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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/16/2024 03:42:29 PM
FEE: \$40.00 Pgs: 6
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

WHEN RECORDED, MAIL TO:

Nathan W. Pugsley
Brighton Homes Utah LLC
45 E. Center Street, Suite 103
North Salt Lake, Utah, 84054

181746 - Tof
181687 - Tof

CROSS ACCESS AND UTILITY EASEMENT

This Cross Access and Utility Easement ("Easement") is made and entered into this 15th day of August 2024, by CLIFTON TOWNHOMES NSL, LLC, a Utah limited liability company ("Owner"), for the purpose of recording a cross access easement between adjoining parcels of real property owned by Owner.

RECITALS

WHEREAS, Owner is the sole owner of certain real property identified by Parcel ID: 060820283 in Davis County, Utah, legally described in Exhibit A attached hereto ("Parcel 1");

WHEREAS, Owner is also the sole owner of certain real property identified by Parcel ID: 060820284 in Davis County, Utah, legally described in Exhibit B attached hereto ("Parcel 2");

WHEREAS, Owner desires to establish a non-exclusive, perpetual cross-access easement between Parcel 1 and Parcel 2 to facilitate vehicular and pedestrian ingress and egress and the installation, maintenance, repair and replacement of utilities and related facilities and improvements for the benefit of current and future owners of Parcel 1 and Parcel 2;

WHEREAS, Owner recognizes the importance of maintaining this cross-access easement to ensure adequate access and utility services between Parcel 1 and Parcel 2;

WHEREAS, Owner desires to grant the easements and rights described herein subject to the terms and conditions set forth in this Easement.

WHEREAS, in conjunction with the preparation of this Easement, an ALTA/NSPS Land Title Survey, recorded number 8469 (the "Survey") was prepared that shows the location of the Survey which was prepared by Trevor J. Hatch, a licensed professional land surveyor of Utah licensed number 9031945. Recorded survey number No. 8469.

EASEMENT TERMS

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Grant of Easement. Owner hereby establishes and grants a non-exclusive, perpetual cross-access easement ("Easement") over, across, under, and through that portion of Parcel 2 as described and depicted in Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area"), for the benefit of Parcel 1 and all current and future fee simple owners of Parcel 1 and their contractors, tenants, guests, agents and invitees, for the purposes of: (A) vehicular and

pedestrian ingress, egress and access over, between and across Parcel 1 and Parcel 2, and (B) using, maintaining, operating, repairing, inspecting, protecting, installing, removing and replacing electrical lines, culinary and secondary water pipelines, natural gas pipelines, telecommunication lines and conduit, sewer pipelines and all other public and private utility lines, conduit and related infrastructure and equipment (collectively, the "Easement Purposes").

2. Maintenance. Owner, and any future owner(s) of Parcel 2, at their sole cost and expense, shall maintain the Easement Area in a good, clean, and safe condition, including any repairs or resurfacing necessary to maintain the Easement Area in a condition suitable for the Easement Purposes. The then current owner of Parcel 1 at the time the activity in question takes place shall restore any damage to the Easement Area, improvements within the Easement Area and to any other portions of Parcel 2 caused by the owner of Parcel 1 and/or their contractors, tenants, guests, agents, and invitees in their maintenance, repair, replacement, or use of the utilities and improvements described as par to Easement Purposes; provided, however, that nothing herein shall be construed to require the owner of Parcel 1 to remove any utilities and improvements from the Easement Area.

3. Indemnification. Each future owner of either Parcel 1 or Parcel 2 shall indemnify, defend, and hold harmless the other parcel's owner from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from their use, or the use of their respective contractors, tenants, guests, agents and invitees, of the Easement Area.

4. No Dedication. No dedication or permanent right of access by the general public to any portion of Parcel 1 or Parcel 2 is conveyed by this Easement.

5. Owner's Obligations. The obligations of CLIFTON TOWNHOMES NSL, LLC, a Utah limited liability company, arising out of this Easement with respect to Parcel 1 and/or Parcel 2 shall automatically, and without further action by any party, cease and terminate when CLIFTON TOWNHOMES NSL, LLC, a Utah limited liability company, no longer owns fee simple title to Parcel 1 or Parcel 2, as applicable, and all such obligations shall be assumed and performed by the then current and future owners of Parcel 1 or Parcel 2 respectively.

