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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
APOLLO INDUSTRIAL HOLDINGS, LL
299 S MAIN ST, SUITE 2400
SLC UT 84111
BY: SSP, DEPUTY - WI 16 P.

When recorded mail to:

Apollo Industrial Holding, LLC
ACE Industrial Holdings, LLC
Attn: John Dahlstrom
299 South Main Street, Suite 2400
Salt Lake City, Utah 84111

With a copy to:

Suburban Land Reserve, Inc.
Attn: Aaron Weight
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111

(space above this line for Recorder's use only)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 31 day of July, 2018, by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **APOLLO INDUSTRIAL HOLDINGS, LLC**, a Utah limited liability company ("Northeast Grantee"), and **ACE YEAGER HOLDINGS, LLC**, a Utah limited liability company ("Southwest Grantee", and, together with the Northeast Grantee, the "Grantee").

RECITALS

A. Grantor owns certain real property in Salt Lake County, Utah, as more particularly described on Exhibit A ("Grantor Property"), attached hereto and incorporated herein by this reference.

B. Grantee collectively owns certain real properties abutting (i) the Grantor Property to the northeast, as more particularly described on Exhibit B-1 ("Northeast Grantee Parcel"), attached hereto and incorporated herein by this reference, and (ii) the Grantor Property to the southwest, as more particularly described on Exhibit B-2 ("Southwest Grantee Parcel"), attached hereto and incorporated herein by this reference (items (i) and (ii) collectively, the "Grantee Property").

C. Grantee desires to obtain, and Grantor is willing to grant, easements over a portion of the Grantor Property to install and use roadways in two areas described and depicted on Exhibit C-1 and C-2 ("Easement Descriptions") as the West Description and the East Description, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements. Grantor hereby conveys to Grantee a perpetual, non-exclusive easement (the "Easement") over and across that portion of the Grantor Property more particularly described on Exhibit C and depicted on Illustration to Exhibits ("Easement Area"), both of which are attached hereto and incorporated herein by this reference, for the purpose of installing, constructing, operating, maintaining and repairing a roadway connecting the Northeast Grantee Parcel and the Southwest Grantee Parcel (the "Improvements") for the purpose of ingress and egress between the Northeast Grantee Parcel and the Southwest Grantee Parcel.

2. Access. Grantee and its agents, servants, representatives, employees, consultants, contractors, subcontractors, successor and/or assigns (collectively, "Grantee Parties") shall have the right to enter upon the Easement Area for the respective purposes permitted by this Agreement. Grantee and Grantee Parties shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Parties.

3. Condition of the Easement Area. Grantee, for itself and all Grantee Parties, accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Grantee's use of the Easement Area shall neither obstruct nor conflict with any third party's use of the Easement Area. Grantee acknowledges that the Grantor Property is subject to that certain Easement recorded on July 20, 2006 as Entry No. 9788329, Book 9324, Page 6195 in the Official Records of Salt Lake County, Utah ("Canal Easement"), and Grantee hereby covenants not to cause a breach of any of the terms and conditions of the Canal Easement and assumes Seller's obligations set forth in Section 5 of the Canal Agreement.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Easement Area and the Improvements in good working order and condition. Grantee shall promptly repair any damage to the Grantor Property, and any improvements located thereon, caused by Grantee and/or any Grantee Parties, and shall promptly and timely restore the Grantor Property, and any improvements thereon, to the same or better condition as they existed immediately prior to any entry onto or work performed within the Easement Area by Grantee and/or any Grantee Parties. Such restoration obligations shall include, without limitation, (i) removal of all property, equipment or materials which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil by "double ditching" which was originally removed in any excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities (or with similar quality topsoil) as necessary such that all disturbed areas are ready for revegetation; (iv) grading the areas in which the soils were removed and relocated, including roadways used on the Grantor Property; and (v) leaving the Grantor Property in a condition which is clean, free of debris and hazards

which may be caused by Grantee's activities, and subject to neither environmental hazards, nor liens caused by Grantee's activities.

6. Compliance with Laws. In connection with its use of the Easement Area, Grantee, and all Grantee Parties, will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. Grantee's obligations include complying with all Hazardous Waste Laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances (collectively, "Hazardous Substances Laws"). Grantor shall also observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants in relation to excavating on or near the Easement Area, including any requirement to call the "One Call" system prior to the construction or excavation along said Easement Area.

