

WHEN RECORDED RETURN TO:

Compass Holdings Development, LLC
Attn: Christopher D. Trujillo
854 N. 240 E.
Kaysville, UT 84037

Affects Tax Parcel Numbers: 11-036-0031, 11-036-0051, 11-036-0052, and 11-036-0073

Private Non-exclusive Roadway Agreement

This Private Non-exclusive Roadway Agreement (the "Agreement") is made this 19 day of October, 2018, by and among Marian H. Storey as trustee of the Storey Trust dated March 24th, 2000, a Revocable Living Trust ("Storey"); Frost Family Real Estate, LLC, a Utah limited liability company ("Frost"); James Leland Frost ("James"); and Allison Brooke & Ryan Lewis Front (collectively, "Allison & Ryan"). Storey, Frost, James, and Allison & Ryan are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

A. Each of the Parties owns certain parcels located in Davis County, Utah, that are described on Exhibit B. The property owned by Frost described on Exhibit B shall be known as the "Frost Property."

B. An access road runs from the Highway 89 frontage road right of way and crosses the parcel owned by Storey and Frost (the "Access Road").

C. James, Allison & Ryan currently access their parcels via the access road that runs across the Frost property (the "Frost Road"); however, the Frost Property is in the process of being developed (the "Development") and access to Frost Road may be interrupted periodically and temporarily during the Development.

D. The Parties intend to establish reciprocal non-exclusive easements for access over and across the area described on Exhibit A and depicted on Exhibit C (the "Easement Premises").

NOW, THEREFORE, in consideration of the premises, the covenants, promises, terms and conditions contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rights in the Easement Premises. Each of the Parties grants to each of the other Parties and to their respective successors or assigns a non-exclusive right of ingress and egress over the Easement Premises for the purpose of providing ingress and egress for vehicular and pedestrian traffic. The right shall be perpetual unless terminated pursuant to Section 6. James and Allison & Ryan are granted the right to connect their shared driveway into the Access Road at their own expense. Notwithstanding anything in this Agreement to the contrary, James, Allison & Ryan each agree they shall only use the Access Road if access to their respective parcels is not

available over the Frost Road or other provided access as part of the Development, and they further agree to restrict use to light duty vehicles and travel at a speed of 25 miles per hour or less.

2. Indemnification and Insurance. Each Party hereby agrees to indemnify, defend and hold harmless the other Parties from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees at trial and on appeal), judgments, proceedings, and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from that Party's negligent or willful act or omission on the Easement Premises.

3. Hazardous Materials. In accordance with federal and state law, no Party shall use or permit the use, handling, generation, storage, release, or disposal of any hazardous material on, about or under the Easement Premises.

4. Damage. If any Party causes damage to the Easement Premises, then that Party shall be solely responsible to immediately and completely replace and repair and restore to its prior condition that portion of the Easement Premises damaged.

5. Default. If any Party does not perform its obligations under this Agreement, the non-defaulting Party shall be entitled to enforce, with or without litigation, this Agreement and seek any remedy at law, in equity or under this Agreement. Those remedies under the Agreement include specific performance and attorney's fees and costs, including fees and costs incurred on appeal or in bankruptcy, to enforce this Agreement.

6. Reserved Right to Move or Replace Easement Premises. Storey and Frost each reserve the right to move the portion of the Easement Premises on their parcel to another location or their respective parcel if or to the extent it is determined by them to be necessary for the future development or use of their parcel. In addition, this Agreement shall terminate only to James and Allison & Ryan when James and Allison & Ryan acquire access to their respective parcels through a dedicated public street or private right of way, or other legally described access easement beside the Frost Road.

7. Modification and Integration. This Agreement shall not be amended or modified except in writing executed by all persons having an interest in the benefitted lands described on Exhibit B.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land as to the parcels owned by the Parties and are binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors and assigns.

9. Termination of Prior Rights and Easements. This Agreement hereby terminates any and all rights and agreements regarding access across the Storey and Frost parcels for the benefit of the Parties including, without limitation, any prescriptive easement, easement by necessity, implied easement or oral agreement between the Parties or any of their predecessors in interest.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding access over their respective parcels.

(Signatures and Acknowledgments begin on following page)

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

Storey Trust, dated March 24, 2000, Marian H. Storey, trustee

By: Marian H. Storey
Marian H. Storey, trustee

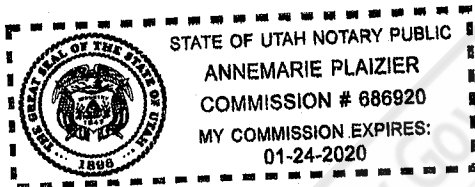
State of Utah)
) ss.
County of Davis)

The foregoing instrument was duly acknowledged before me this 18 day of October, 2018, by Marian H. Storey as trustee of the Storey Trust dated March 24th, 2000, a Revocable Living Trust.

