

When Recorded, Return to:

Joel D. Wright  
Kirton McConkie PC Thanksgiving Park Four  
2600 West Executive Parkway, #400  
Lehi, Utah 84043

**E 3509338 B 8143 P 473-480**  
**RICHARD T. MAUGHAN**  
**DAVIS COUNTY, UTAH RECORDER**  
**11/30/2022 12:08:00 PM**  
**FEE \$40.00 Pgs: 8**  
**DEP eCASH REC'D FOR OLD REPUBLIC NATL TITLE INS CO**

With a copy to:

Keven Rowe  
Buchalter  
111 South Main Street, #600  
Salt Lake City, Utah 84111  
ORT File 2267555hm  
Parcel Nos. 14-450-0006, 14-450-0007, 14-450-0008  
14-450-0009, 14-450-0010, 14-450-0011, 14-450-0012

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### **RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT ("Agreement") is made this 18 day of November 2022, by and between MONTICELLO ACADEMY, INC., a Utah nonprofit corporation ("Monticello"), and MILES PROPERTIES AND INVESTMENTS, LLC, a Utah limited liability company ("Miles") (Monticello and Miles are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties"), in contemplation of the following facts and circumstances:

A. Monticello is the owner of certain real property located in Davis County, Utah, more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Monticello Parcel").

B. Miles is the owner of certain real property located adjacent to the Monticello Parcel, more particularly described on Exhibit B attached hereto and incorporated by reference herein (the "Miles Parcel") (the Monticello Parcel and the Miles Parcel are sometimes referred to individually as a "Parcel" and collectively as the "Parcels").

C. Monticello and Miles desire to grant reciprocal easements in order to facilitate cross-parking and cross-access on their respective parcels.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Easements

1.1. Monticello Access and Parking Easement. Miles hereby grants to Monticello a non-exclusive easement (the "Monticello Easement") to use those portions of the Miles Parcel (the "Monticello Easement Area") which by the nature of the improvements

constructed thereon are intended for motor vehicle access and parking, including, by way of illustration and not limitation, access drives, striped parking spaces, and such sidewalks and driveways to and around parking spaces located on the Miles Parcel as reasonably necessary to provide ingress and egress for pedestrian and vehicular traffic to and from the parking spaces as well as access to public roads.

1.2. Miles Access and Parking Easement. Monticello hereby grants to Miles a non-exclusive easement (the "Miles Easement") to use those portions of the Monticello Parcel (the "Miles Easement Area") which by the nature of the improvements constructed thereon are intended for vehicular access and parking, including, by way of illustration and not limitation, access drives, striped parking spaces, and such sidewalks and driveways to and around parking spaces located on the Monticello Parcel as reasonably necessary to provide ingress and egress for pedestrian and vehicular traffic to and from the parking spaces as well as access to public roads.

2. Authorized Use. The authorized use of the Easement Areas is for overflow parking by the Parties and by their agents, invitees and guests (the "Party's Agents"), pedestrian and vehicular access as specified herein, and for other uses incidental to and customarily associated with such primary use.

3. Future Modifications. In the event either Party desires to make any changes or modifications to the paved areas on its Parcel used for pedestrian and vehicular access and parking, any reduction in parking shall not result in a violation of any applicable laws, ordinances, regulations, covenants, conditions, or restrictions applicable to the other Party's Parcel and any relocation of any access drives shall not materially diminish the existing access over such Party's Parcel.

4. Covenants Run with the Land. The easements granted pursuant to this Agreement shall be appurtenant to and run with the land. The Monticello Easement shall burden the Miles Parcel and benefit the Monticello Parcel. The Miles Easement shall burden the Monticello Parcel and benefit the Miles Parcel.

5. Compliance with Applicable Law. Each Party shall use the Easement Area to which such Party is granted an easement in compliance with all applicable laws, ordinances, rules and regulations.

6. Maintenance. Each Party shall maintain its own Parcel in good, clean, safe and repaired condition, and in such condition as to provide reasonable and continuous means of parking, ingress, and egress as contemplated by this Agreement. Notwithstanding the foregoing, if the Easement Areas or any other portions of the Parcels or improvements thereon are damaged by Miles or Miles' Agents, then Miles shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area or Parcel to the same or better condition that existed before such damage. Likewise, if the Easement Area or any portions of the Parcels or improvements thereon are damaged by Monticello or Monticello's Agents, Monticello shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Areas or Parcels to the same or better condition that existed before such damage.

