

11090910-CPF  
WHEN RECORDED RETURN TO:  
Clinton Holdings, LLC  
1586 East Stratford Avenue, Suite 4  
Salt Lake City, UT 84106

Parcel Nos. 140010094 and 145990001

### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is made and entered into as of the 11<sup>th</sup> day of August 2023, by and between – on the one hand – **Clinton Holdings, LLC**, a Utah limited liability company ("CH"), and, on the other hand, **Ronald E. Perry and Brenda B. Perry**, (collectively, "Perry"). CH and Perry are collectively referred to herein as the "Parties" or individually each as a "Party."

#### RECITALS

- A. CH owns the property located at 2084 North 2000 West, Clinton, Utah, 84105 that is legally described and depicted on Exhibit "A" and incorporated herein by reference (the "CH Property");
- B. Perry owns the property located at 2118 North, 2000 West, Clinton, Utah, 84105, that is legally described and depicted on Exhibit "B" and incorporated herein by reference (the "Perry Property");
- C. Both the CH Property and the Perry Property border on the street known as 2000 West in Clinton, Utah;
- D. CH wishes to develop the CH Property into a medical office building, and, to do so, it is required to obtain the approval of the Utah Department of Transportation ("UDOT") over certain aspects of its proposed construction on and development of the CH Property;
- E. Perry wishes to develop the Perry Property and, to do so, it is required to obtain the approval of UDOT over certain aspects of its proposed construction on and development of the Perry Property;
- F. UDOT has demanded that the CH Property and the Perry Property, as developed, share an entryway from 2000 West (the "Shared Entryway") as a condition for UDOT approval to CH for its development and as a condition for UDOT approval to Perry for its development;
- G. The Shared Entryway demanded by UDOT requires the Parties to work together to develop the portion of their respective properties that the Shared Entryway will occupy, and also that the Parties execute certain easement agreements to ensure future access to their own respective properties over the Shared Entryway;
- H. The Parties desire to establish easements over and across portions of both the CH Property and the Perry Property to provide for vehicular and pedestrian access, ingress, and egress;
- I. The Parties intend that each of them, their respective successors in interest, and their respective lessees, tenants, occupants, customers, contractors, agents, employees, licensees, and business

invitees (the "Permittees") shall at all times enjoy the benefits of and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions in this Agreement.

NOW THEREFORE, in consideration of the following encumbrances which shall be binding upon, attach to, and run with the CH Property and the Perry Property (collectively, the "Properties"), and for other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement to CH. Perry hereby grants and conveys to CH for the use of CH and its respective Permittees and for the benefit of the CH Property – subject to all existing easements, encumbrances, and restrictions of record – a continuous, perpetual, non-exclusive easement and right of way over and across the Perry Property in the location described and depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Perry Easement Area") for pedestrian and vehicular access, ingress, egress, passage, and traffic in and to the CH Property. Perry reserves the sole right to landscape and install other improvements in the Perry Easement Area in a manner that does not unreasonably interfere with the use of the Perry Easement Area by CH. No other rights are granted to CH aside from the rights specifically enumerated herein, including but not limited to any rights over any other portion of the Perry Property.

2. Grant of Easement to Perry. CH hereby grants and conveys to Perry for the use of Perry and their respective Permittees and for the benefit of the Perry Property – subject to all existing easements, encumbrances, and restrictions of record – a continuous, perpetual, non-exclusive easement and right of way over and across the CH Property in the location described and depicted on Exhibit "D" attached hereto and incorporated herein by reference (the "CH Easement Area") for pedestrian and vehicular access, ingress, egress, passage, and traffic in and to the Perry Property. CH reserves the sole right to landscape and install other improvements in the CH Easement Area in a manner that does not unreasonably interfere with the use of the CH Easement Area by Perry. No other rights are granted to Perry aside from the rights specifically enumerated herein, including but not limited to any rights over any other portion of the CH Property.

