

**When Recorded Return to:**

Built Works LLC  
615 North Star Mill Lane  
American Fork, Utah 84003

**REAL ESTATE EASEMENT AGREEMENT: EMERGENCY INGRESS AND EGRESS**

THIS REAL ESTATE EASEMENT AGREEMENT (this "Agreement") is made on October 4, 2019, by and between Built Works LLC, a Utah limited liability company, of 615 North Star Mill Lane, American Fork, Utah 84003 (hereinafter "Grantor"), and MDP Land LLC, a Utah limited liability company, or its assigns, of 3900 N Traverse Mountain Blvd, Lehi, Utah, 84043 (hereinafter "Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 701 South 600 East, American Fork, Utah, 84003, and more fully described on the attached Exhibit A (the "Servient Estate").

B. The Grantee is the owner of certain real property legally described on the attached Exhibit B (the "Dominant Estate"), which real property is located east of the Servient Estate.

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement. For valuable consideration, Grantor hereby grants to Grantee a non-exclusive easement (the "Easement") on and across that portion of the Servient Estate legally described on the attached Exhibit C-1 and depicted diagrammatically on the attached Exhibit C-2 (the "Easement Area") solely for the purposes described herein.

2. Character of Easement. The Easement is solely for the purpose of ingress and egress of vehicular and pedestrian traffic to and from the Dominant Estate for emergency purposes, as such purposes would be objectively determined by a reasonable person.

3. Duration and Binding Effect. The Easement shall endure 99 years.

4. Limitations. It is expressly agreed that the Easement, rights, and privileges conveyed to Grantee are limited to ingress and egress in emergency situations.

5. Non-exclusiveness of Easement. The Easement, rights, and privileges granted by this Agreement are non-exclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper.

6. Grantor's Rights. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the Easement Area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses, and to modify the same from time to time, as long as they do not materially interfere with or

prevent the use by the Grantee of the Easement. The Grantor further reserves the right to dedicate all or any part of the Easement Area to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the Easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the Easement Area, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

7. Grantee's Rights and Duties. Grantee shall not have the duty to repair and maintain the property subject to the Easement but shall keep the Easement Area free and open for the benefit of Grantor and any other concurrent user. Grantee shall act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the Easement Area open by removing vegetation and by cutting, trimming, and disposal of trees that may encroach on the Easement Area. Grantee shall have the right to connect the Easement Area with the Dominant Estate in order to allow for vehicles and pedestrians to access the Easement Area. Any costs associated with this connection will be paid for by the Grantee. Grantee will give a minimum of 60-day notice prior to any connection being made.

8. Indemnification and Insurance. While the Easement is in effect:

8.1 Grantee shall indemnify, defend and hold harmless Grantor and its officers, directors, managers, employees, agents and members against any and all claims, demands, costs, expenses and liabilities arising from the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any person or property of any person as may arise out of Grantee's use of the Easement Area, except to the extent caused by the gross negligence or willful misconduct of any contractor, employee, agent or invitee of Grantor.

8.2 Grantee shall provide commercial general liability insurance naming Grantor as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate. The insurance company providing such insurance shall be rated at least A- / VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

8.3 All policies of insurance required to be carried by Grantee pursuant to this Agreement shall insure Grantee's performance of the indemnity obligations contained in this Agreement, shall name Grantor as an additional insured, and shall contain a provision that the insurance company will provide all parties with not less than twenty (20) days' advance written notice of any cancellation or lapse, or of the effective date of any material reduction in the amounts or scope of coverage. Grantee shall deliver to the other a certificate or statement from Grantee's insurance company that such insurance insures the performance by Grantee of the indemnity obligations herein and the existence of the insurance coverage to the limits herein required.

9. Termination. This Agreement and the Easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors,

and assigns may execute and record a release of the Easement at any time. This Agreement and the Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform. Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, Grantor shall notify Grantee of such failure and allow Grantee 120 days to perform. If Grantee refuses to perform after being so notified, all rights and privileges granted shall terminate and the provisions of this Agreement creating the Easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the Easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the Easement to be terminated.

11. No Public Dedication. Nothing contained in the Agreement shall be deemed a gift or dedication of any portion of the Servient Estate to the general public or for the public or for any public purpose.

12. Attorney's Fees. If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

13. Covenants Run with the Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Servient Estate or the Dominant Estate to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such right-of-way, easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. If either Grantor or Grantee transfers the Servient Estate or the Dominant Estate, respectively, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants and agreements of such party contained in this Agreement. The grant of the Easement hereunder to Grantee is limited in use for the benefit solely of the Dominant Estate and cannot be used by, or transferred for the benefit of, any other property.

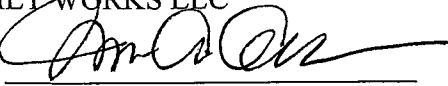
The parties have executed this Agreement on the above mentioned date.

**GRANTOR:**

**GRANTEE:**

BUILT WORKS LLC

MDP LAND LLC or its assigns

By: 

By: 

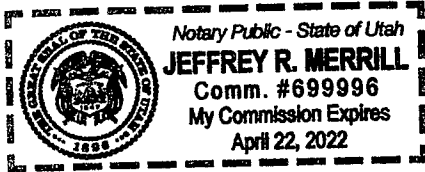
Nicholas A. Greer, Manager

Name: S. Todd Young

Title: Member

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

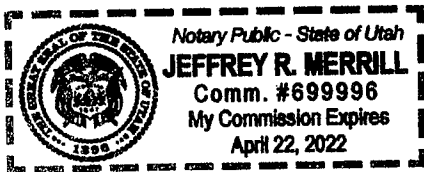
The foregoing instrument was acknowledged before me this 4th day of October 2019 by Nicholas A. Greer, the manager of Built Works LLC, a signer of the foregoing instrument.