7. Reservation of Rights. Each grantor hereby reserves the right to use the Easement Area for any use not inconsistent with grantee's permitted use of the Easement Area. Without limiting the above, each grantor reserves the right: (a) for ingress to and egress on and over the Easement Area; (b) to reconfigure the Easement-related improvements at any time at grantor's cost and expense, provided that such reconfiguration preserves unto grantee comparable easement rights; and each such reconfiguration shall terminate the use of the easement in its prior configuration; (c) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to other parties; and (d) to convey or transfer any or all of its interests in Grantor's Parcel or the Easement Area to any party at any time.

8. Indemnification. Neither grantor will be liable to the grantee for any loss, damage, injuries or other casualty of whatsoever kind to person or property, by whomsoever caused, arising out of resulting from or in any way related to the use of the Easement Area by the grantee pursuant to this Agreement. Each grantee shall indemnify the grantor and its officers, employees, agents and invitees against liability for any and all costs, expenses, attorneys' fees, expert fees, investigative and discovery costs, and all other sums which grantor may become obligated to pay (whether or not actually paid by grantor) on account of any claim of liability arising out of grantee's use of the Easement Area pursuant to this Agreement, except to the extent resulting from any act or omission of grantor, its officers, employees, agents and invitees.

9. Miscellaneous.

9.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each Party waives any claims or defenses to the contrary.

9.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

9.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

9.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

9.5. Rights and Remedies. The rights and remedies of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each Party confirms that

damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

9.6. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

9.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

9.8. No Public Use/Dedication. The Monticello Parcel is and shall at all times remain the private property of Monticello. The use of the Monticello Parcel by Miles is permissive and shall be limited to the express purposes contained herein. The Miles Parcel is and shall at all times remain the private property of Miles. The use of the Miles Parcel by Monticello is permissive and shall be limited to the express purposes contained herein. With respect to the Monticello Parcel, neither Miles, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Monticello Parcel beyond the express terms and conditions of this Agreement. With respect to the Miles Parcel, neither Monticello, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Miles Parcel beyond the express terms and conditions of this Agreement.

*[Signature and Acknowledgments to Follow]*

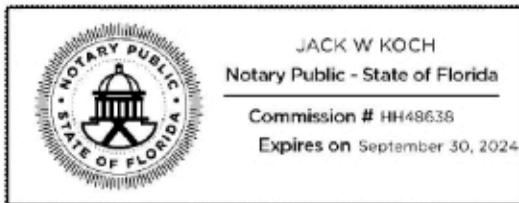
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first above written.

**MONTICELLO ACADEMY, INC.**, a Utah nonprofit corporation

*Martell Winters*  
By: \_\_\_\_\_  
Name: Martell Winters  
Its: Board Chair

STATE OF Florida )  
:   
COUNTY OF Pasco )

The foregoing instrument was personally acknowledged before me this 18th day of November, 2022 by Martell Winters, as Board Chair of Monticello Academy, Inc., a Utah nonprofit corporation, and whose name is subscribed to the within instrument, and acknowledged that he executed the same for and on behalf of said company, identified by Utah driver license.



*Jack Koch*  
Notary Public, Jack W Koch  
My commission expires 09/30/2024  
Notarized online using audio-video communication

*[Further Signatures and Acknowledgments to Follow]*

**MILES PROPERTIES AND  
INVESTMENTS, LLC, a Utah limited  
liability company**

*Edward O. Miles*

By: \_\_\_\_\_

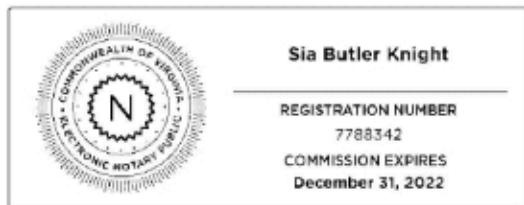
Name: Edward Miles

Its: Manager

STATE OF Virginia

COUNTY OF Prince William

The foregoing instrument was personally acknowledged before me this 18th day of November, 2022 by Edward Miles, as Manager of Miles Properties and Investments, LLC, a Utah limited liability company, and whose name is subscribed to the within instrument, and acknowledged that he executed the same for and on behalf of said company.



*Sia Butler Knight*

Notary Public

My commission expires 12/31/2022

Notarized online using audio-video communication

**EXHIBIT A**  
**to**  
**Reciprocal Access and Parking Easement Agreement**

**(Legal Description of Monticello Parcel)**

LOTS 7, 8, 9, 10 AND 11, AMENDED PLAT OF LOT 4 WEST POINT TOWNE CENTER COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

**EXHIBIT B**  
**to**  
**Reciprocal Access and Parking Easement Agreement**  
**(Legal Description of Miles Parcel)**

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LOTS 5 AND 6, AMENDED PLAT OF LOT 4 WEST POINT TOWNE CENTER COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.