6. Termination. This Easement and the Easements granted herein shall remain in effect unless terminated by a written agreement signed by the owners of both Parcel 1 and Parcel 2 or upon the abandonment of the Easement Areas by mutual agreement.

7. Successors and Assigns. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Owner and any future owners of Parcel 1 and Parcel 2 and their respective heirs, successors, and assigns.

8. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Entire Agreement. This Easement constitutes the entire understanding and agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

Exhibit A: Legal Description of Parcel 1

Parcel ID: 060820283

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET, SAID POINT BEING 774.05 FEET SOUTH $00^{\circ}43'42''$ EAST AND 2388.31 FEET NORTH $89^{\circ}16'18''$ EAST FROM THE CENTER OF SAID SECTION 34 (CENTER BEING $N00^{\circ}43'42''W$ 2726.29 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET THE FOLLOWING FOUR (4) COURSES: (1) SOUTH $89^{\circ}49'56''$ WEST 285.29 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 216.00 FEET, AN ARC LENGTH OF 43.00 FEET, A DELTA ANGLE OF $11^{\circ}24'22''$, A CHORD BEARING OF SOUTH $84^{\circ}07'45''$ WEST, AND A CHORD LENGTH OF 42.93 FEET; (3) SOUTH $77^{\circ}36'15''$ WEST 72.74 FEET; AND (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 34.00 FEET, AN ARC LENGTH OF 7.36 FEET, A DELTA ANGLE OF $12^{\circ}24'10''$, A CHORD BEARING OF SOUTH $83^{\circ}48'20''$ WEST, AND A CHORD LENGTH OF 7.35 FEET TO THE EASTERLY LINE OF LOT 102 OF FOXBORO NORTH PLAT 1; THENCE NORTH $00^{\circ}37'35''$ WEST 460.10 FEET ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT H; THENCE SOUTH $89^{\circ}48'29''$ EAST 414.92 FEET ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF LOT 1 OF

CANNONWOOD INDUSTRIAL PARK PLAT G; THENCE DUE SOUTH 342.20 FEET; THENCE SOUTH $89^{\circ}44'12''$ WEST 3.56 FEET; THENCE DUE SOUTH 94.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 181,542 SQUARE FEET OR 4.168 ACRES.

(NAD83 BEARING OF $N00^{\circ}26'35''W$ BETWEEN THE CENTER AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST)

Exhibit B: Legal Description of Parcel 2

Parcel ID: 060820284

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET, SAID POINT BEING 774.05 FEET SOUTH $00^{\circ}43'42''$ EAST AND 2388.31 FEET NORTH $89^{\circ}16'18''$ EAST FROM THE CENTER OF SAID SECTION 34 (CENTER BEING $N00^{\circ}43'42''W$ 2726.29 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34); THENCE NORTH $00^{\circ}00'03''$ WEST 94.83 FEET; THENCE NORTH $89^{\circ}44'12''$ EAST 3.56 FEET; THENCE DUE NORTH 342.20 FEET TO THE SOUTH LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT G; THENCE SOUTH $89^{\circ}48'29''$ EAST 184.25 FEET ALONG SAID SOUTH LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE SOUTH $00^{\circ}36'55''$ EAST 435.89 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET; THENCE SOUTH $89^{\circ}49'56''$ WEST 192.48 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 81773 SQUARE FEET OR 1.877 ACRES.

(NAD83 BEARING OF $N00^{\circ}26'35''W$ BETWEEN THE CENTER AND THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST)

Exhibit C: Description and Depiction of Easement Area on Parcel 2

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1100 NORTH STREET, SAID POINT BEING $S00^{\circ}43'42''E$ 774.20 FEET AND $N89^{\circ}16'18''E$ 2403.85 FEET FROM THE CENTER OF SAID SECTION 34; THENCE NORTH 78.03 FEET; THENCE SOUTH $89^{\circ}49'56''$ WEST 15.54 FEET; THENCE NORTH 16.80 FEET; THENCE NORTH $89^{\circ}49'56''$ EAST 3.55 FEET; THENCE NORTH 5.20 FEET; THENCE NORTH $89^{\circ}49'56''$ EAST 34.99 FEET; THENCE SOUTH 100.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 1100 NORTH STREET; THENCE SOUTH $89^{\circ}49'56''$ WEST 23.00 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

CONTAINING 2,624 SQUARE FEET OR 0.060 ACRES.