

Parcel No.
129350003
129350002

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** is made and entered into as of the 16 day of August, 2019, by and between Bear River Storage Syracuse, LLC ("Grantor" or "Bear River"), and Antelope Business Park, LLC, Kilgore Properties, LLC, K&J Designz, LLC, SDN Properties, L.C., Giza Build, LLC, P.C. McStan, LLC, J. Philip Cook Family LLC, Snarr Communications, LLC, Sprockett Properties, LLC, Silver Glance, L.L.C., Anderlecht Investments, LLC, and Douglas M. Todd, DDS Profit Sharing Plan, ("Grantee" or "Antelope"). Grantor and Grantee are referred to collectively herein as the "Parties."

RECITALS

- A. Grantor is the owner of certain property located in Syracuse City, Davis County, Utah, and more particularly described in Exhibit "A" attached hereto (the "Grantor's Property").
- B. Grantee is the owner of certain real property that is adjacent to and/or in the vicinity of the Grantor's Property and being more particularly described in Exhibit "B" attached hereto (the "Grantee's Property").
- C. Grantor desires to grant to Grantee an easement (the "Antelope Easement"). The Antelope Easement is located as is described in Exhibit "C" attached hereto.
- D. Grantee desires to grant to Grantor an easement (the "Bear River Easement"). The Bear River Easement is located and described as the westernmost access point to Grantee's Property and is limited to the amount of access reasonably required for Grantor to have ingress and egress rights to access Grantor's Property, including the Antelope Easement.

TERMS OF AGREEMENT

Therefore, for ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Grant of Easements. Bear River hereby grants to Antelope the Antelope Easement as set forth herein. Antelope hereby grants to Bear River the Bear River Easement as set forth herein. The easements are collectively referred to as Easements.
3. Purposes of Easements. The purposes of the Easements include but are not limited to allowing the Parties' and their representatives, employees, tenants, subtenants, successors, assigns, independent contractors, agents, invitees, guests, customers, etc. to have and to exercise rights of ingress and egress across the Easements for any and all lawful purposes and by any and all lawful means.
4. Covenants of Each Party. Each Party irrevocably covenants to allow the continued use of the Easements hereby granted and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Easements for the purposes described herein or that would interfere with the use of, and access to the Easements in

any way. Each Party warrants it will allow access across the Easements at all times, and will not obstruct or block the use of the Easement at any time in any way.

5. Easement Improvements; Grantee as Sole User. Grantee is entitled (but not required) to grade, pave, improve or modify the Easements for the purpose of exercising its rights of access, ingress and egress over and across the land subject to the Easements. Until such time, if ever, that Grantor accesses the Easements, Grantee shall maintain and repair the Easements, including any and all improvements within the Easements at Grantees' sole cost and expense. If Grantee fails to abide by the covenant made in the immediately preceding sentence, then Grantor shall have the right, but not the obligation, to maintain and repair the Easement and any and all improvements within the Easement and Grantee shall indemnify and hold Grantor harmless for any and all costs and expenses associated with any such maintenance and/or repairs.

6. Easement Improvements; Both Parties as Users. Grantor is entitled (but not required) to grade, pave, improve or modify the Bear River Easement so long as such improvements or modifications do not hinder Grantee's rights of access, ingress and egress over and across the land Bear River Easement. If such improvements or modifications are performed by Grantor to the Bear River Easement, the parties shall agree in writing in advance regarding the scope of the improvements and shall split equally the cost and expense. If an agreement is not reached in advance, which agreement shall not be unreasonably withheld, then Grantee is not obligated to share the expense. Thereafter, both parties shall maintain and repair the Easements, including any and all improvements within the Easements. If either party fails to abide by the covenant made in the immediately preceding sentence, then the other party shall have the right, but not the obligation, to maintain and repair the Easements and any and all improvements within the Easement and the other Party shall indemnify and hold harmless for any and all costs and expenses associated with any such maintenance and/or repairs.

7. Antelope Easement Maintenance. Initially, Grantee shall pay all costs and expenses associated with any such maintenance and/or repairs of the Antelope Easement property. If and when Grantor begins to use the Antelope Easement for access, ingress, and/or egress to Grantor's property, then the parties shall split equally the costs and expenses of any such maintenance and/or repairs of the Antelope Easement.