As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable: (i) federal, state and local statutes, laws, rules or regulations, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendment of 1980, the Hazardous and Solid Waste Amendments of 1984, the Hazardous Substances Transportation Act; the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Federal Water Pollution Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and all state and local statutes governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

7. Liens. Grantee will keep the Easement Area, and the Grantor Property, free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area, or any portion of the Grantor Property, pertaining or relating to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any Grantee Parties. Any such liens must be released of record within fifteen (15) days.

8. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its shareholders, partners, officers, directors, members, managers, employees, agents, contractors, subcontractors, affiliates and successors and/or assigns from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, any entry onto or use of the Easement Area by Grantee or the Grantee Parties, and any negligent or willful non-performance or other breach caused by Grantee of any terms, conditions, provisions, duties, obligations or representations under this Agreement or the Canal Easement.

9. Insurance. Grantee shall obtain and maintain, and shall cause its contractors and subcontractors to obtain and maintain, a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor Property. Grantor shall be named as an additional insured on each such policy. Grantee shall provide Grantor with proof of such insurance prior to exercising its rights under this Agreement. Grantee may satisfy its insurance obligations through self-insurance.

10. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended party, (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended party, or (iii) one (1) day after deposit with an overnight courier, addressed by name to the intended party,. All notices shall be given at the following addresses:

If to Grantor: Suburban Land Reserve, Inc.
Attn: Aaron Weight
79 S. Main Street, Suite 500
Salt Lake City, Utah 84111

With a copy to: Kirton McConkie
Attn: Eric Robinson
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

If to Grantee:

Northeast Grantee: Apollo Industrial Holdings, LLC
Attn: Dell Loy Hansen
595 South Riverwoods PRKWY, Suite 400

Logan, Utah 84321

With a copy to: Wasatch Commercial Management, Inc.
Attn: John Dahlstrom
299 South Main Street, Suite 2400
Salt Lake City, Utah 84111

Lot 10 Owner: Ace Yeager Holdings, LLC
Attn: Dell Loy Hansen
595 South Riverwoods PRKWY, Suite 400
Logan, Utah 84321

With a copy to: Wasatch Commercial Management, Inc.
Attn: John Dahlstrom
299 South Main Street, Suite 2400
Salt Lake City, Utah 84111

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

11. Miscellaneous.

11.1. Interpretation. This Agreement has been arrived at through negotiation between Grantor and Grantee, and the parties expressly disclaim any judicial rule of construction requiring or allowing a document to be construed to the detriment of the drafting party.

11.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11.3. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof.

11.4. Amendment. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the parties.

11.5. Non-Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

11.6. Rights and Remedies. The rights and remedies of any of the parties are not intended to be exclusive, and the exercise of one or more of the provisions of this

Agreement shall not preclude the exercise of any other provisions. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder will be enforceable in equity as well as at law or otherwise.

11.7. Attorney Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

11.8. Authorization. Each individual executing this Agreement represents and warrants that he/she is authorized to do so either as an agent of the governing body of the party for which he/she signs or in his/her individual capacity, and delivers this Agreement in such capacity and that as a result of his/her signature, this Agreement is binding upon the party for which he/she signs or upon such individual in his/her own capacity.

11.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[signatures and acknowledgments to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first given.

Grantor: **SUBURBAN LAND RESERVE, INC.,**
a Utah corporation

By: *R. Steven Romney*
Name (Print): R. STEVEN ROMNEY
Its: Authorized Agent PRESIDENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31 day of July, 2018, by R. Steven Romney, the Pres Authorized Agent of SUBURBAN LAND RESERVE, INC., a Utah corporation, for and on behalf thereof.

WITNESS my hand and official seal.

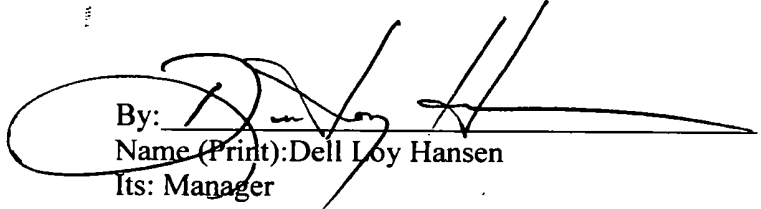


Marilyn F. Nielson
Notary Public for the State of Utah

My Commission Expires: 8/9/2021

Northwest Grantee:

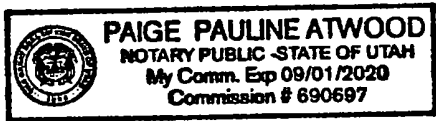
APOLLO INDUSTRIAL HOLDINGS, LLC,
a Utah limited liability company

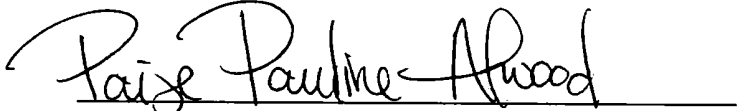
By: 
Name (Print): Dell Loy Hansen
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of July, 2018, by Dell Loy Hansen, the Manager of APOLLO INDUSTRIAL HOLDINGS, LLC, a Utah limited liability company, for and on behalf thereof.

