

WHEN RECORDED, MAIL TO:

DROF Properties, LLC
2049 South 1230 West
Syracuse, Utah 84075

EASEMENT FOR CROSS ACCESS

For good and valuable consideration, ACCH BRAVO CLEARFIELD, LLC, a Utah limited liability company, having an address of 4289 S. El Camino St., Taylorsville, UT 84129 ("Grantor"), grants unto DROF PROPERTIES, LLC, a Utah limited liability company, having an address of 2049 South 1230 West, Syracuse, Utah 84075 ("Grantee"), a non-exclusive limited easement and right-of-way for cross access (the "Easement") over a portion (described below) of Grantor's real property situated in Davis County, State of Utah, and particularly described on Exhibit "A" attached hereto (the "Grantor Property"). The Easement shall be limited as follows:

(a) The Easement shall only burden that portion of the Grantor Property described as set forth on Exhibit "B" attached hereto (the "Easement Property").

(b) The Easement shall be used solely by Grantee and Grantee's guests, customers and invitees (collectively, the "Grantee Parties") vehicular access across the Easement Property to enter upon and exit the Grantee Property, which is described on Exhibit "C" attached hereto (the "Grantee Property"). The Grantee Property is situated adjacent to the Grantor Property. The Easement Property shall not be used by the Grantee Parties to allow any entrants to linger or remain upon the Easement Property. All activities which are not continuous, forward motion, such as parking, turning, backing up, trailering, loading, unloading, staging and all other type activities are expressly prohibited on the Easement Property.

(c) The Grantee Parties shall designate a singular entity or individual as the contact for Grantor to deal with matters arising from this Easement.

(d) The Grantee Parties shall pay, within five (5) business days from receipt of demand from Grantor, one-sixth of the costs of all repair, maintenance and snow removal of the Easement Property. Grantor may use its best, good faith estimates for such calculations. Grantor may present demand annually or on a more frequent basis as Grantor deems fit.

(e) Grantee Parties shall contain all snow and water runoff from the Grantee Property such that it does not enter upon the Grantor Property.

(f) If Grantor deems it necessary, Grantee Parties shall pay for the cost of adding and maintaining speed bumps on the Easement Property.

(g) Grantee Parties shall obey all traffic rules and speed limits posted on the Grantor Property.

(h) Grantee Parties shall have their own garbage and utility service for the Grantee Property separate from that servicing the Grantor Property, and such garbage or other refuse shall

2020-17-02

not enter upon the Grantor Property. Grantee shall locate its garbage and utilities such that they can be maintained by trucks and workmen located wholly on the Grantee Property, and not extending their trucks or other equipment onto the Grantor Property.

(i) Use of the Easement Property shall not unreasonably or unnecessarily interfere with the business, operations or use by Grantor (or any of its agents, employees, contractors, invitees, tenants or subtenants) of the Grantor Property.

(j) Neither Grantee nor any subsequent owner of the Grantee Property shall be allowed to increase the scope of the Easement or the use of the Easement Property or otherwise increase the burden on the Grantor Property.

It is hereby understood and acknowledged that Grantor is executing and delivering this instrument to Grantee in exchange for the waiver, release and termination by Grantee of any and all prescriptive rights or interests, adverse possession rights or interests, and any and all other potential rights, interests, claims, and entitlements that Grantee may have or may claim to have in, to, or in any manner affecting the Grantor Property. Included in the foregoing language and acknowledged by Grantee's signature upon this document is Grantee's express termination and release of the easement which has previously been stated on the vesting deeds to the Grantor Property and the Grantee Property, typically worded substantially as follows:

"Subject to the following:

20' Wide Ingress & Egress Easement:

A 20.00 foot wide easement for ingress and egress, over, across and through a parcel of land located in the Northeast Quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, which is 10.00 feet on both sides of the following described centerline:

Beginning at a point of the Easterly right of way line of 575 East Street, which is 388.53 feet South 00°09'46" West and 455.87 feet South 89°50'14" East from the North Quarter corner of said Section 13, and running thence South 89°48'52" East 9.98 feet a point of curvature with a 30.00 foot radius curve to the right; thence Southeasterly 12.99 feet along the arc of said curve through a central angle of 24°48'52" (chord bears South 77°24'26" East 12.89 feet) to a tangent line; thence South 65°00'00" East 22.63 feet to a point of curvature with a 30.00 foot radius curve to the left; thence Southeasterly 12.97 feet along the arc of said curve through a central angle of 24°46'04" (chord bears South 77°23'02" East 12.87 feet) to a tangent line; thence South 89°46'04" East 270.36 feet to the end of said easement."