8. Reapportionment of Costs. Either Party may request a reapportionment of payment obligations for maintenance and/or repairs of the Easements. If such a request is made, payment obligations shall be adjusted based upon usage. Unless otherwise agreed in writing, such usage shall be calculated based upon the relative square footage of building space occupied by persons or their representatives using the Easements.

9. Insurance. Both parties are required to maintain general liability insurance on the portion of the Easements they own. If and when a party utilizes its easement rights, that party must add the other party as an additional insured to its insurance policy.

10. Condemnation. If all or any part of the Easements are condemned or sought to be condemned, either or both Parties shall be entitled, in its sole discretion, to do any one or more of the following: (a) to contest the condemnation; (b) to relocate the Easement on the portion of the Property not condemned or sought to be condemned in the same manner, subject to the other Party's approval, which approval shall not be unreasonably withheld; and/or (c) to recover from the condemnor to the maximum extent allowable by law. "Condemned" and "condemnation" for purposes of this Agreement shall include any transfer of possession, title or right relating to the Property, or any portion thereof, in favor of or for the benefit of any entity exercising the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

11. Successors. This Agreement, including but not limited to the covenants set forth above, shall constitute covenants running with the land and shall be binding upon both Parties and their successors and assigns, or any portion thereof, and the provisions hereof shall be specifically enforceable against the Parties and their successors and assigns, regardless of whether such parties have actual notice of the provisions hereof. Without limiting the foregoing, the Parties shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event either Party seeks an injunction based upon the other Party's breach, it is specifically agreed that no bond shall be required.

12. Easements Run with the Land. The Easement shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the Parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust.

13. Recording. This Agreement shall be recorded in the official records of Davis County, Utah.

14. Amendment and Termination. This Agreement may be amended and/or terminated only by a written agreement signed by representatives of both Parties, their successors, or assigns. Said amendment and/or notice of termination shall be recorded in the official records of Davis County, Utah.

15. Counterparts. This Agreement may be executed in counterparts.

16. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

(GRANTOR)

BEAR RIVER STORAGE SYRACUSE, LLC

By: [Signature]
Riley Sorensen, Member

By: [Signature]
Debbie Sorensen, Member

STATE OF UTAH)

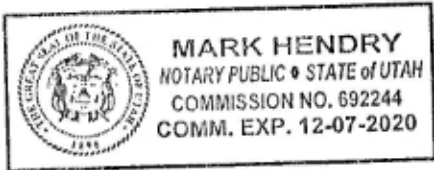
COUNTY OF DAVIS)

On August 16, 2019 before me, MARK HENDRY a Notary Public, personally appeared RILEY SORENSEN AND DEBBIE SORENSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(GRANTEE)

Antelope Business Park, LLC

By: 
Michael W. Wright, Manager

STATE OF UTAH)

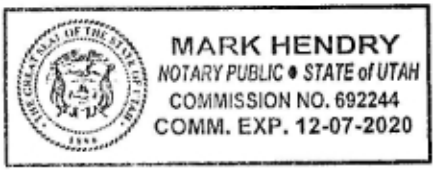
COUNTY OF SALT LAKE)

On August 30 2019 before me, MARK HENDRY a Notary Public, personally appeared MICHAEL W. WRIGHT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Kilgore Properties, LLC

By: 
Jason Kilgore, Manager

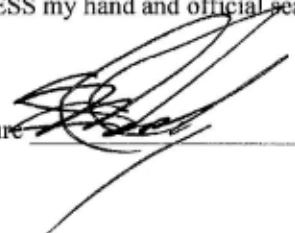
STATE OF UTAH)

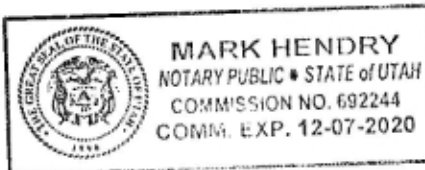
COUNTY OF SALT LAKE)

On August 20, 2019 before me, MARK HENDRY a Notary Public, personally appeared JASON KILGORE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



