

When recorded, mail to:
IDA Holdings, LLC (3)
1352 E. 700 S.
Clearfield, Ut. 84015

EASEMENT AGREEMENT

b-082241

This Easement Agreement ("Agreement") is entered into this 15th day of April, 2019, by and between IDA Holdings, LLC ("Grantor") whose address is 1352 E. 700 S. Clearfield, Ut. 84015; and John Petroff, Jr. and Pamela S. Petroff ("Grantee") whose address is 1350 East 700 South; Clearfield, UT 84015. Grantor and Grantee are hereinafter collectively referred to as "the Parties."

RECITALS

A. Grantor is the fee owner of the following described real property:

Lot 2, Woodward Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

Parcel no. 09-435-0002

Hereinafter referred to as "Lot 2."

B. Grantee is the fee owner of the following described real property:

Lot 1, Woodward Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

Parcel no. 09-435-0001

Hereinafter referred to as "Lot 1."

C. The Parties desire to create an exclusive easement for purposes of maintaining, constructing, erecting, and displaying a sign, on Lot 2 for the benefit of Lot 1, and the present and future owners thereof, hereafter referred to as "the Easement," and more particularly described as follows:

That same portion of land located in the Northeast corner of Lot 2, Woodward Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof, which is currently being used for a presently existing sign.

D. Grantor is willing to grant the Easement, subject to the terms, conditions, reservations and provisions set forth herein, with these Recitals being incorporated into the Parties' Agreement as material terms.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by reference, and in consideration of the mutual promises and covenants of the parties, the receipt and sufficiency of which are acknowledged, and in consideration of the sum of \$10.00, paid by Grantee to Grantor, the parties hereto agree as follows:

1. Grant of Easement. Grantor, for himself, his heirs, successors and assigns in Lot 2, hereby grants and conveys to the Grantee and their respective heirs, successors and assigns in Lot 1, the Easement, for purposes of maintaining, constructing, erecting, and displaying a sign on Lot 2. The Easement shall be appurtenant to Lot 1, and shall run with the land and inure to the benefit of the Grantee.
2. Exclusive Use. The Easement granted herein is exclusive. Grantor retains all rights to use and to continue to use the real property encumbered by the Easement for all other purposes and uses that do not substantially interfere with the rights granted herein.
3. Restrictions. Except as otherwise expressly provided for herein, the Easement may not be used by the Grantee for any purpose other than the construction, erection, maintenance, and display of a sign of the same size, dimensions, and structure of the currently existing sign.
4. Maintenance. Grantee shall have the right to make such repairs and maintenance to the Easement as Grantee reasonably deems appropriate for the proper use thereof with the written consent of the Grantor, which consent shall not be unreasonably withheld, provided that any such repairs or maintenance shall be made solely at the expense of the owner causing the same. Such repairs and maintenance may include general maintenance, replacement, repainting, repairing, and cleaning.
5. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, losses, costs, damages, injuries and reasonable attorney's fees arising out of, as a result of, or in connection with any claim made against Grantor and/or Lot 2 as a result of the use or misuse of the Easement by Grantee or any person or entity using the Easement with the express or implied authorization, permission, or consent of Grantee.
6. Covenant to run with the land. The covenants and agreements of the Parties contained in this Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their respective heirs, assigns and successors in interest.
7. Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

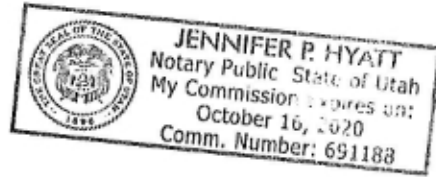
(SIGNATURE PAGES AND EXHIBIT PAGES ARE ATTACHED)

[Signature]
IDA Holdings, LLC

STATE OF UTAH)
)ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 1st day of April, 2019
by Paul Fielding McClure, Manager of IDA Holdings, LLC.

[Signature]
Notary Public



My Commission Expires: 10-16-20
Residing at: [Signature]

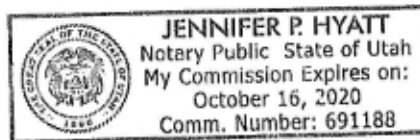
[Signature]
~~John~~ Petroff, Jr.
John
[Signature] S.
Pamela S. Petroff

[Signature]

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1st day of April, 2019
by ~~John~~ Petroff, Jr. and Pamela S. Petroff.
John

[Signature]
Notary Public



My Commission Expires: 10-16-20
Residing at: [Signature]