

When recorded, mail to:
Rollermills Apartments, LLC
c/o Mark Hampton
11716 S. 100 E.
Draper, Utah 84020

Parcel Nos. 13-015-0048, 35-356-0004, 13-002-0156,
13-002-0085, 13-001-0093, 13-002-0186
13-001-0092

CROSS ACCESS, PARKING AND EASEMENT AGREEMENT

This Cross Access, Parking and Easement Agreement (“Agreement”) is made effective this 28th day of February, 2019 by and between Rollermills Apartments, LLC, a Utah limited liability company, and Vineyard 87 Apartments, LLC, a Utah limited liability company (collectively “Lot 1 Owner”), Vineyard Flagship 87, LLC, a Utah limited liability company (“Lot 2 Owner”) and Vineyard Flagship 87, LLC, a Utah limited liability company (“Lot 3 Owner”).

RECITALS:

1. Lot 1 Owner is the owner of certain real property on which it intends to construct and own residential apartments and which consists of Lot 1 of Lehi Tech Subdivision, located in Utah County, Utah, more particularly described in Exhibit A attached hereto (the “Lot 1 Property”).
2. Lot 2 Owner is the owner of certain real property on which it has or intends to construct and own commercial office building(s) and which consists of Lot 2 of Lehi Tech Subdivision, located in Utah County, Utah, more particularly described in Exhibit A attached hereto (the “Lot 2 Property”).
3. Lot 3 Owner is the owner of certain real property on which it has or intends to construct and own commercial office building(s) and which consists of Lot 3 of Lehi Tech Subdivision, located in Utah County, Utah, more particularly described in Exhibit A attached hereto (the “Lot 3 Property”).
4. The Lot 1 Property, Lot 2 Property and Lot 3 Property are located adjacent to each other.
5. Lehi City has requested, and Lot 1 Owner, Lot 2 Owner and Lot 3 Owner (collectively “Owners”, and each individually, an “Owner”) desire, to provide cross access to the Lot 1 Property, Lot 2 Property and Lot 3 Property (collectively “Properties”, and each individually, a “Property”) from 1350 East Street in Lehi, Utah, and between and among the Properties.

6. Lehi City has requested, and the Owners desire, to provide cross parking between and among the Properties.

TERMS:

Now, therefore, in consideration of the mutual covenants and promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

7. The Owners, and each of them, hereby grant and convey to one another, for their joint and non-exclusive use and for the use of each Owner's respective managers, officers, directors, employees, contractors, customers, vendors, suppliers, visitors, invitees, tenants, occupants, licensees, subtenants, and concessionaires, a perpetual, non-exclusive easement for (i) vehicular and pedestrian ingress and egress on, over and across the Access Area (as defined below), and (ii) for the parking of vehicles on the Parking Area (as defined below), on the Properties. As used in this Agreement, "Access Area" shall mean the drive aisles on each Property, and "Parking Area" shall mean the parking stalls on each Property, as the same may at any time and from time to time be constructed and maintained for such uses by the owner of such Property, as applicable, in accordance with this Agreement.

8. The Owners, and each of them, hereby grant and convey to one another, for their joint and non-exclusive use, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of utility pipes, lines, wires, conduits and related facilities, under, through and across the Properties, excluding any portion of the Properties on which a building or other structure or any utility facilities are located, and excluding areas immediately surrounding such building and utility facilities to the extent disturbance thereof would weaken, damage or otherwise materially, adversely affect the same. The Owners shall coordinate with each other in good faith regarding the locations of utility lines and facilities, which shall be reasonably located so as to minimize adverse impacts on existing improvements. If the rights provided for in this Paragraph are exercised, the Owner exercising such rights shall pay all costs involved with such exercise and, at such Owner's sole cost, promptly restore to their previous condition any improvements which may be damaged as a result of such exercise, and shall provide as-built plans for all such facilities to the Owner of the Property upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same. Each utility pipe, line, wire, conduit and related facility located within the Properties shall be located underground except for such facilities as are required to be above ground by the provider that is providing such service. Each Owner, as grantee, assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur

on another Owner's property in connection with such grantee's exercise of its rights set forth herein. Each Owner, as grantee, shall indemnify, defend and hold each other Owner, as applicable, harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to such grantee's exercise of its rights hereunder, unless due to such other Owner's gross negligence or willful misconduct.

