

PREPARED BY AND WHEN
RECORDED PLEASE RETURN TO:

Lamont Richardson
Parr Brown Gee & Loveless
101 S. 200 E. Suite 700
Salt Lake City, Utah 84111

45.703.0001
45.703.0002

GRANT OF CROSS-ACCESS AND UTILITIES EASEMENT

This Grant of Cross-Access and Utilities Easement (this "**Easement Agreement**") is executed as of the 16 day of April 2020, by **BOYER NW QUADRANT LEHI BLOCK OFFICE 1, L.C.**, a Utah limited liability company (the "**Declarant**").

WHEREAS, Declarant, owns a certain parcel of real property located in Utah County, Utah, as more particularly described in Exhibit "A" attached hereto and made a part hereof ("**Parcel 1**"). Declarant also owns a certain adjacent parcel of real property located in Utah County, Utah as more particularly described in Exhibit "B" attached hereto and made a part hereof ("**Parcel 2**"). Parcel 1 and Parcel 2 are each a "**Parcel**" and collectively the "**Parcels**;"

WHEREAS, Declarant desires to enter into this Easement Agreement for the purpose of granting a non-exclusive easement on and over those areas on the Parcels intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of the Parcels on which a building is located at any time or from time to time ("**Access Areas**") for the benefit of the Parcels for vehicular and pedestrian ingress and egress between the Parcels and the public roadways to which the Parcels have access (individually and collectively, as the context may require, the "**Public Thoroughfares**") and for the installation and maintenance of certain utilities and services, i.e., electricity, communications, sewer, water, and natural gas lines installed and/or located by within the Access Areas (the "**Utilities**");

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Easement Agreement, the Declarant hereby declares as follows:

1. Grant of Rights-of-Way and Easements in Access Area; Limitations.

(a) Subject to the limitations set forth in this Easement Agreement, Declarant hereby grants and conveys to the owner of Parcel 2 (the "**Parcel 2 Owner**") and for the benefit of Parcel 2;

(i) a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Access Areas on Parcel 1 and between Parcel 2 and the Public Thoroughfares by the Parcel 2 Owner and its tenants, subtenants, licensees, invitees or other permitted users of Parcel 2;

(ii) a non-exclusive and perpetual right-of-way and easements under, through and across the Access Areas for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the Utilities under, across and through the Access Areas.

Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Parcel 2, (ii) bind and burden the Access Areas on Parcel 1 and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under Parcel 1, in any portion of the Access Areas, and (iii) constitute a covenant running with the land.

(b) Subject to the limitations set forth in this Easement Agreement, Declarant hereby grants and conveys to the owner of Parcel 1 (the “**Parcel 1 Owner**”) and for the benefit of Parcel 1;

(i) a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Access Areas on Parcel 2 and between Parcel 1 and the Public Thoroughfares by the Parcel 1 Owner and its tenants, subtenants, licensees, invitees or other permitted users of Parcel 1;

(ii) a non-exclusive and perpetual right-of-way and easements under, through and across the Access Areas for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the Utilities under, across and through the Access Areas

Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Parcel 1, (ii) bind and burden the Access Areas on Parcel 2 and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under Parcel 2, in any portion of the Access Areas, and (iii) constitute a covenant running with the land.

(c) Exclusive use of the Access Areas is not hereby granted, and the right of way and easement for ingress and egress is hereby expressly reserved. The applicable owner of the Parcels shall have the right to make any use of the Access Area so long as, except as otherwise specified herein, any such use does not unreasonably interfere with the rights and easements for use and related ingress and egress which is herein granted to the other Parcel.

(d) The Parcel 1 Owner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Access Areas or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the Parcel 1 Owner or any one claiming by, through or under the Parcel 1 Owner. If such a lien is filed, within ten (10) business days after the date of the filing or recording of any such lien, the Parcel 1 Owner shall cause the same to be paid and discharged of record.

(e) The Parcel 2 Owner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Access Areas or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the Parcel 2 Owner or any one claiming by, through or under the Parcel 2 Owner. If such a lien is filed, within ten (10) business days after the date of the filing or recording of any such lien, the Parcel 2 Owner shall cause the same to be paid and discharged of record

(f) The Parcel 1 Owner may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Access Areas for access, provided that, in any such event, the Parcel 1 Owner shall first notify the Parcel 2 Owner in writing and shall, to the extent possible, provide for alternate access to the Parcel 2 Owner during such period of closure.

(g) The Parcel 2 Owner may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Access Areas for access, provided that, in any such event, the Parcel 2 Owner shall first notify the Parcel 1 Owner in writing

and shall, to the extent possible, provide for alternate access to the Parcel 1 Owner during such period of closure.

2. Failure to Perform; Remedies. In the event that the Parcel 1 Owner fails to perform when due any act or obligation required by this Easement Agreement to be performed by the Parcel 1 Owner, the Parcel 2 Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin the Parcel 1 Owner from such breach or threatened breach and/or for the specific performance of the Parcel 1 Owner's obligations under this Easement Agreement. In the event the Parcel 2 Owner fails to perform when due any act or obligation required by this Easement Agreement to be performed by the Parcel 2 Owner, the Parcel 1 Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin the Parcel 2 Owner from such breach or threatened breach and/or for the specific performance of the Parcel 2 Owner's obligations under this Easement Agreement.

