

WHEN RECORDED, RETURN TO:

Millcreek Partners, LLC
610 N 800 W
Centerville, UT 84014
Attn: McKenna Christensen

14-598-0003.0004

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "**Agreement**") is entered into this 30th day of January, 2024, by and between Millcreek Partners, LLC ("**Millcreek**"), a Utah limited liability company, Teton Investment Holding, LLC ("**Teton**"), a Utah limited liability company, and EW Investments, L.C. ("**EW**"), a Utah limited liability company.

RECITALS

WHEREAS, Millcreek, Teton, and EW are the owners of a certain tract of land ("**Lot 2**") which is legally described in Exhibit "A", attached hereto and made part hereof; and

WHEREAS, Millcreek and Teton are the owners of a certain tract of land ("**Lot 3**") which is legally described in Exhibit "B" attached hereto and made part hereof; and

WHEREAS, Lot 2 and Lot 3 (individually, a "Lot" and collectively the "Lots") are contiguous and adjacent as shown on the Plat attached hereto as Exhibit "C" ("**Plat**"), and made part hereof, and located within the City of Clinton, Davis County, Utah; and

WHEREAS, the signatories hereto (individually, a "Party" and collectively, the "Parties") are in the process of developing and/or operating their respective Lots independently of one another, and in order to effectuate the common and independent use and operation thereof, they desire to grant to each other certain reciprocal easements in, to, over and across their respective Lots.

NOW, THEREFORE, in consideration of the preises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties' agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the easements and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement as follows:

1. Grant of Reciprocal Easement. The Parties hereby grant, establish, covenant and agree that the Lots, and all present and future tenants, agents, licensees, customers, employees and contractors of the Parcels, shall be benefitted and

burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed on the Lots:

An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed so as to provide for the passage of motor vehicles and pedestrians between all portions of the Tracts intended for such purposes, and to and from all abutting streets or right of way furnishing access to such Lots.

No permanent fence or other barrier shall be erected or permitted within or across the easement, which would prevent or obstruct the passage of pedestrian or vehicular travel thereon. At least one vehicular access point shall be maintained by the Parties in order to provide for reasonable use of the easement. Notwithstanding the foregoing,, a Party, upon giving thirty (30) days notice to the other Party, may construct a temporary construction fence so long as such party provides at least one means of egress and ingress onto 2000 West to the other Party.

2. Maintenance. Each Party covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition, and repair. Each Party covenants at all times during the term hereof to operate and maintain or cause to be operated or maintained at its expense all common area located on its Lot in good order, condition, and repair. Following the construction of improvements thereon, maintenance of common area shall include without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe, and orderly condition, maintaining appropriate light fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such common area in a clean, safe and orderly condition.
3. Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors, administrators, executors, personal representatives and assigns.
4. Notices. All notices, demands and requests (collectively the "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then current address of the Party intended, or (iii) rejected at the then current address of the Party intended, provided such notice

was sent via either (a) personal delivery, (b) nationally recognized overnight courier, or (c) certified or registered mail, in all cases, prepaid. The initial address of the Parties shall be:

If to Millcreek:

Millcreek Partners, LLC
610 N 800 W
Centerville, UT 84014

If to Teton:

Teton Investment Holding, LLC
610 N 800 W
Centerville, UT 84014

If to EW:

EW Investments, L.C.
610 N 800 W
Centerville, UT 84014

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.
6. Amendments. This Agreement may be amended only by a written agreement signed by all of the then current owners of the Lots and shall be effective only when recorded in the county and state where the Lots are located. No consent to the amendment of this Agreement shall ever be required of any occupant or person other than the Parties, nor shall any occupant or person other than the Parties or the then current owners have any right to enforce any of the provisions hereof.
7. Remedies. In the event of a breach hereunder by either Party, the non breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and disbursements.

8. Mitigation of Damages. In all situations arising out of this Agreement, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

9. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement.

10. No Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

11. Term of this Agreement. This Agreement shall be effective as of the date this Agreement is first recorded and shall be perpetual. In the event this Agreement is terminated, upon termination, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

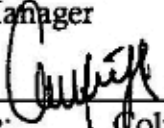
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

MILLCREEK PARTNERS, LLC
A Utah limited liability company

By: CW The Manager, LLC
Its: Manager

By: CW Development Group, LLC
Its: Manager

By: 
Name: Colin Wright
Its: Manager

State of Utah)
) ss.
County of Davis)

On the 29 day of January, 2024, personally appeared before me Colin Wright who by me being duly sworn, did say that he is the Manager of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of Millcreek Partners, LLC, and that the foregoing instrument is signed and executed with all proper authority.