My Commission Expires: 1/24/2020

Annemarie Plaizier

Notary Public
Residing at: Davis Co.



Allison Brooke Frost
Allison Brooke Frost

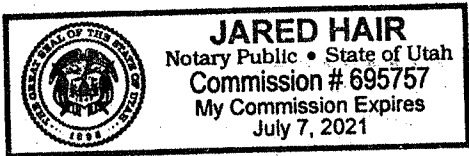
State of Utah)
) ss.
County of Davis)

The foregoing instrument was duly acknowledged before me this 13th day of October, 2018, by Allison Brooke Frost.

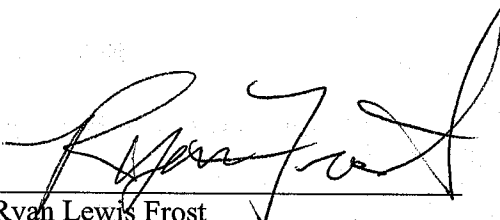
My Commission Expires: 7-7-21

Jared Hair

Notary Public
Residing at: Leaysville



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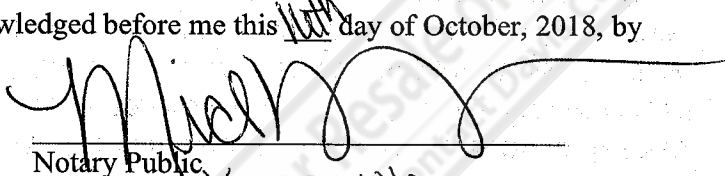


Ryan Lewis Frost

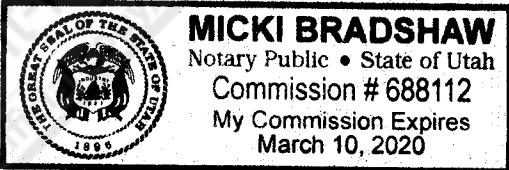
State of Utah)
) ss.
County of Davis)

The foregoing instrument was duly acknowledged before me this 10th day of October, 2018, by Ryan Lewis Frost.

My Commission Expires:
March 10 2020



Notary Public
Residing at: Kaysville



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Exhibit A
To
Private Non-exclusive Roadway Agreement

A 20 FOOT WIDE ROAD RIGHT OF WAY FOR INGRESS AND EGRESS THE CENTERLINE OF WHICH IS DESCRIBED: BEGINNING AT A POINT SOUTH 1302.36 FEET, MORE OR LESS, AND EAST 341.09, MORE OR LESS, FROM THE NORTHWEST CORNER SECTION 25, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID POINT ALSO BEING ON THE GRANTORS WEST PROPERTY LINE AND COMMON TO THE EAST PROPERTY LINE OF UTAH STATE ROAD COMMISSION PARCEL 11-036-0003; RUNNING THENCE SOUTH $88^{\circ}58'43''$ EAST 273.61 FEET, MORE OR LESS; THENCE NORTH $89^{\circ}03'07''$ EAST 672.17 FEET, MORE OR LESS, TO A 350.00 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 150.02 FEET (Chord= North $76^{\circ}46'23''$ East 148.87 feet); THENCE NORTH $64^{\circ}29'38''$ EAST 9.16 FEET, MORE OR LESS, TO A 500.00 RADIUS FOOT CURVE TO THE LEFT HAVING A LENGTH OF 75.12 FEET (Chord = North $60^{\circ}11'23''$ East 75.05 feet) ; THENCE NORTH $55^{\circ}53'08''$ EAST 54.20 FEET, MORE OR LESS, TO A 500.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A LENGTH OF 37.11 FEET (Chord = North $58^{\circ}00'42''$ East 37.10 feet); THENCE NORTH $60^{\circ}08'16''$ EAST 133.72 FEET, MORE OR LESS, TO A 300.00 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 111.64 FEET (Chord = North $49^{\circ}28'37''$ East 111.00 feet); THENCE NORTH $38^{\circ}48'59''$ EAST 44.67 FEET, MORE OR LESS, TO 150.00 RADIUS CURVE TO THE RIGHT HAVING A LENGTH OF 146.11 FEET (Chord = North $66^{\circ}43'17''$ East 140.40 feet); THENCE SOUTH $85^{\circ}22'24''$ EAST 113.07 FEET, MORE OR LESS, TO A 500.00 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH 170.10 FEET (Chord = North $84^{\circ}52'49''$ East 169.28 feet) AND TO THE POINT OF ENDING ON THE NORTH LINE OF STOREY AND A COMMON LINE BETWEEN STOREY AND FROST. SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THE GRANTORS FROST PARCEL 11-036-0051 AND RUNNING THENCE THROUGH A 500.00 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 6.66 FEET (Chord = North $74^{\circ}45'09''$ East 6.66 feet); THENCE NORTH $74^{\circ}22'15''$ EAST 74.23 FEET, MORE OR LESS, TO A 60.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A LENGTH OF 72.44 FEET (Chord = South $71^{\circ}02'23''$ East 68.12 feet) AND TO THE POINT OF ENDING OF SAID FROST PROPERTY AND THE POINT OF BEGINNING OF GRANTORS OF SAID STOREY PARCEL AND RUNNING THENCE THROUGH A 60.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A LENGTH OF 35.45 FEET (Central Angle = $33^{\circ}51'17''$) TO A 255.71 RADIUS CURVE TO THE RIGHT HAVING A LENGTH OF 87.59 FEET (Central Angle = $19^{\circ}37'37''$) TO A 100.00 RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 46.25 FEET (Central Angle = $26^{\circ}30'01''$) ; THENCE SOUTH $09^{\circ}28'09''$ EAST 13.04 FEET, MORE OR LESS, TO A 26.94 FOOT RADIUS CURVE TO THE LEFT HAVING A LENGTH OF 70.19 FEET (Central Angle = $144^{\circ}22'48''$); THENCE NORTH $21^{\circ}15'38''$ EAST 13.95 FEET, MORE OR LESS, TO THE POINT OF ENDING OF STOREY.