3. Improvements and Development of CH Easement Area and Perry Easement Area. The Parties hereby agree that they shall: (1) work in good faith to mutually approve plans – with such approval not to be unreasonably withheld or delayed – to improve the CH Easement Area and the Perry Easement Area (collectively, the "Easement Area") in an expeditious and timely manner; (2) Perry shall pay sixty-one and a quarter percent (61.25%) of the costs to improve the Easement Area in accordance with the approved plans, and CH shall pay thirty-eight and three quarters percent (38.75%) of such costs. The physical improvements to the Easement Area performed pursuant to this Agreement shall hereinafter be referred to as the "Improvements". CH shall arrange for all Improvements to be made, but Perry shall have the right to review and approve all bids (with CH being under the obligation to receive at least two (2) bids), with such approval not to be unreasonably withheld. If Perry has not responded to CH within forty-eight (48) hours after CH has submitted bids to Perry for approval, Perry shall be deemed to have approved the same and CH may proceed in its discretion. A response by Ronald E. Perry shall be deemed to be a response on behalf of Perry. Perry's contribution towards the improvement costs set forth herein shall be either: (1) paid to CH upon the sale or transfer of the Perry Property or any portion thereof or (2) escrowed with a title or escrow company upon the sale or transfer of the Perry Property or any portion thereof, to be released to CH upon completion of the Improvements.

4. Maintenance of Improvements. The Parties shall each be responsible for fifty percent (50%) of the costs to maintain and repair the Improvements to the Easement Area, including but not limited to any snow removal costs. Perry shall be responsible for 61.25% of the replacement cost of the Improvements to the Easement Area, with CH being responsible for 38.75% of such costs. If at any time one Party fails to pay for its share of such costs as described in this paragraph, the other Party may, but is not obligated to, pay for all necessary costs of maintenance, repair or replacement on its own. In such event,

the Party paying for such costs shall be entitled to be reimbursed from the non-paying Party in the amount that the non-paying Party should have paid towards these costs as set forth in this Agreement.

5. Damage. Notwithstanding the foregoing, in the event that the Easement Area is damaged by the act, negligence, willful misconduct, or construction activities of an owner or its Permittees, the owner shall be solely responsible to repair the Easement Area to the condition it was in prior to the damage.

6. Easements Run with the Land. This Agreement and the easements granted or created herein are appurtenant to the CH Property and the Perry Property and any future subdivided portions thereof. The easements and all rights and obligations in this Agreement shall constitute covenants running with the land and bind every person having a fee, leasehold, or any other interest in any portion of the CH Property or the Perry Property, including their respective heirs, assigns, successors, and personal representatives. This Agreement and the easements granted or created herein may only be modified or terminated in a writing signed by: (1) the Parties or their respective heirs, assigns, successors, or personal representatives, and (2) UDOT. Such modification or termination shall become effective upon its recording in the Office of the Davis County Recorder.

7. UDOT. Any breach of this Agreement shall be considered a breach of the access permits granted by UDOT in reliance upon this Agreement, and UDOT shall have the authority to enforce this Agreement in any manner permitted by law.

8. Indemnification. Each Party shall indemnify, defend, and hold the other harmless from and against any claim, liability, damage, or cost ("Claims") arising out of or relating to their, or their respective Permittees, use of the other Party's portion of the Easement Area unless and to the extent that such Claims are the result of the negligence or willful misconduct of the owner of said portion of the Easement Area.

9. No Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the CH Property or the Perry Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each Party shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

10. Termination of Liability. Whenever a transfer of ownership of any of the properties subject to this Agreement, or any portion thereof, occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

11. Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction in this Agreement shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

13. Further Assurances. The Parties agree to acknowledge, execute, and deliver all such further documents, instruments, or assurances and to perform all such further acts as may be reasonably required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their intent, including the termination, modification, or amendment of this Agreement.

14. Authority of Signers. Each person executing this instrument warrants that they have the authority to execute this document on behalf of any entity or other Party listed in this Agreement.

15. Attorneys' Fees. In any dispute under this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

16. Estoppel Certificates. Each Party (and its respective successors and assigns), upon written request of a Party, shall execute, acknowledge and deliver, without charge and within fifteen (15) days following such request, an estoppel certificate certifying to the requesting Party (and any other party reasonably requested by such Party), at minimum: (i) whether this Agreement is in full force and effect and whether it has been amended, and (ii) whether, to the actual knowledge of the Party providing the information, the requesting Party is in default under this Agreement and, if so, stating in detail the default that is claimed.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

18. Abrogation of Any Prior Unrecorded Easements. Any prior easements that have been executed by the Parties hereto and that are unrecorded as of the date hereof that speak to the matters set forth in this Agreement and the easements granted or created herein are hereby abrogated.

[SIGNATURES ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth herein above.