Notary Public 



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TETON INVESTMENT HOLDING, LLC
A Utah limited liability company

By: CW The Manager, LLC
Its: Manager

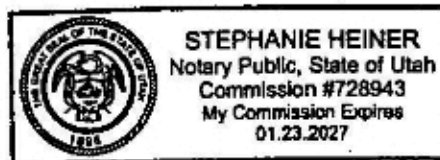
By: CW Development Group, LLC
Its: Manager

By: *Colin Wright*
Name: Colin Wright
Its: Manager

State of Utah)
) ss.
County of Davis)

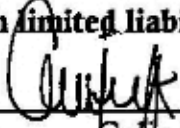
On the 29 day of January, 2024, personally appeared before me Colin Wright who by me being duly sworn, did say that he is the Manager of CW Development Group, LLC, which is the Manager of CW The Manager, LLC, which is the Manager of Teton Investment Holding, LLC, and that the foregoing instrument is signed and executed with all proper authority

Notary Public *Stephanie Heiner*



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EW INVESTMENTS, L.C.
A Utah ~~limited~~ liability company

By: 
Name: Colin Wright
Its: Authorized Agent

State of Utah)
) ss.
County of DAVIS)

On the 29 day of January, 2024, personally appeared before me Colin Wright who by me being duly sworn, did say that he is the Authorized Agent of EW Investments, L.C., and that the foregoing instrument is signed and executed with all proper authority

Notary Public 



EXHIBIT A

LOT 2 LEGAL DESCRIPTION

Lot 2, CLINTON CORNERS COMMERCIAL SUBDIVISION – AMENDING LOT 4, according to the official plat thereof, recorded November 4, 2021 as Entry No. 3506387, in Book 8128, Page 206, in the office of the Davis County Recorder.

Less and excepting therefrom that part of said Lot 2 conveyed in WD recorded 9/27/2023 as Entry #3545586, Book 8346, Page 911, described as follows: A Parcel of land in fee, being part of an entire tract of property, situated in Lot 2, Clinton Corners Commercial Subdivision – Amending Lot 4, according to the official plat thereof recorded 11/4/2022 as Entry #3506387, Book 8128, Page 206, situated in the Northeast ¼ of the Southeast ¼ of Section 28, Township 5 North, Range 2 West, SLB&M, for the construction of improvements incident to SR-108; 300 North to 1800 North, known as Project Number S-0108(36)6. The boundary of said parcel of land are as described as follows: Beginning at a point on the existing Westerly right of way line of said SR-108, which point is 51.52 feet N 89° 59'06" West along the ¼ Section line & 211.47 feet S 00°09'39" W from the East ¼ corner of said Section 28; & running thence along said existing westerly right of way line S 00°09'39" West 179.78 feet to a point which is 58.05 feet perpendicularly distant westerly from the SR-108 control line of said project, at Engineer Station 284+50.00; thence North 01°07'06" West 179.81 feet to a point on said existing westerly right of way line of said SR-108, which point is 60.50 feet perpendicularly distant westerly from said SR-108 control line of said project, at Engineer Station 286+29.80; thence along said existing westerly right of way line S 89°59'06" East 4.01 feet, more or less, to the point of beginning.