WITNESS my hand and official seal.

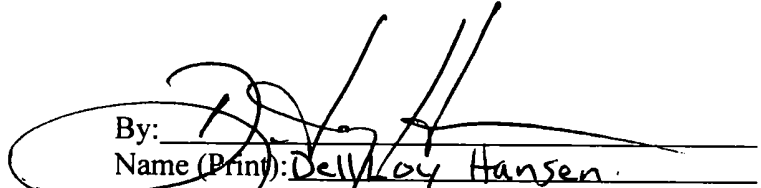



Notary Public for the State of Utah

My Commission Expires: 9/1/2020

Southeast Grantee:

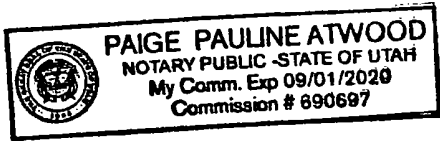
ACE YEAGER HOLDINGS, LLC,
a Utah limited liability company

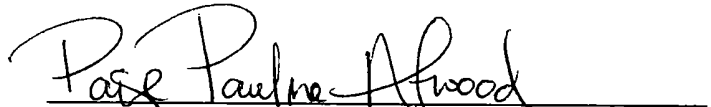
By: 
Name (Print): Dell Loy Hansen
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Dell Loy Hansen, the Manager of ACE YEAGER HOLDINGS, LLC, a Utah limited liability company, for and on behalf thereof.

WITNESS my hand and official seal.



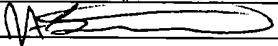

Notary Public for the State of Utah

My Commission Expires: 9/1/2020

CONSENT OF SALT LAKE CITY CORPORATION

Salt Lake City Corporation, a Utah municipal corporation and the grantee under that certain Easement recorded on July 20, 2006 as Entry No. 9788329, Book 9324, Page 6195 in the official records of Salt Lake County, Utah ("Canal Easement"), hereby acknowledges and consents to this Agreement and the terms hereof, including, without limitation, the installation of the Improvements and Grantee's assumption of Grantor's obligations under Section 5 of the Canal Easement.

Salt Lake City Corporation,
a Utah municipal corporation

By: JESSE A. STANWELL
Name: 
Its: DEPUTY DIRECTOR, PUBLIC UTILITIES

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of SALT LAKE CITY CORPORATION, a Utah municipal corporation, for and on behalf thereof.

WITNESS my hand and official seal.

Notary Public for the State of Utah

My Commission Expires: _____

[Exhibits A, B-1, B-2, C-1, C-2 and Illustration to Exhibits to be Attached hereafter]

Exhibit "A"

Grantor Property

That certain real property located in Salt Lake County, Utah, specifically described as follows:

BEG AT NW COR LOT 10, BONNEVILLE CENTER PLAT D; S 89°58'15" E 952.95 FT; S 44°41'05" E 439.27 FT; S 45°30' E 537.88 FT; N'LY 57.48 FT M OR L TO SE COR LOT 2, BONNEVILLE CENTER PLAT A; N 45°30' W 487.50 FT; N 44°41'05" W 460.59 FT; S 89°58'45" W 1751.89 FT; S 00°02'54" W 35.79 FT M OR L; S 89°58'15" E 779.22 FT TO BEG.
2.35 AC M OR L. 9403-0001

Exhibit "B-1"

Northeast Grantee Parcel

That certain real property located in Salt Lake County, Utah, specifically described as follows:

**LOT 10 BONNEVILLE CENTER PLAT D, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER**

Exhibit B-2

Southeast Grantee Parcel

That certain real property located in Salt Lake County, Utah, specifically described as follows:

**LOT 2A, OF BONNEVILLE CENTER PLAT "A" – AMENDED LOT 2, ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE
COUNTY RECORDER**

Exhibit "C-1"