9. At any time and from time to time an Owner shall have the right to relocate on its Property any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the Property of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Property served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Property served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Property, and (v) shall provide for the original and relocated area to be restored to their prior condition. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of each Property served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.
10. Except to the extent approved by the Owners, no Owner shall permit to be constructed any fence, wall, barricade or other obstruction, which materially limits or impairs vehicular and pedestrian traffic over any part of the Properties, or shall otherwise obstruct or interfere with the free flow of such traffic, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent an Owner reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, such Owner's Property.
11. Each Owner shall be responsible, at its own cost, for maintaining the Access Area and Parking Area on its Property in a reasonably clean, safe, orderly and good condition. Such maintenance shall include but not be limited to maintaining, repairing and replacing as necessary all paved roadway areas and sidewalks, lighting fixtures, marking, directional signs, lines and striping, all in good condition and repair, removing snow and ice, removing papers, debris and other refuse, and performing any and all other duties as are reasonably necessary in connection therewith. Notwithstanding anything to the contrary herein, if any Access Area or Parking Area on an Owner's Property is materially damaged (i) due to the negligence or willful misconduct of another Owner, or (ii) due to construction vehicles or equipment in connection with construction of

improvements on another Owner's Property, such other Owner shall be responsible, at its cost, for repairing or replacing such damaged improvements.

12. INDEMNIFICATION/INSURANCE.

- a. Indemnification. Each Owner (the "indemnifying party") hereby agrees to indemnify, defend and save each other Owner harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on such indemnifying party's own Property, except if caused by the negligence or willful misconduct of such other Owner hereto.
- b. Insurance. Each Owner shall provide commercial general liability insurance affording protection to itself and the other Owners on its own Property, naming each other Owner 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.
- c. Other Insurance Matters. All policies of insurance required by this Agreement shall insure the performance of the Owner insured thereunder of the indemnity obligations contained in this Agreement, shall name each other Owner as an additional insured and shall contain a provision that the insurance company will provide all Owners 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. Each Owner shall deliver to the other a certificate or statement from the Owner's insurance company that such insurance insures the performance by the Owner insured of the indemnity obligations herein and the existence of the insurance coverage to the limits herein required. Each Owner shall promptly notify each other Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such Owner copies of process and pleadings.

13. DEFAULT.

- a. Events of Default. The failure of an Owner to observe or perform any of the covenants, conditions or obligations of this Agreement within twenty (20) days after the issuance of a written notice by another Owner that it has failed to perform under this Agreement specifying the nature of the default claimed, shall constitute a material default and breach of this Agreement.

- b. Equitable Relief. Any non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any defaulting Owner hereto, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- c. Waiver of Default. No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.
- d. Agreement Continues Notwithstanding Default. It is expressly agreed that no breach of or event of default under this Agreement shall: (i) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Property. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

14. MISCELLANEOUS.

- a. Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder. No amendment hereto shall be effective unless such amendment has been executed and notarized by the Owners or their respective successors and further provided that any such amendment is

- e. Time. Time is of the essence with respect to each and every term, condition, obligation and provision contained in this Agreement.
15. This Agreement includes the entire agreement between the parties regarding the matters described herein and all prior discussions, promises or understandings are merged herein. This Agreement, and the matters, rights and obligations described herein, shall run with the land and be binding upon and inure to the benefit of the Owners, and their successors and assigns.


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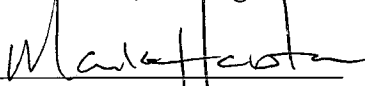
In witness hereof, the parties execute this Agreement as follows, effective the date set forth above.