Jeffrey R. Merrill  
NOTARY PUBLIC

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

S. The foregoing instrument was acknowledged before me this 4th day of October 2019 by Todd Young, a Manager-Member of MDP Land LLC, a signer of the foregoing instrument.



Jeffrey R. Merrill  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SERVIENT ESTATE**

**PARCEL 1**

LOT 1, PLAT "B", UTAH VALLEY BUSINESS PARK SUBDIVISION, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**PARCEL 2**

LOT 2, AMENDED PLAT M, UTAH VALLEY BUSINESS PARK SUBDIVISION, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**EXHIBIT B****LEGAL DESCRIPTION OF THE DOMINANT ESTATE**

Beginning at a point that is located, on the section line of sections 25, 24 and the Easterly Bounds of North Valley Annexation Plat for American Fork city as per Utah County's Annexation Plats of Record; said point lies South 89° 35' 36" East along Section Line a distance of 1,339.41 feet from the North ¼ Corner of Section 25 Township 5 South, Range 1 East, Salt Lake Basin and Meridian;

Thence along said Annexation Plat North 00° 30' 38" East a distance of 59.75 feet, Thence North 89° 27' 34" West a distance of 70.84 feet, Thence South 00° 00' 00" West a distance of 8.81 feet, Thence North 89° 46' 15" West a distance of 756.02 feet, Thence North 00° 28' 28" East a distance of 44.96 feet, to the South Bounds of the Naterra West Annexation Plat; Thence along said plat the following courses: North 00° 37' 46" East a distance of 917.10 feet, Thence South 89° 26' 09" East a distance of 1715.23 feet, Thence South 00° 42' 35" East a distance of 508.28 feet, Thence South 89° 01' 35" East a distance of 277.10 feet, Thence North 00° 55' 39" West a distance of 13.61 feet, Thence South 88° 53' 32" East a distance of 218.34 feet, Thence South 88° 45' 29" East a distance of 177.16 feet, to the southernly Bounds of Pajela "B" Annexation Plat; Thence along said plat North 90° 00' 00" East a distance of 225.07 feet to the Easterly bounds of Southwest Annexation Plat For Pleasant Grove City; Thence along said Plat the following courses: South 00° 00' 00" West a distance of 318.12 feet, Thence North 90° 00' 00" West a distance of 3.30 feet, Thence South 00° 05' 06" West a distance of 694.23 feet to the Northerly Bounds of Sager Annexation Plat for Pleasant Grove City; Thence along said plat South 89° 52' 18" West a distance of 808.21 feet to the Bounds of 860 East Street Annexation Plat for American Fork City, Thence along said plat the following courses; South 88° 37' 11" West a distance of 40.58 feet, Thence South 00° 20' 06" East a distance of 799.96 feet, Thence North 88° 57' 38" West a distance of 27.34 feet, to said Easterly Bounds of North Valley Annexation plat as described above, thence along said plat the remaining courses: Thence North 03° 13' 04" East a distance of 17.34 feet, Thence North 89° 56' 10" West a distance of 944.21 feet, Thence North 00° 42' 27" East a distance of 1303.97 feet to the point of beginning.

Containing 87.95 Acres More or Less.



**EXHIBIT C-1****LEGAL DESCRIPTION OF THE EASEMENT AREA****NORTH ACCESS**

Beginning at a point that is located at the Northwest corner of lot 1 Utah Valley Business Park Plat "B" of Utah County, Utah, said point is also located South 89°35'45" East a distance of 649.05 feet' and South 200.82 feet from the North 1/4 Corner of Section 25, T.5.S, R.1.E., S.L.B.&M.

Thence South 01° 35' 15" West a distance of 452.01 feet, Thence South 88° 24' 45" East a distance of 359.69 feet, Thence South 01° 20' 50" West a distance of 30.00 feet, Thence North 88° 24' 45" West a distance of 389.82 feet, Thence North 01° 35' 15" East a distance of 482.01 feet to the South R.O.W. of Quality Drive, Thence South 88° 24' 45" East a distance of 30.00 feet to the point of beginning.

Containing 25,253 Square Feet or 0.58 Acres

**WEST ACCESS**

Beginning at a point that is North 88° 24' 45" West a distance of 338.61 feet from the Southwest corner of lot 36 Utah Valley Business Park Plat "H" of Utah County, Utah, said point is also located South 89°35'45" East a distance of 1328.42 feet' and South 922.15 feet from the North 1/4 Corner of Section 25, T.5.S, R.1.E., S.L.B.&M.

Thence North 88° 24' 45" West a distance of 578.24 feet, Thence North 78° 04' 28" West a distance of 105.92 feet, Thence South 69° 01' 49" West a distance of 45.09 feet to the Easterly R.O.W. of Utah Valley Drive and the beginning of a non-tangential curve, Said curve bears to the right through an angle of 04° 41' 20", having a radius of 367.00 feet along the arc a distance of 30.03, and whose long chord bears North 23° 18' 51" West a distance of 30.03 feet to a point of intersection with a non-tangential line, Thence North 69° 01' 49" East a distance of 55.17 feet, Thence South 78° 04' 28" East a distance of 112.07 feet, Thence South 88° 24' 45" East a distance of 575.40 feet, Thence South 01° 20' 50" West a distance of 30.00 feet to the point of beginning.

Containing 22,085 Square Feet or 0.51 Acres



**EXHIBIT C-2**

**DIAGRAM OF EASEMENT AREA**

**(See attached)**

Exhibit C-2

