLC, a Utah limited liability company ("***HCA***"). CW and HCA may be referred to herein collectively as "***Parties***" or, individually, each a "***Party***".

RECITALS

A. CW is the fee simple owner of that certain real property located in Santa Clara, UT (the "***City***"), as more particularly described on Exhibit A attached hereto (the "***CW Property***").

B. HCA is the fee simple owner of that certain real property located in the City, as more particularly described on Exhibit B attached hereto that adjoins the western border of the CW Property (the "***HCA Property***").

C. The CW Property and the HCA Property are both commercial properties that are adjacent to each other.

D. The Parties desire to create an access way (the "***Access Road***") and grant each other access over and across their respective properties in order for consumers to access the other's property without having to go to the public street (the "***Access Easement Area***"), as more particularly described in Exhibits C and E.

E. In order to construct and effectuate this access, HCA desires to grant, and CW desires to accept, a non-exclusive and temporary construction easement over and across the HCA Property (the "***Construction Easement Area***"), as more particularly described in Exhibits D and E, for the purposes set forth herein.

F. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Access Easement and the Construction Easement.

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 is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Access Easement. CW and HCA hereby grant and convey unto the other Party, for use by the other Party, its agents, representatives, contractors, and consultants, and its and their employees, tenants, and invitees, a perpetual, non-exclusive easement over and across their portion of the Access Easement Area (the "***Access Easement***"), respectively, for (a) vehicular and pedestrian ingress and egress to and from the CW Property and the HCA Property, (b) such access as may be required to perform any repairs and maintenance to the Access Easement Area to the extent set forth herein, and (c) as may be reasonably necessary for the use, maintenance, repair, and replacement of any existing public utility facilities located within or beneath the Access Easement Area.

3. Grant of Construction Easement. HCA hereby grants and conveys unto CW for use by CW, its agents, representatives, contractors, and consultants, and its and their employees, a temporary, non-exclusive easement over and across the Construction Easement Area (the "***Construction Easement***" and collectively with the Access Easement, the "***Easements***"), respectively, for (a) constructing the Access Road, and (b) such access as may be required to perform any repairs and maintenance to the Access Road during the period in which CW is in warranty with the City with respect to the Access Road.

4. Approval of Construction Plans. CW will provide HCA with a copy of the construction plans for the Access Road for HCA to approve. If HCA does not respond within thirty (30) days of CW providing the construction plans for the Access Road, HCA will be deemed to approve of the plans.

5. Cooperation. HCA agrees to execute any permits or entitlement required by CW to construct the Access Road within fourteen (14) days of a request by CW.

6. Non-Exclusive Easements. The Parties each expressly reserve and shall have the right to use their respective portions of the Easements in any manner which does not unreasonably interfere with the other Party's use of the Easements.

7. Open Access. Except to the extent approved by the Parties, the Parties shall not be permitted to construct any other fence, wall, barricade, or other obstruction, which materially limits or impairs other Party's obligations with respect to the Easements, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent a Party reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, such Party's portion of the Easement.

8. Maintenance. Each Party shall be responsible, at its own cost, for maintaining their portion of the Access Road in a reasonably clean, safe, orderly, and good condition. If a portion of the Access Road on the other Party's property falls into disrepair or is damaged, a Party will notify the other Party, or its assignee, in writing of the situation and express their desired repairs.

9. Taxes. Each Party shall be responsible, at its own cost, for promptly paying taxes for their portion of the Access Road.

10. Insurance. Both Parties, their successors, and/or assigns shall obtain and maintain commercial general liability insurance, affording protection to themselves and each other (i.e. by naming the other Party as an additional insured thereon), for a combined bodily injury and property damage limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Such insurance may be a part of blanket liability coverage carried by either Party so long as such blanket policy does not reduce the limits or diminish the coverage required herein. Each Party shall, upon request from the other Party, provide the requesting Party with a certificate of insurance evidencing compliance with the foregoing insurance requirements.

11. Assignability. Either Party may assign its maintenance obligations set forth above to an owners association for its respective portion of the Access Road.

12. Damage Indemnity. CW shall indemnify, defend, and hold harmless HCA from all damages, costs, or expenses to the HCA Property resulting from the construction of the Access Road.

13. Third-Party Indemnity. Each Party shall indemnify, defend, and hold harmless the other Party (and their members, managers, shareholders, partners, employees, agents, representatives, affiliates, officers and directors, successors, assigns, and permittees) from all claims, demands, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) resulting from claims by third parties for bodily injury (including death) to any person or damage to personal or real property, to the extent caused by the negligence or intentional acts of the indemnifying Party, and its agents, employees, contractors, or any other representative, during the use (including, without limitation, the construction, maintenance, and repair of improvements) of the Easements granted by this Agreement.

14. Completion and Termination.

- a. The Access Easement shall run with the land in perpetuity, or until amended in accordance with Section 14.
- b. The Construction Easement runs until such time as CW completes the construction of the Access Road and has no further obligations with respect to the City and the Access Road.

15. Warranty of Title and Authority. The Parties warrant that they each have full right and lawful authority to make the grant of the Easements contained herein.

16. Amendment. Except as otherwise set forth herein, this Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respective legal representatives, successors, or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Washington County, Utah.