Exhibit B
To
Private Non-exclusive Roadway Agreement

Frost Parcel

Beginning at the Northeast Corner of Bromsfield Subdivision, said point being on the south line of Layton City, the south line of Twin Peaks Cove No. 3 Subdivision, and the section line at a point South $89^{\circ}50'45''$ East 1960.90 feet along the section line from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South $89^{\circ}50'45''$ East 672.84 feet along the south line to the Southeast Corner of Layton City, the south line to the Southeast Corner of Twin Peaks Cove No. 3 Subdivision, and along the quarter section line to the North Quarter Corner of said Section 25; thence South $0^{\circ}15'44''$ West 929.80 feet along the quarter section line; thence North $89^{\circ}50'45''$ West 2291.04 feet to the east line of the east Frontage Road of U.S. Highway 89, (Mountain Road); thence North $0^{\circ}35'45''$ West 23.26 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road); thence South $89^{\circ}50'15''$ West 70.00 feet along the north line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the east line of State Highway No. 89, (Mountain Road); thence North $0^{\circ}35'45''$ West 472.00 feet along the east line of State Highway No. 89, (Mountain Road) to the south line of the East Frontage Road of State Highway No. 89, (Mountain Road); thence North $89^{\circ}50'15''$ East 60.00 feet along the south line to the Southeast Corner of the East Frontage Road of State Highway No. 89, (Mountain Road); thence North $0^{\circ}35'45''$ West 184.66 feet along the east line of the East Frontage Road of State Highway No. 89, (Mountain Road) to the Southwest Corner of Bromsfield Subdivision; thence South $89^{\circ}50'45''$ East 1638.71 feet along the south line to the Southeast Corner of Bromsfield Subdivision; thence North $0^{\circ}11'10''$ East 250.00 feet along the east line of Bromsfield Subdivision to the point of beginning.

Together with the right of access to the nearest roadway of highway over and across Easterly and Westerly right of way lines, as provided for by Warranty Deed, recorded March 27, 1947, as Entry No. 97099, in Book 2-C, at Page 418, and as modified by Agreement for Change of Access Openings, recorded August 11, 1948, as Entry No. 103372, in Book R of Liens and Leases: at Pages 388 and 389, of Official Records of Davis County, State of Utah.

Less & excepting therefrom the following:

Beginning at a point South $89^{\circ}50'45''$ East 1935.15 feet along the section line and South $0^{\circ}09'15''$ West 379.28 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South $0^{\circ}09'15''$ West 131.16 feet; thence North $89^{\circ}51'35''$ West 350.83 feet; thence North $0^{\circ}08'25''$ East 2.91 feet; thence northerly 120.73 feet along the arc of a 172.50 foot radius curve to the right, (center bears South $89^{\circ}51'35''$ East and long chord bears North $20^{\circ}11'23''$ East 118.28 feet, with a central angle of $40^{\circ}05'56''$); thence northerly 21.58 feet along the arc of a 227.50 foot radius curve to the left, (center bears North $49^{\circ}45'39''$ West and long chord bears North $37^{\circ}31'19''$ East 21.57 feet, with a central angle of $5^{\circ}26'04''$); thence South $89^{\circ}51'35''$ East 297.21 feet to the point of beginning.