3. Limitation on Authority.

(a) The Parcel 1 Owner is not to be deemed or construed as the agent or joint venturer of the Parcel 2 Owner in any respect, all other provisions of this Easement Agreement notwithstanding. The Parcel 1 Owner has not and do not hereby assume or agree to assume any liability whatsoever of the Parcel 2 Owner and the Parcel 2 Owner does not assume or agree to assume any obligation of any Parcel 1 Owner under any contract, agreement, indenture, or any other document to which the Parcel 2 Owner may be a party or by which the Parcel 2 Owner is or may be bound, or which in any manner affects Parcel 2 or any part thereof, except as expressly provided in this Easement Agreement.

(b) The Benefitted Parcel Ow Parcel 2 Owner ner is not to be deemed or construed as the agent or joint venturer of the Parcel 1 Owner in any respect, all other provisions of this Easement Agreement notwithstanding. The Parcel 2 Owner has not and do not hereby assume or agree to assume any liability whatsoever of the Parcel 1 Owner and the Parcel 2 Owner does not assume or agree to assume any obligation of any Parcel 1 Owner under any contract, agreement, indenture, or any other document to which the Parcel 1 Owner may be a party or by which the Parcel 1 Owner is or may be bound, or which in any manner affects the Parcel 1 or any part thereof, except as expressly provided in this Easement Agreement.

4. Notices. All communications, consents, and other notices provided for in this Easement Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid at the address of the Parcels (or if no such address exists) at the corporate office of the applicable owner.

5. Miscellaneous Provisions.

(a) This Easement Agreement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement Agreement, however, the paragraph headings and titles are not part of this Easement Agreement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by either party hereto of a breach of any term or condition of this Easement Agreement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Easement Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, which supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Easement Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be

binding unless executed, in writing, by the party making the waiver. No amendment to this Easement Agreement shall in any way affect the rights of a holder (a “**Mortgagee**”) of a mortgage, deed of trust or other security agreement (a “**Mortgage**”) creating a lien on an owner’s interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(d) This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Easement Agreement shall be and hereby are incorporated in and an integral part of this Easement Agreement by this reference.

(e) This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and Parcel 1 and Parcel 2 shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with each of the Parcels and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Parcel 1, or any part thereof, by, through or under the Parcel 1 Owner, or (ii) the Parcel 2, or any part thereof, by, through or under the Parcel 2 Owner, as the case may be.

(f) In the event that any provision of this Easement Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement Agreement.

(g) Nothing contained herein will be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(h) For purposes of this Easement Agreement, “*force majeure*” shall mean any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault of the party delayed (financial inability excepted), in which case performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

(i) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Easement Agreement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys’ fees, costs and expenses incurred in the enforcement of or the termination of this Easement Agreement.

[signatures and acknowledgments on following page]

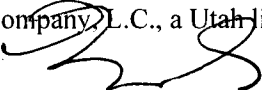
IN WITNESS WHEREOF, Declarant has executed this Easement Agreement to be effective as of the date first written above.

PARCEL 1 OWNER

BOYER NW QUADRANT LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By:

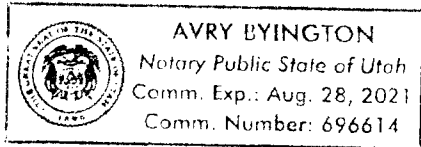

Name: **BRIAN GOCHNOW**
Title: Manager

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

On this 16 day of April, 2020, personally appeared before me Brian Gochnow, the person who executed the within instrument as a manager of The Boyer Company, L.C., a Utah limited liability company, a manager of **BOYER NW QUADRANT LEHI BLOCK OFFICE 1, L.C.**, a Utah limited liability company and acknowledged to me that he executed the within instrument on behalf of said company.


Notary Public

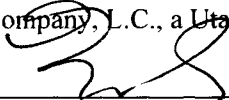
My Commission Expires: 8/28/2021



PARCEL 2 OWNER

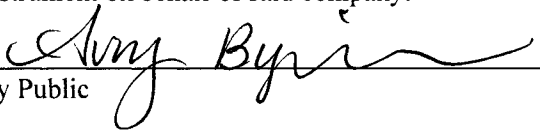
BOYER NW QUADRANT LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By: 
Name: Brian Gochnour
Title: Manager

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

On this 16 day of April, 2020, personally appeared before me Brian Gochnour the person who executed the within instrument as a manager of The Boyer Company, L.C., a Utah limited liability company, a manager of **BOYER NW QUADRANT LEHI BLOCK OFFICE 1, L.C.**, a Utah limited liability company and acknowledged to me that he executed the within instrument on behalf of said company.


Notary Public

My Commission Expires: 8/28/2021

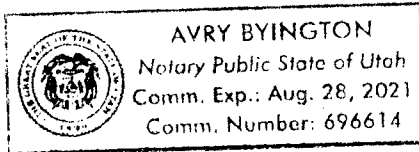


EXHIBIT "A"

(Description of Parcel 1)

Property located in Utah County, Utah more particularly described as follows:

Lot 1 Lehi Block Plat "A" according to the official plat thereof recorded in the Utah County Recorder's Office as Map 16992.

Tax Parcel ID: 45.703.0001

EXHIBIT "B"

(Description of Parcel 2)

Property located in Utah County, Utah more particularly described as follows:

Lot 2 Lehi Block Plat "A" according to the official plat thereof recorded in the Utah County Recorder's Office as Map 16992.

Tax Parcel ID: 45.703.0002