



W3347079

When recorded mail to:

MTK Holding, L.L.C.
2393 S. 1900 W.
Ogden, UT 84401

E# 3347079 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
08-Nov-24 0139 PM FEE \$40.00 DEP SD
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

175629- TOF

Tax Parcel No.: 08-087-0031 SW
08-087-0090

SHARED ACCESS AND UTILITIES EASEMENT AGREEMENT

This SHARED ACCESS AND UTILITIES EASEMENT AGREEMENT (“**Agreement**”) is effective when recorded with the Weber County Recorder’s Office by MTK HOLDING, L.L.C., a Utah limited liability company (“**MTK**”).

RECITALS

A. MTK is the Owner (defined below) of Lot 1 (“**Lot 1**”) of the Kemp Subdivision depicted on Exhibit A attached hereto (the “**Kemp Subdivision**”).

B. MTK is the owner of Lot 2 of the Kemp Subdivision, which Lot 2 is depicted on Exhibit A attached hereto (“**Lot 2,**” and, together with Lot 1, the “**Property**”). The Property is further described on Exhibit B attached hereto.

C. MTK, as the Owner of Lot 1 and Lot 2, desires to establish a certain non-exclusive, perpetual shared access and utilities easement upon an area to be located upon a portion of Lot 2, as further described and depicted on Exhibit C attached hereto (the “**Shared Access Easement**”).

D. MTK, as the Owner of Lot 1 and Lot 2, also desires to grant the option to the future Owners of Lot 1 (the “**Option**”), to establish an additional non-exclusive, perpetual shared access easement upon an area to be located upon a portion of Lot 2, as further described and depicted on Exhibit C attached hereto (the “**Optional Easement**”).

AGREEMENT

NOW, THEREFORE, the MTK sets forth the following terms:

1. **Definitions.** As used herein, unless the context otherwise requires, the following terms and phrases shall have the meaning stated:

1.1 “**Occupant**” shall mean any Person, other than an Owner, leasing, residing upon, or with other interest in the Property. This includes, but is not limited to an Owner’s lessees, tenants, agents, invitees, and representatives.

1.2 **“Owner”** shall mean the Person or Persons who are vested with record title of the Property or any portion thereof, and whose interest in the Property is held in fee simple, according to the records of the Weber County Recorder.

1.3 **“Person”** shall mean a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

2. **Shared Access and Utilities Easement.** Lot 1 shall have appurtenant to it and be benefitted by, for the benefit of all Owners and Occupants of Lot 1, a perpetual, nonexclusive easement for (a) ingress and egress by vehicular and pedestrian traffic, on, over, and across that certain Shared Access Easement located or to be located upon a portion of Lot 2, and (b) utilities easements under that certain Shared Access Easement, and Lot 2 shall be subject to and burdened by such nonexclusive easements benefitting Lot 1.

3. **Optional Easement.** If the Owner of Lot 1 desires to establish the Optional Easement, such Owner shall provide written notice to the other Owner of its intent to exercise the Option. If the Option is exercised, then Lot 1 shall have appurtenant to it and be benefitted by, for the benefit of all Owners and Occupants of Lot 1, a perpetual, nonexclusive easement for ingress and egress by vehicular and pedestrian traffic, on, over, and across that certain Option Easement located or to be located upon a portion of Lot 2, conditioned only upon the Owner of Lot 1 performing all improvement obligations to allow for access to and from Lot 1 across the area described as the Optional Easement, as may be required by local zoning requirements or municipal codes.

4. **Non-Exclusive.** The easements granted herein shall be non-exclusive; provided that neither the Owner of Lot 2 nor any Occupant thereof shall use or permit any use of Lot 2 in a manner which unreasonably interferes with the use by the Owner of Lot 1 (or its Occupants) of the Shared Access Easement or Option Easement (if applicable) as permitted hereunder, except as otherwise expressly provided for herein.