17. Binding Term. This Agreement shall run with the land, is irrevocable and shall bind the CW Property and the HCA Property at all times. All of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both Parties.

18. 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 Washington County, Utah.

19. 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.

20. Attorney Fees. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party, in addition to any other award of damages, its costs and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding.

21. Enforcement. If either or both Parties fail to perform or breach any obligation, requirement, duty or covenant contained herein, the 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. It is expressly agreed that no breach of or event of default under this Agreement shall: (i) entitle any Party to cancel, rescind, or otherwise terminate this Agreement; or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the CW Property and the HCA Property. This limitation shall not affect in any manner any other rights or remedies that a Party may have hereunder by reason of any such breach or default.

22. Estoppel Certificate. Each Party shall from time to time (but not more often than twice in any calendar year), upon not less than fifteen (15) days prior request by the other Party, execute, acknowledge and deliver to the requesting Party, a statement in writing certifying that this Agreement is unmodified and in full force and effect, or, if there have been any modifications,

that the same is in full force and effect as modified, including a statement as to whether a default exists and, if such a default exists, specifying the nature of the default.

23. No Public Dedication. Nothing herein will be deemed to be a grant or dedication of any portion of the Access Easement Area or the Construction Easement Area to or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement be strictly limited to the purposes expressed herein.

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

25. Entire Agreement. This instrument, along with any appendices, exhibits or schedules attached hereto, 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.

IN WITNESS WHEREOF, the Parties have executed this Reciprocal Access and Temporary Construction Easement Agreement as of the Effective Date.


CW:

Enclave Red Mountain Row, LLC a Delaware limited liability company

By: CW Red Mountain Member, LLC
a Utah limited liability company
Its: Administrative Member

By: Cole West Entity Services, LLC
a Utah limited liability company
Its: Manager

By: Cole West, LLC
a Utah limited liability company
Its: Manager

By: 
Name: Colin Wright
Its: Manager

State of Utah)
§
County of DAVIS)

On this 17th day of December, 2025, personally appeared before me Colin Wright, who, through the above referenced entities, is the Manager of Enclave Red Mountain Row, LLC, a Delaware limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and official seal.


(notary signature)



(seal)

[Signatures continued on next page.]

HCA:

HCA – Santa Clara Shops, LLC
a Utah limited liability company

By: *Robert Harmon*
Print Name: Robert Harmon
Its: Manager
Date: 12/17/2025

State of Utah)
 §
County of Salt Lake)

On this 17th day of December, 2025, before me personally appeared Robert Harmon 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 HCA – Santa Clara Shops, LLC, a Utah limited liability company, and that the foregoing document was signed by her/him with all authority.

Witness my hand and official seal.

Theresa James
(notary signature)

(seal)



EXHIBIT A
CW PROPERTY

Parcel No.SC-SILS-2-PT-A

More particularly described as: Lot 2, SILVERADO SANTA CLARA PARTIAL
AMENDMENT A (SC) according to the official plat thereof as recorded November 7, 2025 as
Entry No. 20250038684 in the office of the Washington County Recorder, State of Utah.

EXHIBIT B
HCA PROPERTY

Parcel No. SC-HASC-1 and SC-HASC-3

More particularly described as: Lots 1 and 3, HARMONS SANTA CLARA, according to the official plat thereof as recorded January 21, 2016 as Entry No. 20160002079 in the office of the Washington County Recorder, State of Utah.

EXHIBIT C
ACCESS EASEMENT AREA

Portions of Parcel Nos. SC-HASC-1

More particularly described as:

A part of the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian, located in Santa Clara City, Washington County, Utah, being more particularly described as follows:

Beginning at a located N0°37'40"E 241.60 feet along the Section line and S89°22'20"E 626.00 feet from the West Corner of Section 9, Township 42 South, Range 16 West, Salt Lake Base & Meridian; running thence N 00°37'37" E 35.30 feet; thence N 89°57'41" E 51.00 feet to the easterly boundary line of Harmons Santa Clara Subdivision, plat recorded January 01, 2016 as Entry No. 20160002079 in the Washington County Recorder's Office; thence along said subdivision line S 00°37'37" W 35.89 feet; thence N 89°22'23" W 51.00 feet to the point of beginning.

Containing 1,815 square feet +/-.

EXHIBIT D
CONSTRUCTION EASEMENT AREA

A Portion of Parcel No. SC-HASC-1

More particularly described as:

A part of the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian, located in Santa Clara City, Washington County, Utah, being more particularly described as follows:

Beginning at a located N0°37'40"E 241.60 feet along the Section line and S89°22'20"E 626.00 feet from the West Corner of Section 9, Township 42 South, Range 16 West, Salt Lake Base & Meridian; running thence N 00°37'37" E 35.30 feet; thence N 89°57'41" E 51.00 feet to the easterly boundary line of Harmons Santa Clara Subdivision, plat recorded January 01, 2016 as Entry No. 20160002079 in the Washington County Recorder's Office; thence along said subdivision line S 00°37'37" W 35.89 feet; thence N 89°22'23" W 51.00 feet to the point of beginning.

Containing 1,815 square feet +/-.

EXHIBIT E
EASEMENT EXHIBIT