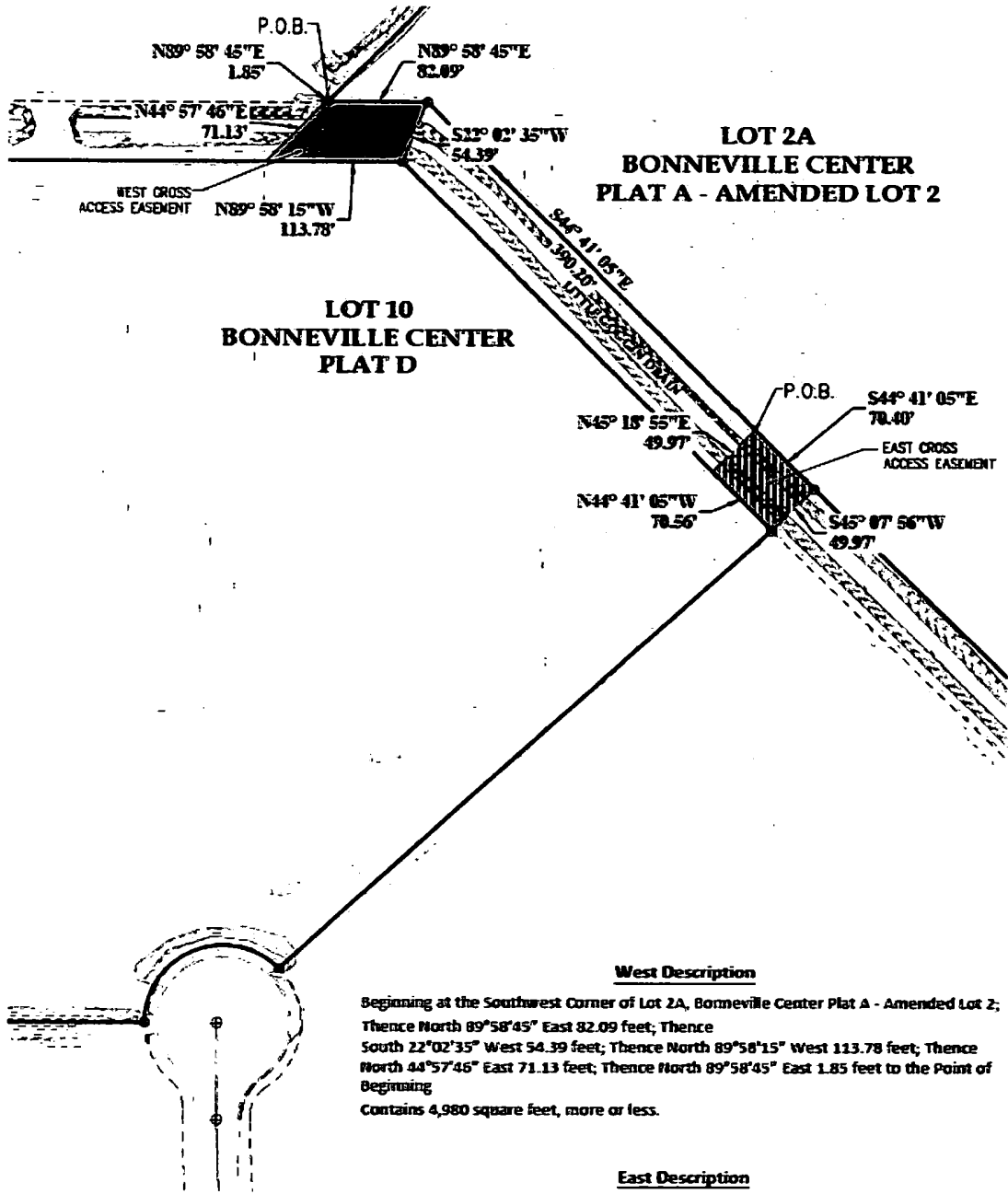


Exhibit "C-2"

West Description

Beginning at the Southwest Corner of Lot 2A, Bonneville Center Plat A – Amended Lot 2;
Thence North 89°58'45" East 82.09 feet; Thence South 22°02'35" West 54.39 feet; Thence
North 89°58'15" West 113.78 feet; Thence North 44°57'46" East 71.13 feet; Thence North
89°58'45" East 1.85 feet to the Point of Beginning

Contains 4,980 square feet, more or less.

East Description

Beginning at point being North 89°58'45" East 82.09 feet and South 44°41'05" East 390.20 feet
from the Southwest Corner of Lot 2A, Bonneville Center Plat A – Amended Lot 2;

Thence South 44°41'05" East 70.40 feet; Thence South 45°07'56" West 49.97 feet; Thence
North 44°41'05" West 70.56 feet; Thence North 45°18'55" East 49.97 feet to the Point of
Beginning

Contains 3,521 square feet, more or less.

Illustration of Easements