5. **No Barriers.** No walls, fences or barriers of any kind shall be constructed or maintained on Lot 2, or any portion thereof, by the Owner of Lot 2 (or its Occupants) which shall prevent or impair the use or exercise of the easements granted herein. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Shared Access Easement which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the Owner of Lot 2 to prevent a public dedication of an easement or access right.

6. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Lot 1 or Lot 2 to or for the general public or for any public purposes whatsoever, it being the intention of MTK that this Agreement be strictly limited to and for the purposes expressed herein.

7. **Severability.** Invalidation of any one or a portion of the easements or provisions set forth in this Agreement by judgment or court order shall in no way affect any other portion of the easements or provisions contained herein or therein, which shall remain in full force and effect.

8. **Covenants to Run with the Land.** The easements and other provisions of this Agreement shall run with and bind the Property as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and shall be enforceable by the Agreement or any Owner, Occupant, their respective legal representatives, heirs, successors, and any third-party beneficiary. By acquiring any interest in the Property or any portion thereof, such Owner or Occupant consents to, and agrees to be bound by, each and every provision of this Agreement.

9. **Construction.** The provisions of this Agreement shall be liberally construed to effectuate its purpose set forth above. The Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

10. **Consent.** By acceptance of a deed, lease or other conveyance of an interest in the Property or any portion thereof, each Owner or Occupant of such Owner's portion of the Property consents to this Agreement, including but not limited to the easements set forth herein.

[Signatures on following pages.]

EXHIBIT A
PLAT
(Kemp Subdivision Plat)

[See Attached]

EXHIBIT B
LEGAL DESCRIPTION OF
THE PROPERTY

A parcel of land being all of those two (2) entire tracts of land described in that Quitclaim Deed recorded August 23, 2002 as Entry No. 1869952 in Book 2256, at Page 2466 and Quitclaim Deed recorded August 23, 2002 as Entry No. 1869954 in Book 2256, at Page 468 in the Office of the Weber County Recorder. Said parcel of land is located in the Northwest Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian as is described as follows:

Beginning at the southwesterly corner of said entire tract described in that Quitclaim Deed as Entry No. 1869952 and the northerly right-of-way line of 4400 South Street, which is 1332.14 feet N. 89°31'43" E. along the Section Line and 33.01 feet North from the West Quarter Corner of said Section 12; thence N. 00°56'21" E. (R=North 1° Deg 16 Min 41 Sec East) 452.94 feet to an existing fence; thence along said existing fence the following four (4) courses: 1) N. 44°28'30" E. (R= North 44 Deg 48 Min 50 Sec East) 809.88 feet; 2) S. 88°38'14" E. (R= South 88° Deg 17 Min 54 Sec East) 750.81 feet; 3) S. 00°25'44" W. (R=South 0 Deg 46 Min 04 Sec West) 1,002.11 feet; 4) S. 89°31'44" W. (R=South 89 Deg 52 Min 04 Sec West) 1,317.96 feet to the Point of Beginning.

The above-described parcel of land contains 1,178,611 sq. ft. or 27.057 acres, more or less. 2 Lots

