

When recorded, please return to:

Ivory Ridge West Office, LLC
Attn: James G. Seaberg
3401 North Center Street, Ste. 300
Lehi, Utah 84047

**RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT
(The Walk at Ivory Ridge Plat D)**

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT (“Agreement”) is made and executed effective as of the 17th day of ~~February~~^{March}, 2020 (“Effective Date”), by and between Ivory Ridge West Office, LLC, a Utah limited liability company and its successors and assigns (“Parcel 3A Owner”), and Ivory Ridge West Office, LLC, a Utah limited liability company and its successors and assigns (“Parcel 3B Owner”). Parcel 3A Owner and Parcel 3B Owner may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

(A) Parcel 3A Owner is the owner of record of certain real property located in Utah County, Utah, to be more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (“Parcel 3A Property”), effective upon recording of an approved The Walk at Ivory Ridge West subdivision plat.

(B) Parcel 3B Owner is the owner of record of certain real property located adjacent to the Parcel 3A Property to be more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (“Parcel 3B Property”) effective upon recording of an approved The Walk at Ivory Ridge West subdivision plat; Parcels 3A and 3B may be referred to hereafter individually as a “Property” and together as the “Parcels” or the “Properties”.

(C) The Parties intend to develop, construct and maintain a portion of the Parcels where Parcel 3A and Parcel 3B adjoin for use as parking and access for the The Walk at Ivory Ridge West development (“Project”). The Project includes the subdivision of developed and improved land, which has been, is being, and will be developed to overlap on both Parcels 3A and 3B.

(D) The Project will include access roads that provide vehicular and pedestrian access to and across the Properties (“Access Roads”), and certain common parking space, curb, gutter, drainage, sidewalks, planters and other related amenities, all for the use and enjoyment of the owners, resident, tenants and guests of the Properties (collectively, “Parking Amenities”).

(E) The Access Roads and Parking Amenities will be located on those portions of the Properties as generally described and depicted in **Exhibit C** attached hereto and incorporated herein by reference (“Easement Area”).

(F) While the approved The Walk at Ivory Ridge West subdivision plat has not been recorded, the Parties desire to grant and convey reciprocal, non-exclusive easements and access rights on, over and across the Easement Area to be appurtenant to both Parcels and for the mutual beneficial use and enjoyment of both Parcels, their owners, their successors, assigns, tenants, invitees and guests, and to establish and set forth their respective maintenance obligations related to the same, as soon as practicable after approval and recording of The Walk at Ivory Ridge West subdivision plat.

AGREEMENT

NOW, THEREFORE, in consideration of these purposes and other good and valuable consideration, the Parties agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.

2. Grant of Easement. Subject to the terms and conditions of this Agreement and approval and recording of The Walk at Ivory Ridge West subdivision plat, the Parties hereby grant and convey to each other, their successors, assigns, tenants, invitees and guests a non-exclusive, perpetual, easement appurtenant to both Parcels for (i) pedestrian and vehicular ingress and egress and parking upon, over and across the Access Roads situated in those portions of the Easement Area located on each Party's respective Property, including any roadways, drives, parking areas, pathways or sidewalks, (ii) pedestrian ingress and egress to the Parking Amenities via the Easement Area, and (iii) the right to use the Parking Amenities subject to the terms and conditions of this Agreement and any rules and regulations applicable to the Properties (each an "Easement" and collectively the "Easements"). The Easements shall permit unobstructed pedestrian and vehicular ingress, egress, access and parking over, across and upon the Easement Area for the benefit of the Properties, the owners thereof and their respective successors, assigns, residents, invitees and guests.