**Clinton Holdings, LLC**  
a Utah limited liability company

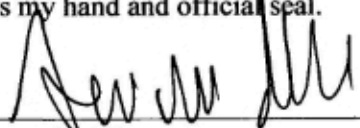
By: 

Name: PHILLIP WINSTON

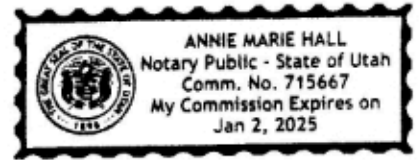
Title: Manager

STATE OF UTAH )  
County of Salt Lake ) :SS

On this 9 day of August 2023, personally appeared before me Phillip Winston and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that (s)he executed the same. Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

[Notary Seal]



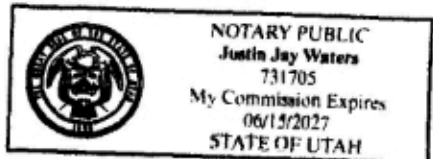
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT]

Ronald E. Perry  
Ronald E. Perry

STATE OF UTAH )  
County of Weber ) :SS

On this 10 day of August 2023, personally appeared before me Ronald E. Perry and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. Witness my hand and official seal.



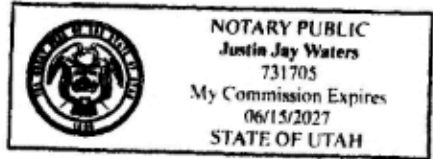
Justin Jay Waters  
Notary Public

[Notary Seal]

Brenda B. Perry  
Brenda B. Perry

STATE OF UTAH )  
County of Weber ) :SS

On this 10 day of August 2023, personally appeared before me Brenda B. Perry and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same. Witness my hand and official seal.



Justin Jay Waters  
Notary Public

[Notary Seal]

**EXHIBIT A**  
**CH Property Legal Description**

ALL OF LOT 1, CLINTON MEDICAL PARCEL.

CONT. 0.85700 ACRES

Parcel No. 145990001

**EXHIBIT B**  
**Perry Property Legal Description**

BEGINNING 16.65 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY AND RUNNING THENCE NORTH 8 RODS; THENCE EAST 20 RODS; THENCE SOUTH 8 RODS; THENCE WEST 20 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED JULY 28, 2006 AS ENTRY NO. 2187883 IN BOOK 4085 AT PAGE 302, RECORDS OF DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE CONSTRUCTION IMPROVEMENTS AND WIDENING OF THE EXISTING HIGHWAY SR-108, KNOWN AS 2000 WEST STREET, KNOWN AS PROJECT NO. STP-0108(11)8; BEING A PORTION OF AN ENTIRE TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND SAID ENTIRE TRACT OF PROPERTY RECORDED AS ENTRY NO. 1188793 IN BOOK 1894 AT PAGE 954 AT THE DAVIS COUNTY RECORDER'S OFFICE, SAID PORTION BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 2000 WEST, SAID POINT BEING NORTH 00°07'29" EAST 275.75 FEET ALONG THE SECTION LINE AND SOUTH 89°52'31" EAST 33.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 00°07'29" EAST 132.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE GRANTOR'S NORTH BOUNDARY LINE; THENCE SOUTH 89°52'31" EAST 13.98 FEET (EAST BY RECORD) ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 00°07'29" WEST 132.00 FEET TO THE GRANTOR'S SOUTH BOUNDARY LINE; THENCE NORTH 89°52'31" WEST 13.98 FEET (WEST BY RECORD) ALONG SAID SOUTH BOUNDARY LINE TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN 2000 WEST STREET.

Parcel No. 140010094



**EXHIBIT C**  
**Legal Description and Depiction of Perry Easement Area**

**The Perry Easement Area**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID PARCEL ALSO BEING LOCATED WITHIN THAT PARCEL OF LAND CONVEYED BY SPECIAL WARRANTY DEED, RECORDED JULY 21, 2022, AS ENTRY NO. 3488832 IN BOOK 8055 AT PAGE 252 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID PARCEL ALSO BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