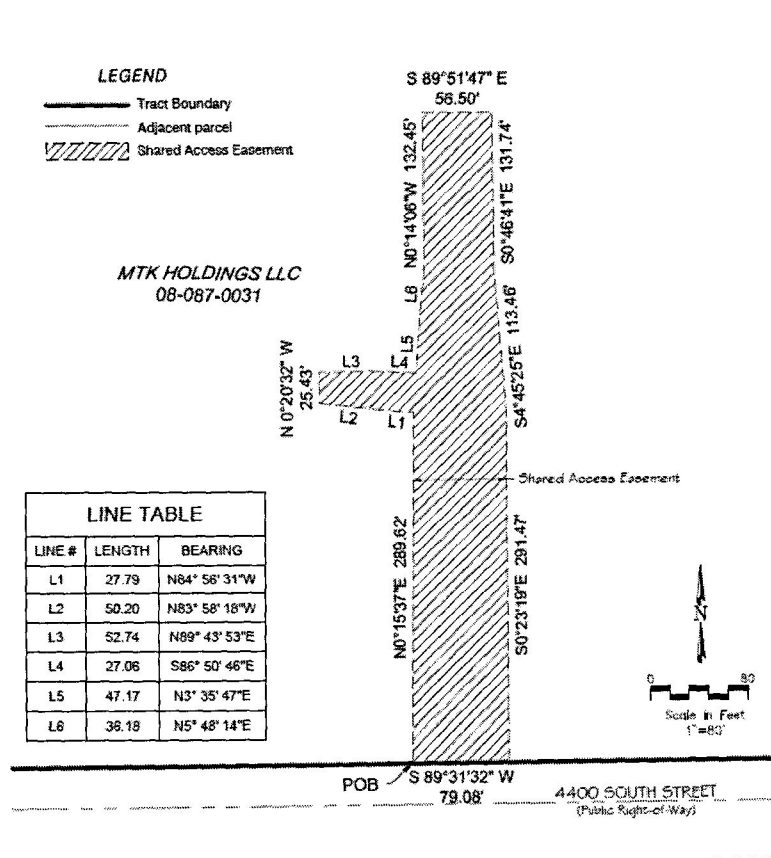
EXHIBIT C EASEMENTS

Shared Access Easement

A shared access easement being part of an entire tract described in that Quitclaim Deed recorded August 23, 2002 as Entry No. 1869952 in Book 2256, at Page 2466 in the Office of the Weber County Recorder. Said easement is located in the Northwest Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian as is described as follows:

Beginning at a point on the northerly right-of-way line of 4400 South Street, which is 2242.00 feet N. 89°31'43" E. along the Quarter Section Line and 33.00 feet North from the West Quarter Corner of said Section 12; thence N. 00°15'37" E. 289.62 feet; thence N. 84°56'31" W. 27.79 feet; thence N. 83°58'18" W. 50.20 feet; thence N. 00°20'32" W. 25.43 feet; thence N. 89°43'53" E. 52.74 feet; thence S. 86°50'46" E. 27.06 feet; thence N. 03°35'47" E. 47.17 feet; thence N. 05°48'14" E. 36.18 feet; thence N. 00°14'06" W. 132.45 feet; thence S. 89°51'47" E. 56.50 feet; thence S. 00°46'41" E. 131.74 feet; thence S. 04°45'25" E. 113.46 feet; thence S. 00°23'19" E. 291.47 feet to said northerly right-of-way line of 4400 South Street; thence S. 89°31'32" W. 79.08 feet along said northerly right-of-way line to the Point of Beginning.

The above-described easement contains 40,025 sq. ft. or 0.918 acre, more or less.

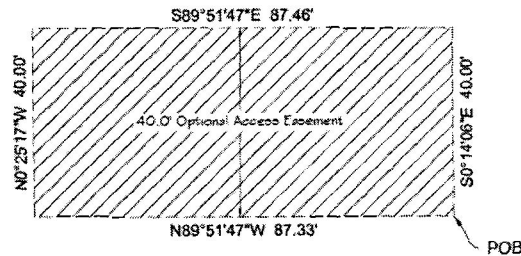


Optional Easement

An optional access easement being part of an entire tract described in that Quitclaim Deed recorded August 23, 2002 as Entry No. 1869952 in Book 2256, at Page 2466 in the Office of the Weber County Recorder. Said easement is located in the Northwest Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian as is described as follows:

Beginning at a point which is 2251.55 feet N. 89°31'43" E. along the Quarter Section Line and 529.97 feet North from the West Quarter Corner of said Section 12; thence N. 89°51'47" W. 87.33 feet; thence N. 00°25'17" W. 40.00 feet; thence S. 89°51'47" E. 87.46 feet; thence S. 00°14'06" E. 40.00 feet to the **Point of Beginning**.

The above-described easement contains 3,496 sq. ft. or 0.080 acre, more or less.