Nothing in this instrument shall be deemed to be a gift or dedication of all or any portion of the Grantor Property for the general public or for any public purpose whatsoever, it being the intention of Grantor that this instrument be strictly limited to the purposes expressed herein. The Easement created by this instrument is an appurtenance to the Grantee Property (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to the Grantee Property. For purposes of the Easement, the Grantee Property shall constitute the dominant estate and the Grantor Property shall constitute the servient estate.

This instrument may not be terminated, extended, modified or amended without the consent of each owner, and any such termination, modification or amendment shall be effective

on recordation in the official records of the Davis County Recorder of a written document effecting the same, executed and acknowledged by each owner.

If either owner brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs and other expenses incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by, and construed and interpreted in accordance with the laws of the State of Utah. The instrument shall inure to the benefit of, and shall be binding on, each owner, and the heirs, personal representatives, successors and assigns of each owner. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions hereof. As used in this instrument, "owner" means any person shown in the official records of the Weber County Recorder as being the legal owner of any whole or undivided fee interest in any portion of either the Grantor Property or the Grantee Property, whether acquired by sale, gift, judicial foreclosure, trustee sale, deed in lieu of foreclosure or other means.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.


GRANTOR:

ACCH Bravo Clearfield, a Utah limited liability company


By: James W. Anderson
Its: Manager


GRANTEE:

DROF Properties, a Utah limited liability
company

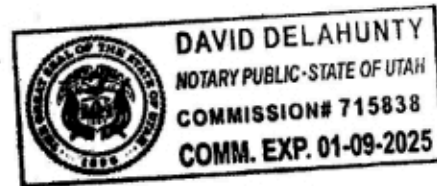
By: 
Michael Ford, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of June 2022, by
James W. Anderson, as the Manager of ACCH Bravo Clearfield, LLC, a Utah limited liability
company.



Notary Public
Residing at: South Lake

My Commission Expires:
11/1/25



STATE OF UTAH)
 : ss.
COUNTY OF Webb SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of June, 2022, by
Michael Ford, as manager of DROF Properties, LLC, a Utah limited liability company.


Notary Public
Residing at: South Lake

My Commission Expires:
11/1/25

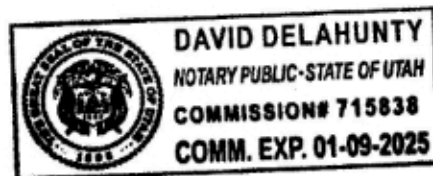


Exhibit A
to
Easement for Cross Access

Description of Grantor Property

A parcel of land located in the Northeast Quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the Southerly right of way line of State Road 108 (1700 South Street), which is 128.25 feet South 00°09'46" West and 455.97 feet South 89°50'14" East from the North Quarter corner of Section 13, and running thence South 88°32'17" East 57.57 feet along said right of way to a point, which is 110.00 feet perpendicular from the center line of said road at Engineer's Station 70+00.00; thence South 88°15'06" East 268.81 feet along said road; thence South 00°13'56" West 281.93 feet to the Northerly boundary line of Fox Hollow Phase 2 Subdivision; thence North 89°46'04" West 121.03 feet along said subdivision to the Northeast corner of Fox Hollow Phase 1 Subdivision; thence North 89°46'04" West 205.00 feet along said subdivision to the Easterly right of way line of 575 East Street; thence North 00°11'08" East 290.28 feet along said road to the point of beginning.