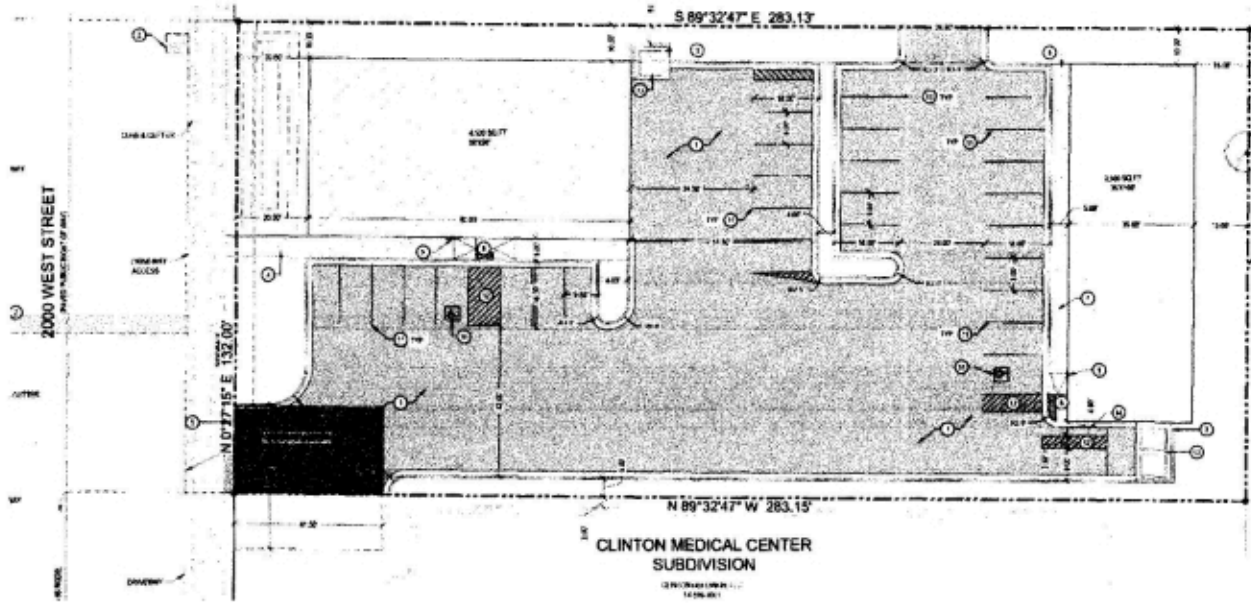
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF 2000 WEST STREET, SAID POINT BEING THE NORTHWEST CORNER OF CLINTON MEDICAL PARCEL SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 3507345 IN BOOK 8133 AT PAGE 848, SAID POINT BEING NORTH 0°27'15" EAST 274.72 FEET ALONG THE SECTION LINE (NORTH 16.65 RODS BY DEED) AND SOUTH 89°32'47" EAST 46.98 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID SOUTHWEST CORNER BEING SOUTH 23°18'34" EAST 118.32 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27 (NOT SET) AND NORTH 0°27'15" EAST 1323.73 FEET ALONG THE SECTION FROM THE NORTHWEST REFERENCE MONUMENT TO SAID WEST QUARTER CORNER, AND RUNNING THENCE NORTH 0°27'15" EAST ALONG SAID EAST RIGHT OF WAY LINE 24.50 FEET; THENCE SOUTH 89°32'47" EAST 41.50 FEET; THENCE SOUTH 0°27'15" WEST 24.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID CLINTON MEDICAL PARCEL SUBDIVISION; THENCE NORTH 89°32'47" WEST ALONG SAID COMMON LINE 41.50 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS ARE NAD 83 DAVIS COUNTY BEARINGS.

A Portion of Parcel No. 140010094

[EXHIBIT C CONTINUED ON NEXT PAGE]

Depiction of Approximate Location of Perry Easement Area (in yellow)



**EXHIBIT D**  
**Legal Description and Depiction of CH Easement Area**

**The CH Easement Area**

BEGINNING AT THE NORTHWEST CORNER OF AN ENTIRE PARCEL (DAVIS COUNTY TAX ID: 145990001) AND AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF 2000 WEST, SAID POINT BEING 142.75 FEET NORTH  $00^{\circ}45'07''$  EAST AND 46.98 FEET SOUTH  $89^{\circ}14'53''$  EAST AND 132.00 FEET NORTH  $00^{\circ}45'07''$  EAST FROM THE WEST 1/16 QUARTER CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE NORTH LINE OF SAID ENTIRE PARCEL SOUTH  $89^{\circ}14'53''$  EAST 41.50 FEET; THENCE SOUTH  $00^{\circ}45'07''$  WEST 15.50 FEET; THENCE NORTH  $89^{\circ}14'53''$  WEST 41.50 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID 2000 WEST; THENCE NORTH  $00^{\circ}45'07''$  EAST 15.50 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS ARE NAD 83 DAVIS COUNTY BEARINGS.

A Portion of Parcel No. 145990001

Depiction of Approximate Location of CH Easement Area (in blue)