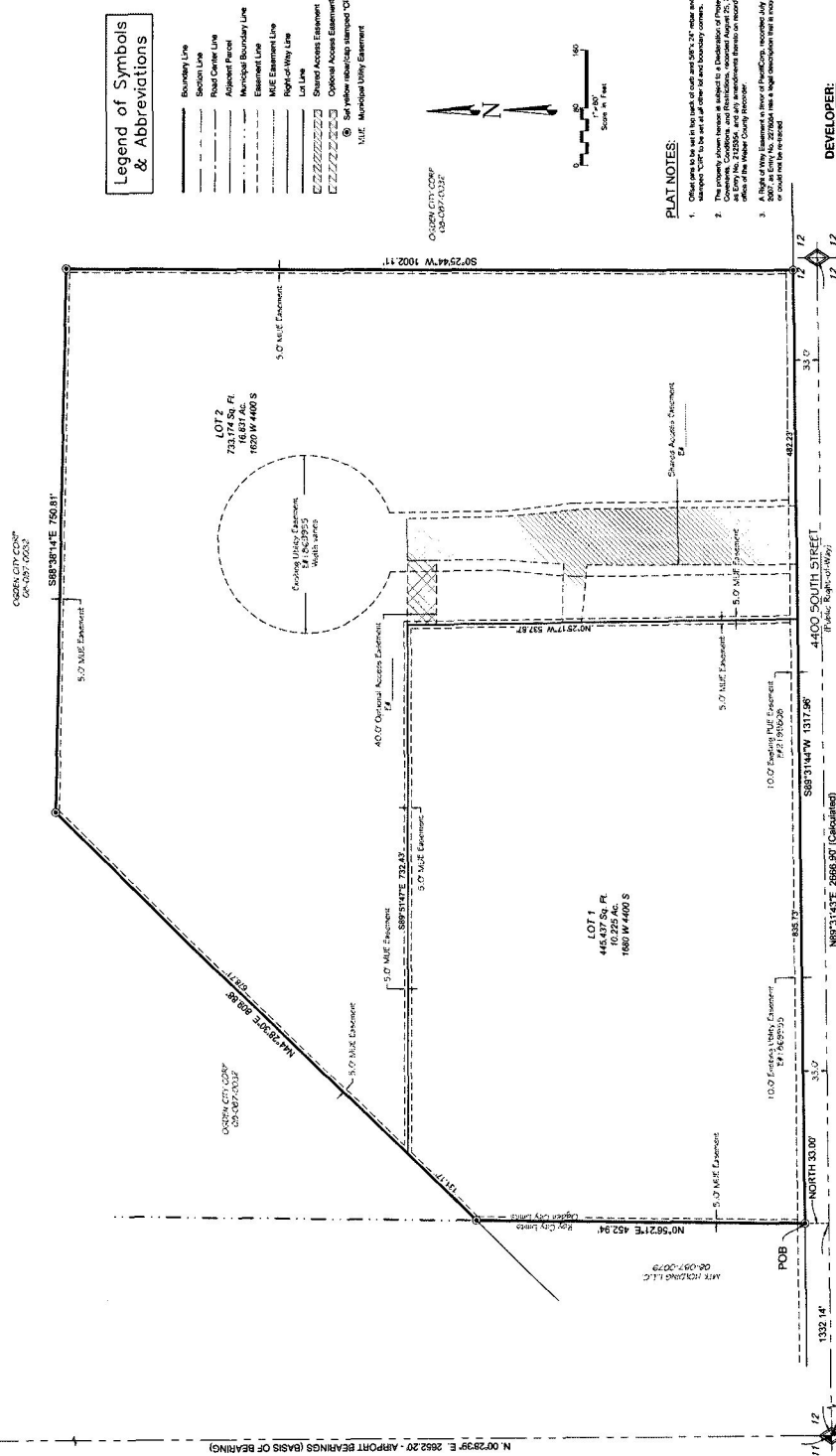
MTK HOLDINGS LLC
08-087-0031



KEMP SUBDIVISION

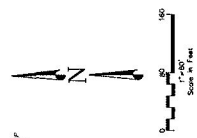
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
OGDEN CITY, WEBER COUNTY, UTAH