Davis County, Utah
Parcel No: 12-074-0038

Exhibit B
to
Easement for Cross Access

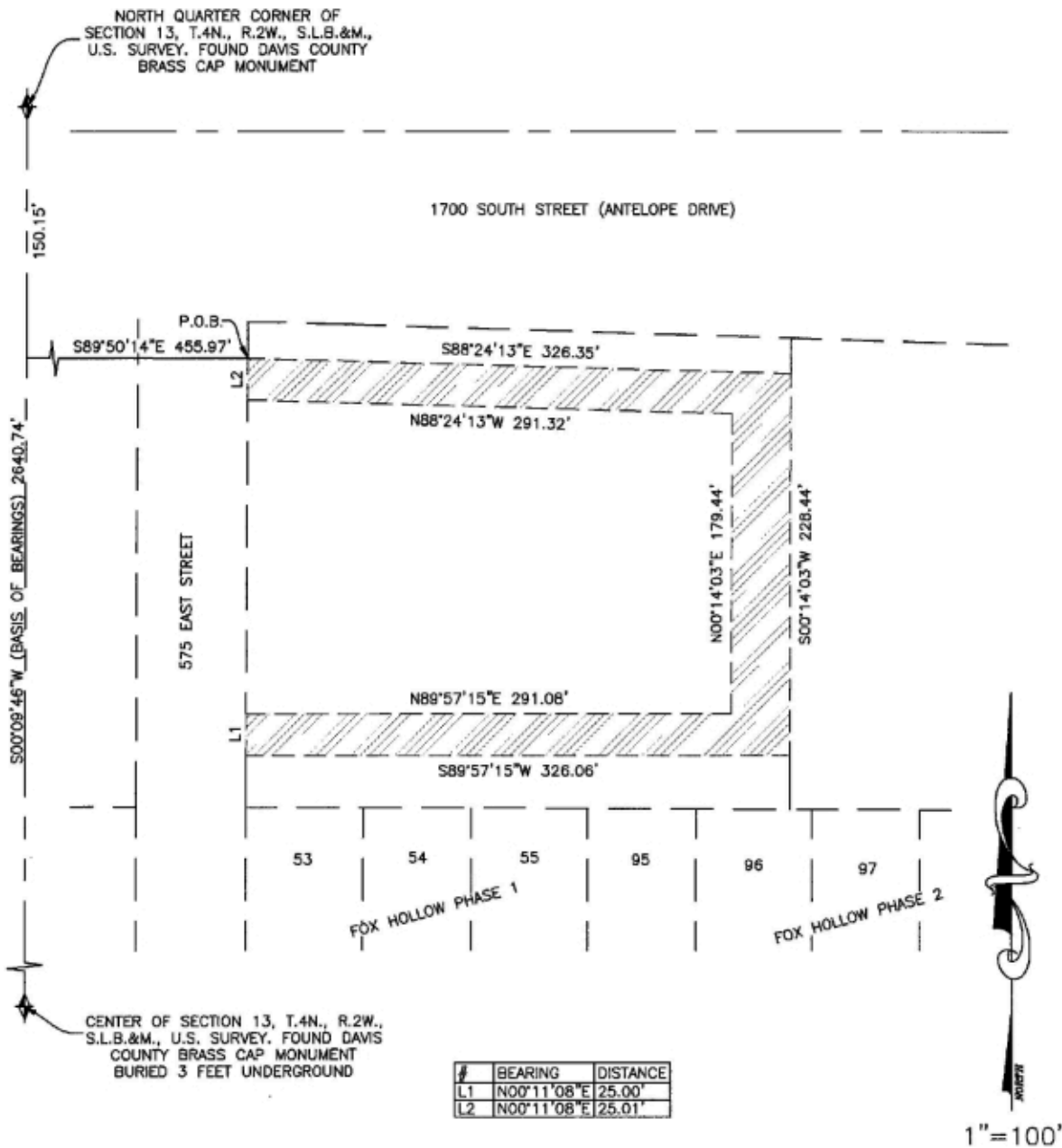
Description of Easement Property

A CROSS ACCESS EASEMENT OF VARYING WIDTH CENTERED ON THE EXISTING DRIVE AISLE AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, T.4N., R.2W., S.L.B.&M., U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 575 EAST STREET, SAID POINT BEING S00°09'46"W 150.15 FEET AND S89°50'14"E 455.97 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13; THENCE S88°24'13"E 326.35 FEET; THENCE S00°14'03"W 228.44 FEET; THENCE S89°57'15"W 326.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 575 EAST STREET; THENCE N00°11'08"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 25.00 FEET; THENCE N89°57'15"E 291.08 FEET; THENCE N00°14'03"E 179.44 FEET; THENCE N88°24'13"W 291.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 575 EAST STREET; THENCE N00°11'08"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 25.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,573 SQUARE FEET OR 0.518 ACRES MORE OR LESS.

CROSS ACCESS EASEMENT



**Reeve
& Associates, Inc.**

5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Project Info.

Designer: N. ANDERSON
Date: 10-11-2021
Name: CROSS ACCESS EASE.
Number: 4671-17
Scale: 1"=100'

**Exhibit C
to
Easement for Cross Access**

Description of Grantee Property

Parcel 2 (12-074-0039)- A parcel of land located in the Northeast Quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of State Road 108 (1700 South Street) which is 136.99 feet South $00^{\circ}09'46''$ West and 782.23 feet South $89^{\circ}50'14''$ East from the North Quarter corner of said Section 13, and running thence South $88^{\circ}15'06''$ East 231.41 feet along said road to a point, which is 125.00 feet perpendicular from the center line of said road at Engineer's Station 65+00.00; thence South $89^{\circ}58'17''$ East 8.01 feet, more or less, to the Westerly right-of-way line of the Denver and Rio Grande Western Railroad, which is 125.00 feet perpendicular from the center line of said road at Engineer's Station 64+92.00; thence South $34^{\circ}45'36''$ East 336.70 feet along said railroad to the Northeast corner of Fox Hollow Phase 2 Subdivision, thence North $89^{\circ}46'04''$ West 432.43 feet along said subdivision; thence North $00^{\circ}13'56''$ East 281.93 feet said right of way of State Road 108 and the point of beginning.