Less & excepting therefrom the following::

Beginning at a point South 89°50'45" East 1935.15 feet along the section line and South 0°09'15" West 510.44 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running; thence South 0°09'15" West 162.22 feet; thence North 89°51'35" West 333.92 feet; thence northwesterly 44.48 feet along the arc of a 227.50 foot radius curve to the left, (center bears South 52°35'24" West and long chord bears North 43°00'39" West 44.41 feet, with a central angle of 11°12'07"); thence northerly 18.68 feet along the arc of a 15.00 foot radius curve to the right, (center bears North 41°23'17" East and long chord bears North 12°56'14" West 17.50 feet, with a central angle of 71°20'57"); thence northerly 89.72 feet along the arc of a 227.50 foot radius curve to the left, (center bears North 67°15'46" West and long chord bears North 11°26'19" East 89.14 feet, with a central angle of 22°35'49"); thence North 0°08'25" East 25.36 feet; thence South 89°51'35" East 350.83 feet to the point of beginning.

Less and excepting therefrom all that portion of property conveyed to Mutton Hollow Improvement District, a public corporation of the State of Utah, by Warranty Deed, recorded February 24, 1966, as Entry No. 295927, in Book 338, at Page 641, and more particularly described as follows: A part of the Northwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is 1960.9 feet East, 250 feet South and 60 feet East from the Northwest corner of said Section 25; and running thence East 75 feet; thence North 75 feet; thence West 75 feet; thence South 75 feet to the point of beginning.

Storey Parcel

BEG 1099.8 FT S OF THE NE COR OF NW 1/4 OF SEC 25-T4N-R1W; SLM: RUN TH S 220.2 FT ALG THE 1/4 SEC LINE; TH W 310 FT M/L; TH N 190 FT; TH W 300 FT M/L; TH S 50.00 FT; TH N 70°20'46" W 222.99 FT; TH W 30 FT; TH S 215.0 FT; TH W 1450.0 FT M/L ALG THE S LINE OF N 1/2 OF NW 1/4 TO E LINE OF A FRONTAGE ROAD AS CONV BY 408-306 & 409-585; TH N 0°26' W 60 FT M/L ALG SD FRONTAGE ROAD TO A PT ON S LINE OF M.H.I.D.; TH E 357 FT M/L ALG SD S LINE TO SE COR OF SD PPTY; TH N 0°26' W 330.2 FT TO A PT 929.8 FT S OF N LINE SD SEC; TH E 1686.47 FT M/L; TH S 170.0 FT; TH E 260 FT TO THE POB. CONT: 14.602 ACRES

James Parcel

Beginning at a point South 89°50'45" East 1935.15 feet along the section line and South 0°09'15" West 379.28 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;
Thence South 0°09'15" West 131.16 feet;
Thence North 89°51'35" West 350.83 feet;
Thence North 0°08'25" East 2.91 feet;
Thence northerly 120.73 feet along the arc of a 172.50 foot radius curve to the right, (center bears South 89°51'35" East and long chord bears North 20°11'23" East 118.28 feet, with a central angle of 40°05'56");

Thence northerly 21.58 feet along the arc of a 227.50 foot radius curve to the left, (center bears North 49°45'39" West and long chord bears North 37°31'19" East 21.57 feet, with a central angle of 5°26'04");

Thence South 89°51'35" East 297.21 feet to the point of beginning.

Contains 43,782 square feet, 1.005 acres.

Allison & Ryan Parcel

Beginning at a point South 89°50'45" East 1935.15 feet along the section line and South 0°09'15" West 510.44 feet from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 0°09'15" West 162.22 feet;

Thence North 89°51'35" West 333.92 feet;

Thence northwesterly 44.48 feet along the arc of a 227.50 foot radius curve to the left, (center bears South 52°35'24" West and long chord bears North 43°00'39" West 44.41 feet, with a central angle of 11°12'07");

Thence northerly 18.68 feet along the arc of a 15.00 foot radius curve to the right, (center bears North 41°23'17" East and long chord bears North 12°56'14" West 17.50 feet, with a central angle of 71°20'57");

Thence northerly 89.72 feet along the arc of a 227.50 foot radius curve to the left, (center bears North 67°15'46" West and long chord bears North 11°26'19" East 89.14 feet, with a central angle of 22°35'49");

Thence North 0°08'25" East 25.36 feet;

Thence South 89°51'35" East 350.83 feet to the point of beginning.

Contains 57,619 square feet, 1.322 acres.

Exhibit C
To
Private Non-exclusive Roadway Agreement