Found Northwest Corner
Section 12, T. 5N., R. 2W., S. 68M
Weber County 3" Blues Cap
(S&N 1116)



Legend of Symbols & Abbreviations

--- (dashed line)	Boundary Line
--- (solid line)	Road Center Line
--- (dotted line)	Adjacent Parcel
--- (dash-dot line)	Municipal Boundary Line
--- (long-dash line)	MUE of Alley Line
--- (short-dash line)	Right-of-Way Line
--- (dotted line)	Lot Line
--- (dashed line)	Sound Access Easement
--- (dotted line)	Optional Access Easement
--- (dashed line)	Set-back easement/stamped "CIP"
--- (dotted line)	MUE, Municipal Utility Easement



- ### PLAT NOTES:
1. Other lots to be set in the future of this plat are 24' wide and 24' deep. They are to be set in the future of this plat and are not shown on this plat.
 2. All easements are shown on this plat and are subject to the terms, conditions and restrictions contained in the plat of the subdivision.
 3. A Right of Way Easement is shown in favor of the City of Ogden, located July 6, 2007 as Entry No. 207864 and is a legal easement that is not shown on this plat.

DEVELOPER:
MTR Holdings, LLC
424 W. Riverside, Suite 200
Salt Lake City, UT 84111

OWNER:
MTR Holdings, LLC
424 W. Riverside, Suite 200
Salt Lake City, UT 84111

Approved by the Ogden City Council on this day of _____, A.D. 20____
Signed by _____ City Engineer
Ogden City Engineer

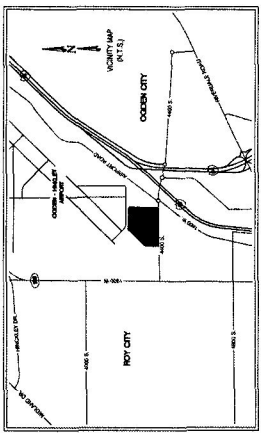
Approved by the Ogden City Attorneys Office on this day of _____, A.D. 20____
Signed by _____ Ogden City Attorney
Ogden City Attorney

Approved by the Ogden City Engineer on this day of _____, A.D. 20____
Signed by _____ Ogden City Engineer
Ogden City Engineer

Approved by the Ogden City Recorder on this day of _____, A.D. 20____
Signed by _____ City Recorder
City Recorder

Approved by the Ogden City Recorder on this day of _____, A.D. 20____
Signed by _____ City Recorder
City Recorder

PREPARED BY
GIR CIVIL ENGINEERING + SURVEYING
1078 South Buckhead Lane, Suite 102, South Jordan, Utah 84095
Phone: (801) 281-7041



SURVEYORS CERTIFICATE

I, Brian P. Johnson, a duly qualified and Licensed Professional Land Surveyor in the State of Utah, do hereby certify that I have personally surveyed and reduced to the public record the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and have caused the same to be printed and published and the same to be recorded in the public records of the State of Utah. I have caused the same to be printed and published and the same to be recorded in the public records of the State of Utah.

Signed this _____ day of _____, 20____.

BOUNDARY DESCRIPTION

A parcel of land being all of those lots (2) within tracts of land described in the Ogden-Caded recorded August 23, 2005 as Entry No. 205874, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18.

OWNERS DEDICATION

The undersigned owner of the herein described tract of land hereby dedicates and dedicates the same to the public use of the City of Ogden, Utah, for the purpose of the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18.

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public, do hereby certify that I have personally surveyed and reduced to the public record the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18, and the same as shown on the plat of the subdivision of the property described on the plat in accordance with 7-205-17 and 7-205-18.

Record # _____
Date of this County of Weber, Recorder and Map is the required of _____
Date _____ Time _____ Book _____ Page _____
File # _____
Deputy Weber County Recorder

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