3. Maintenance and Repairs. Unless the Parties agree to the contrary, each Party, including its successors and assigns, shall be responsible, at its sole cost and expense, for the repair and upkeep of its Property, including that portion of the Access Roads (including any related utility located in the same) and/or Parking Amenities located on its Property, which repair and upkeep shall be performed in a workmanlike, diligent and efficient manner and shall include maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality; plowing of snow and ice from paved surfaces and sidewalks; and restriping as required to keep the same clearly visible. All such maintenance, repair and replacement shall be accomplished in a first-class, lien-free manner in accordance with standards pursuant to similarly situated property of similar size maintained in Utah County, Utah, and consistent with any covenants, conditions and restrictions applicable to the Properties. If either Party damages the Access Roads and/or Parking Amenities, that Party agrees to promptly repair the same at its expense to the condition existing immediately prior to the damage. In the event the Parties agree that one Party, specifically, will be responsible for the routine maintenance, upkeep and repair of the Access Roads and/or Parking Amenities, the Parties (or their successors and/or

assigns) will share the costs for such maintenance, upkeep and repair on a prorata basis based upon the number of completed units in the Project. In the event a Party fails to maintain the Access Roads (including any related utility located in the same) and/or Parking Amenities located on its Property as required herein, or fails to reimburse a Party who the Parties mutually agree will be solely responsible for the same, a Party, including a lender or third party with a secured interest against the Project, may, following five (5) days written notice to the defaulting Party, but without obligation to do so, enter upon the Properties to perform such necessary maintenance. Further, if such action is needed, such Party shall be entitled to reimbursement of the necessary and reasonable costs incurred in performing said maintenance.

4. Rules. The Parties may mutually establish reasonable rules and restrictions with regard to the time, place, and manner of access to and use of the Parking Amenities. Neither the Parties nor their successors, assigns, residents, invitees and guests can acquire any right, title or interest in and to the Easement Area by adverse possession, prescriptive easement or other legal theories.

5. Insurance. Each Party shall maintain comprehensive general liability insurance, including contractual liability coverage, naming the other Party as an additional insured and providing coverage with a combined bodily injury, death and property damage limit of Two Million and 00/100 Dollars (\$2,000,000.00) or more per occurrence. Each Party shall provide the other with a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder.

6. Damage or Condemnation.

a. *Damage.* In the event that any portion of the Easement Area is destroyed or damaged by fire, casualty or force majeure, the Party's Property upon which the Easement Area is so damaged shall, at its sole cost and expense, forthwith repair and restore such area to the condition that existed immediately prior to such damage.

b. *Condemnation.* In the event that any part of a Property is condemned, the owner of the affected Property, at its sole cost and expense, shall restore such area as much as practicable to provide the same approximate configuration, size and location of the drives, driveways and sidewalks, together with existing curb cuts to adjacent roadways existing prior to the condemnation. Unless the owner of the affected Property has otherwise provided for the cost of restoration, any award on account of a condemnation on the affected Property first shall be used in the restoration of the same, and any claim to the award made by a Property owner, or its tenants or licensees hereunder shall be expressly subject and subordinate to its use in such restoration. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking. Nothing in this Section shall be construed to give any Party an interest in any award or payment made to the other Party in connection with any exercise of the power of eminent domain or any transfer in lieu thereof affecting said Party's Property or giving the public or any government any rights in said Property except as may be provided by applicable law.

7. Remedies and Enforcement. In the event of a default or threatened default by any Party hereunder, and/or any such Party's respective successors and/or assigns, of any of the terms, easements, covenants, conditions or restrictions hereof, the non-defaulting Party shall be entitled to pursue all available legal and equitable remedies from the consequences of such breach, including but not limited to specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding the foregoing, no default hereunder shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement.

8. Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, release and defend, with counsel of the other Party's choice, and hold the other Party and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively "Claims", or a "Claim") from or by any unaffiliated third party or the Indemnifying Party, arising from or relating to (i) any use of the Easement Area, the other Party's Property, and/or adjacent areas by the Indemnifying Party, (ii) any act or omission of Indemnifying Party, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Indemnifying Party and its property on the Easement Area and/or adjacent areas, and (iv) any enforcement by the other Party of any provision of this Agreement and any cost of removing the Indemnifying Party's employees or its property or equipment from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

9. Covenant Running with the Land. The provisions of this Agreement shall run with the land and shall apply to, bind and inure to the benefit of the Parties their successors and assigns.

10. Modification. This Agreement may not be amended, expanded or modified except by a further agreement in writing and in recordable form by the Parties or their successors or assigns. No amendment, change, or modification of any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by both Parcel 3A Owner, its successor or assignee; and, Parcel 3B Owner or its successor or assignee. Notwithstanding any conflicting preference or precedent established by statute, common law or in equity, the Parties waive all defenses to the enforcement of this provision, together with the right to claim that this Agreement was amended, changed or modified in any way by reason of the Parties' course of dealing, industry standard, promise, representation, statement, reliance, passage of time, or other theory.