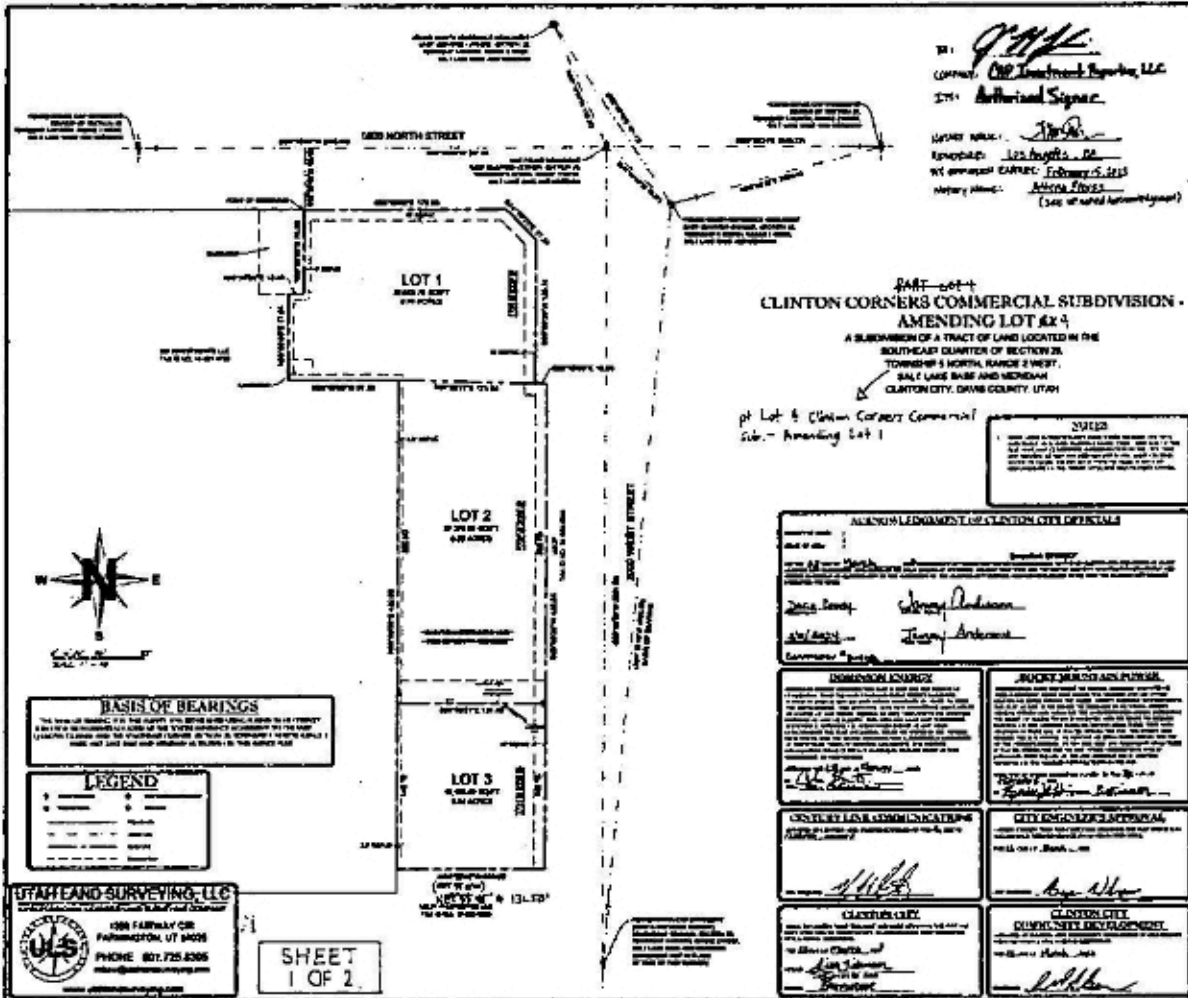
Tax ID No. 14-598-0004

EXHIBIT B

LOT 3 LEGAL DESCRIPTION

LOT 3, CLINTON CORNERS COMMERCIAL SUBDIVISION - AMENDING LOT 4, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER ON NOVEMBER 4, 2021 AS ENTRY NO. 3506387 IN BOOK 8128 AT PAGE 206.

EXHIBIT C
PLAT



SURVEYOR'S CERTIFICATE

BY: [Signature]
Firm: Utah Land Surveying, LLC
Title: Professional Engineer
License No.: 15015
Date of Plat: February 5, 2015
Place of Plat: Utah

LEGAL DESCRIPTION

PART Lot 4
CLINTON CORNERS COMMERCIAL SUBDIVISION - AMENDING LOT #4
A SUBDIVISION OF A TRACT OF LAND LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 3 NORTH, RANGE 2 WEST,
SALT LAKE BASIN AND MIDDLEMOUNTAIN
CLINTON CITY, DAVIS COUNTY, UTAH

pt Lot 4 Clinton Corners Commercial
Sub - Amending Lot 1

OWNERS DECLARATION

CLINTON CORNERS COMMERCIAL, a subdivision, AMENDING LOT 4,
TO BE RECORDED FOR RECORD, ALL OF THE FULL INTERESTS OF THE PARTIES TO THE
SUBDIVISION DESCRIBED IN THE PLAT OF [Signature]

ACKNOWLEDGEMENT

BY: [Signature]
BY: [Signature]

DAVIS COUNTY RECORDER

RECORDED IN BOOK 8428 PAGE 507
DATE OF RECORDING February 5, 2015