

After Recording Return To:  
WDG Park Lane, LLC  
610 N 800 W  
Centerville, UT 84014

E 3644190 B 8882 P 288-294  
KELLY A. SILVESTER  
DAVIS COUNTY, UTAH RECORDER  
11/25/2025 10:19:53 AM  
FEE: \$40.00 Pgs: 7  
DEP eCASH REC'D FOR: COTTONWOOD TITLE  
INSURANCE AGENCY, INC.

Affected Parcel No.: Davis County No. 080510236

### **EASEMENT AGREEMENT**

This Easement Agreement (hereinafter referred to as the "*Agreement*") is made effective as of the latter signature date hereof (the "*Effective Date*"), by and between WDG Park Lane, LLC, a Utah limited liability company ("*Grantor*") and WDG Capri, LLC, a Utah limited liability company ("*Grantee*"). Grantor and Grantee may be referred to individually as a "*Party*" or collectively as the "*Parties*".

#### **RECITALS**

- A. Grantee is the owner of certain real property located in Davis County, Utah, identified as Davis County Parcel No. 080520287 (the "*Capri Parcel*").
- B. Grantor owns certain real property located in Davis County, Utah, identified as Davis County Parcel No. 080510236 (the "*Park Lane Parcel*"), which is west of the Capri Parcel.
- C. Under the Development Agreement recorded against the Park Lane Parcel and the Capri Parcel with the Office of the Recorder of Davis County as Entry No. 3520759 on March 13, 2023, a detention basin easement exists on the Park Lane Parcel as depicted on Exhibit A (the "*Detention Basin*") to capture the storm water from the roads that will serve the Park Lane Parcel and the Capri Parcel and the storm water from the Capri Parcel.
- D. Farmington City has requested this easement to allow the Grantor the right to work with Farmington City in the future to amend the Detention Basin.

#### **AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Easement.** Grantor, for itself and its heirs, personal representatives, successors, and assigns, hereby grants to Grantee, its successors and/or assigns a non-exclusive, perpetual, and irrevocable easement (the "*Stormwater Easement*") in, on, under, over, and to the Detention Basin to maintain pipes, temporary v-ditches, and all necessary components for permanent storm water retention/detention (collectively, the "*Infrastructure*") to permit Grantee to drain all detained and overflow stormwater from the roads that will serve the Park Lane Parcel and the Capri Parcel and from the Capri Parcel.
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Right to Amend the Detention Basin. If Grantor, its successors and/or assigns seeks to amend the shape of the Detention Basin, the Grantor may work with Farmington City or any other applicable government entity to determine a new shape of the Detention Basin that serves the development of the Park Lane Parcel; provided, however, that the size of the Detention Basin shall not be reduced.

4. Successors Bound. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, lessees, successors, and assigns. It is the intention of the Parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them. The easements granted herein may be freely assigned by Grantee without the consent of Grantor, provided that any assignee agrees to be bound by the terms of this Agreement.

5. Covenants; Representations; Warranties.

a. Grantor, jointly and severally, hereby represents and warrants as follows: (i) Grantor is the owner in fee simple of the respective easement area; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the subject real property; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the subject property that could affect the use of the respective easement area as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the subject real property is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the subject real property; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the subject real property except as currently recorded; (ix) there are no leases, written or oral, affecting all or any portion of the respective easement areas; (x) the respective easement areas do not constitute or form a part of Grantor's homestead, or, in the event that the respective easement areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions, and other amounts relating to the subject real property due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy its respective easement(s) without any hindrance, molestation, or ejection by any party whomsoever. All representations and warranties set forth in this Section 6 shall survive the execution and delivery of this Agreement indefinitely.

b. Without Grantee's prior written consent, which consent may not be unreasonably withheld or conditioned, Grantor shall not (i) cause any portion of its respective easement area(s) to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the respective easement area(s) to be separately assessed for tax purposes.

c. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction, or other

charge or exception to title to its respective easement area(s) or any other portion of the subject real property that would adversely affect Grantee's use of its respective easement area(s) as contemplated herein and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section.

d. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within its respective subject property in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

e. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within its respective easement area(s) in violation of any Environmental Laws.

f. The representations, warranties, covenants, agreements, and indemnities contained in this Section shall survive the execution and delivery of this Agreement indefinitely. Grantor shall indemnify, defend, and hold harmless Grantee, its successors, assigns, officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising from or related to any breach of Grantor's representations, warranties, or covenants under this Agreement, including but not limited to any environmental liabilities related to the Detention Basin prior to the Effective Date.

6. Non-Disturbance. Grantor will not improve or alter the Detention Basin or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Detention Basin if the same would interfere with, disturb, limit, or impair Grantee's permitted use of its respective easement area(s).

7. Default. The failure of any Party to perform or observe any of the terms, covenants, conditions, or obligations set forth in this Agreement shall constitute a default. In the event of a default, the non-defaulting Party shall provide written notice to the defaulting Party of such default, and the defaulting Party shall cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing, in the event the defaulting Party commences to cure such default within thirty (30) days of the defaulting Party's actual receipt of notice thereof and the nature of the default reasonably requires additional time beyond the thirty (30) day cure period described herein to effect such cure, then the defaulting Party shall have such additional time as is reasonably necessary (beyond the 30-day cure period) to effect the cure. In the event the defaulting Party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law, including but not limited to specific performance, injunctive relief, and termination of this Agreement (provided that termination shall not extinguish the Stormwater Easement if such default is by Grantor). The non-defaulting Party shall have the obligation to mitigate its damages arising out of or resulting from such Default and subsequent events.

8. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantor: WDG Park Lane  
Attn: Legal Department  
610 N 800 W  
Centerville, UT 84014

To Grantee: WDG Capri, LLC  
1178 W. Legacy Crossing Blvd. Ste. 100  
Centerville, UT 84014

Any party may change its notice address by providing written notice to the other Party in accordance with this Section.

9. Applicable Law. The Parties shall comply with all applicable rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities ("**Applicable Law**"), and shall receive all applicable governmental approvals, as such pertain to its operations, installations, and use of the subject real property pursuant to this Agreement. This Section shall survive any expiration or termination of this Agreement.

10. Force Majeure. The time for performance by any Party of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from force majeure events. For purposes of this Agreement, "force majeure events" mean delays resulting from fire, earthquake, explosion, flood, hurricane, other similar natural disasters and acts of God, war, invasion, insurrection, rebellion, riots or terrorist acts, strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, pandemics and restrictions and regulations relating thereto, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

11. Miscellaneous. This Agreement shall be recorded and shall be governed by and construed in all respects in accordance with the laws of the State of Utah, without regard to the conflicts of laws provisions of the State of Utah. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions, scope, or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. No Party has not provided any legal or tax advice to another Party in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered, or changed in any respect except by written agreement that is signed by each of the Parties hereto.

12. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though the Parties are not signatories to the original or

the same counterpart. Execution and delivery of this Agreement by electronic means, including PDF or similar format, shall be effective as delivery of a manually executed counterpart.

13. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be.

14. Attorney's Fees. If there is any legal action or proceeding between any Party or the Parties arising from or based on this Agreement, the non-prevailing Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing Party in connection with such proceeding and in any appeal in related thereto. If such prevailing Party recovers a judgment in any such action, proceeding or appeal, such costs, expenses, and attorney's fees and disbursements shall be included in and as a part of such judgment.

15. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR, AND THE PARTIES DO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES; PROVIDED, HOWEVER, THAT THIS WAIVER SHALL NOT APPLY TO ANY CLAIMS FOR INDEMNIFICATION UNDER THIS AGREEMENT OR TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY.

16. Condemnation. In the event any Party receives notification of any condemnation proceeding affecting any respective easement area(s), or any portion thereof, such Party shall provide notice of the proceeding to any potentially affected Party within forty-eight (48) hours. If a condemning authority takes all of any respective easement area, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds.

*[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

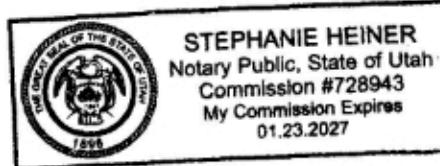
**WDG Park Lane, LLC**  
a Utah limited liability company

By: Colin Wright  
Name: Colin Wright  
Its: Manager

State of Utah )  
                  )  
                  ) ss.  
County of Davis )

On the 10<sup>th</sup> day of November 2025, personally appeared before me Colin Wright who by me being duly sworn, did say that he is the Manager, through related entities, of WDG Park Lane, LLC, and that the foregoing instrument is signed and executed with all proper authority.

Notary Public

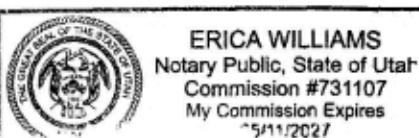


**WDG Capri, LLC**  
a Utah limited liability company

By: Spencer Wright  
Name: Spencer Wright  
Its: MANAGER

State of Utah )  
                  )  
                  ) ss.  
County of Davis )

On the 10<sup>th</sup> day of November 2025, personally appeared before me Spencer Wright who by me being duly sworn, did say that he is the Manager of WDG Capri, LLC, and that the foregoing instrument is signed and executed with all proper authority.



Notary Public

Erica Williams  
EXP 6.11.2021

EXHIBIT A  
Easement Area

A portion of Davis County Parcel No. 080510236

More particularly described as:

DS A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE EAST FRONTAGE ROAD, SAID POINT BEING NORTH 00°01'47" EAST ALONG THE QUARTER SECTION LINE 293.86 FEET AND NORTH 89°07'15" WEST 696.53 FEET AND NORTH 17°29'15" WEST 34.20 FEET AND NORTH 68°05'24" WEST 46.98 FEET AND NORTH 18°42'27" WEST 17.71 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE NORTH 18°42'27" WEST 236.51 FEET; THENCE SOUTH 67°50'41" WEST 20.91 FEET; THENCE NORTH 22°16'23" WEST 40.35 FEET; THENCE NORTH 89°01'29" EAST 84.14 FEET; THENCE NORTH 88°07'28" EAST 79.92 FEET; THENCE NORTH 89°09'21" EAST 124.26 FEET; THENCE SOUTH 00°31'58" EAST 28.07 FEET; THENCE NORTH 89°07'58" WEST 140.40 FEET; THENCE SOUTH 00°51'21" WEST 5.97 FEET; THENCE NORTH 89°07'58" WEST 13.51 FEET; THENCE SOUTH 00°52'02" WEST 60.00 FEET; THENCE WEST 34.45 FEET; THENCE SOUTH 00°52'02" WEST 54.39 FEET; THENCE SOUTH 10°40'07" EAST 20.41 FEET; THENCE SOUTH 00°52'02" WEST 8.00 FEET; THENCE SOUTH 89°07'58" EAST 41.42 FEET; THENCE SOUTH 00°52'44" WEST 85.07 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAGOON DRIVE; THENCE NORTH 89°07'15" WEST 31.62 FEET TO THE POINT OF BEGINNING. NAD83 ROTATION IS 00°23'19" CLOCKWISE.

CONTAINS 19,735.65 SQ/FT OR 0.45 ACRES