11. Recordation. This Agreement shall be recorded in the Utah County Recorder's Office as soon as is practicable after approval and recording of the The Walk at Ivory Ridge West subdivision plat.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah.

13. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed.

[Signatures and Acknowledgments Follow]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of Effective Date.

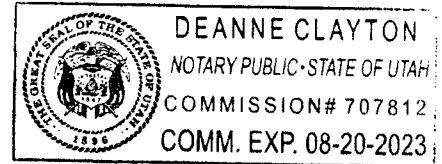
IVORY RIDGE WEST OFFICE, LLC

By: James G. Seaberg
Print: James G. Seaberg
Its: James G. Seaberg Manager

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the this 17 day of MARCH, 2020, personally appeared before me JAMES SEABERG, who being by me duly sworn, says that he is the authorized managing member of Ivory Ridge West Office, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement and said JAMES SEABERG acknowledged to me that said limited liability company executed the same.

Deanne Clayton
NOTARY PUBLIC



IVORY RIDGE WEST OFFICE, LLC

By: James G. Seaberg
Print: James G. Seaberg
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the this 17 day of MARCH, 2020, personally appeared before me JAMES SEABERG who being by me duly sworn, says that he is the authorized managing member of Ivory Ridge West Office, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement and said JAMES SEABERG acknowledged to me that said limited liability company executed the same.

Deanne Clayton
NOTARY PUBLIC

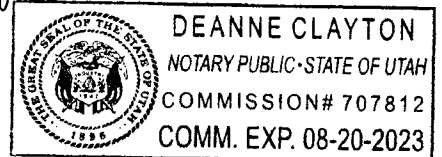


EXHIBIT "A"

(Legal Description of the Parcel 3A Property)

A portion of Lot 3, THE WALK AT IVORY RIDGE PLAT "C", according to the Official Plat thereof recorded May 9, 2012 as Entry No. 38868:2012 in the Office of the Utah County Recorder, more particularly described as follows:

Beginning at the Southeast Corner of said Lot 3, located N89°56'33"W along the 1/4 Section line 47.28 feet and N0°03'27"E 748.85 feet from the East 1/4 Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence West 162.32 feet; thence North 280.76 feet; thence East 162.32 feet; thence South 280.76 feet to the point of beginning.

Contains: 45,571 square feet or 1.05 acres+/-

EXHIBIT "B"

(Legal Description of the Parcel 3B Property)

A portion of Lot 3, THE WALK AT IVORY RIDGE PLAT "C", according to the Official Plat thereof recorded May 9, 2012 as Entry No. 38868:2012 in the Office of the Utah County Recorder, more particularly described as follows:

Beginning at the Southeast Corner of said Lot 3, located N89°56'33"W along the 1/4 Section line 47.28 feet, N0°03'27"E 748.85 feet and North 280.76 feet from the East 1/4 Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence West 162.32 feet; thence North 78.99 feet; thence N89°59'52"E 2.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 24.00 feet (radius bears: East) a distance of 15.86 feet through a central angle of 37°51'51" Chord: N18°55'56"E 15.57 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 1,028.00 feet (radius bears: N02°05'28"E) a distance of 38.10 feet through a central angle of 02°07'24" Chord: S88°58'14"E 38.09 feet; thence N89°58'04"E 91.16 feet; thence along the arc of a curve to the right with a radius of 26.00 feet a distance of 40.86 feet through a central angle of 90°01'56" Chord: S45°00'58"E 36.78 feet; thence South 67.08 feet to the point of beginning.

Contains: 14,919 square feet+/-

EXHIBIT "C"

(Description and Depiction of the Easement Area)

All of the Access Roads, Parking Amenities, including in subsequent phases of the same, and other portions of the Properties generally depicted on the attached The Walk at Ivory Ridge Plat D, to be supplanted as may be shown in any plat filed for record in Lehi City, Utah County, State of Utah, or that may exist for the common use and enjoyment of the Parties, their successors, assigns, tenants, invitees and guests.