LOT 1 OWNER:

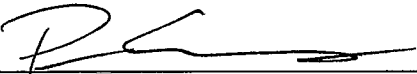
Rollermills Apartments, LLC
a Utah limited liability company

By: HG Rollermills Apartments, LLC, its Manager

By: 
Kevin Garn, Manager

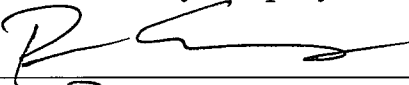
By: 
Mark Hampton, Manager

Vineyard 87 Apartments, LLC
a Utah limited liability company

By: 
Name: Peter Evans
Title: Manager

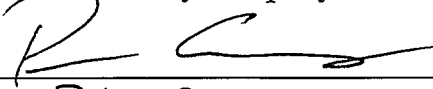
LOT 2 OWNER:

Vineyard Flagship 87, LLC
a Utah limited liability company

By: 
Name: Peter Evans
Title: Manager

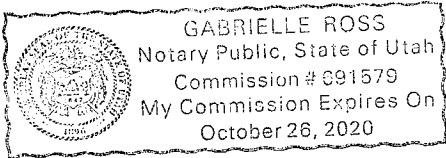
LOT 3 OWNER:

Vineyard Flagship 87, LLC
a Utah limited liability company

By: 
Name: Peter Evans
Title: Manager

STATE OF UTAH)
) ss
COUNTY OF Davis)

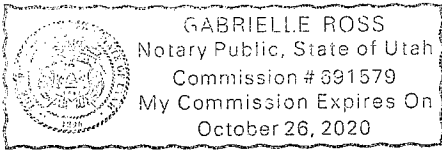
On this 21 day of February, 2019, before me appeared Kevin Garn, to me personally known, who, being by me duly sworn, did say that he is the Manager of HG Rollermills Apartments, LLC, the Manager of Rollermills Apartments, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



Gabrielle Ross
Notary Public
Print Name: Gabrielle Ross
My commission expires: 10/26/2020

STATE OF UTAH)
) ss
COUNTY OF Davis)

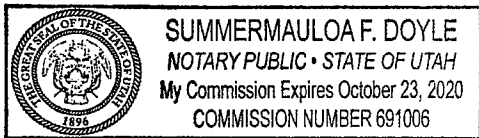
On this 21 day of February, 2019, before me appeared Mark Hampton, to me personally known, who, being by me duly sworn, did say that he is the Manager of HG Rollermills Apartments, LLC, the Manager of Rollermills Apartments, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



Gabrielle Ross
Notary Public
Print Name: Gabrielle Ross
My commission expires: 10/26/2020

STATE OF UTAH)
) ss
COUNTY OF Utah)

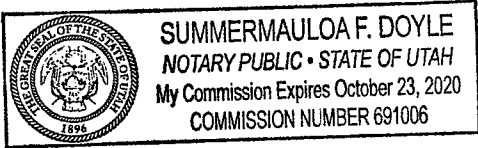
On this 21st day of February, 2019, before me appeared Peter Evans, to me personally known, who, being by me duly sworn, did say that he is the Manager of Vineyard 87 Apartments, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



Summermauloa F. Doyle
Notary Public
Print Name: Summermauloa F. Doyle
My commission expires: 10-23-2020

STATE OF UTAH)
) ss
COUNTY OF Utah)

On this 21st day of February, 2019, before me appeared Peter Evans, to me personally known, who, being by me duly sworn, did say that he is the Manager of Vineyard Flagship 87, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



Summermauloa F. Doyle
Notary Public
Print Name: Summermauloa F. Doyle
My commission expires: 10-23-2020

EXHIBIT A

PROPERTY DESCRIPTIONS

Lot 1 Property Legal Description

Lot 1, LEHI TECH SUBDIVISION, Amending Lot 1 Biomni Plat "A" and Amending and Vacating 200 South Street, a Commercial Subdivision, Lehi, Utah.

Lot 2 Property Legal Description

Lot 2, LEHI TECH SUBDIVISION, Amending Lot 1 Biomni Plat "A" and Amending and Vacating 200 South Street, a Commercial Subdivision, Lehi, Utah.

Lot 3 Property Legal Description

Lot 3, LEHI TECH SUBDIVISION, Amending Lot 1 Biomni Plat "A" and Amending and Vacating 200 South Street, a Commercial Subdivision, Lehi, Utah.