K&J Designz, LLC
By: [Signature]
Kurt Giles, Member/Manager

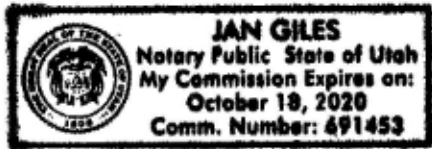
STATE OF UTAH)
COUNTY OF SALT LAKE)

On August 20, 2019 before me, Jan Giles a Notary Public, personally appeared Kurt Giles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jan Giles



SDN Properties, LLC

By [Signature]
Stuart Nelson, Manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

On August 20th 2019 before me, Janet Wooten a Notary Public, personally appeared Stuart Nelson whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



Giza Build, LLC

By: 
Michael Wright, Manager

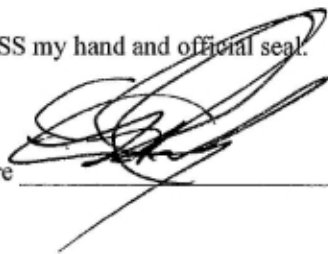
STATE OF UTAH)

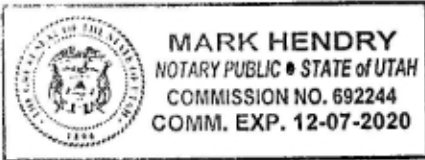
COUNTY OF SALT LAKE)

On August 20 2019 before me, MARK HENDRY a Notary Public, personally appeared MICHAEL WRIGHT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



P.C. McStan, LLC

By: *J Philip Cook*
J. Philip Cook, Manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

On August 20th 2019 before me, *Janet Wooten* a Notary Public, personally appeared *J Philip Cook*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Janet Wooten*



J. Philip Cook Family LLC

By: *J. Philip Cook*
J. Philip Cook, Manager

By: *Charlotte C. Cook*
Charlotte C. Cook, Manager

STATE OF UTAH)

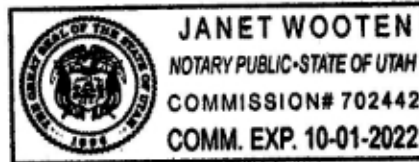
COUNTY OF SALT LAKE)

On August 20th 2019 before me, *Janet Wooten* a Notary Public, personally appeared *J. Philip Cook & Charlotte Cook* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Janet Wooten*



Snarr Communications, LLC

By: [Signature]
Michael Snarr, Manager

STATE OF UTAH)
COUNTY OF SALT LAKE

On August 19, 2019 before me, MARK HENDRY a Notary Public, personally appeared MICHAEL SNARR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



Sprocket Properties, LLC

By: 
James Stout, Member/Manager

STATE OF UTAH)
COUNTY OF SALT LAKE)

On August 20, 2019 before me, Melissa Anne Faulkner a Notary Public, personally appeared James Stout, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Anne Faulkner



Silver Glance, L.L.C.

By: Robert H. Wilde
Robert H, Wilde, Manager

STATE OF UTAH)

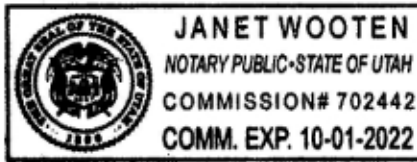
COUNTY OF SALT LAKE)

On August ~~2018~~ 2019 before me, Janet Wooten a Notary Public, personally appeared Robert Wilde who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Wooten



Anderlecht Investments, LLC

By: Richard Sloan
Richard C. Sloan, Manager

STATE OF UTAH)

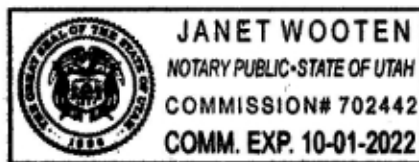
COUNTY OF SALT LAKE)

On August 20th 2019 before me, Janet Wooten a Notary Public, personally appeared Richard Sloan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Wooten



Douglas M. Todd, DDS, Profit Sharing Plan

By: *Douglas M. Todd*
Douglas M. Todd, Manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

On August 20, 2019 before me, MARK HENDRY a Notary Public, personally appeared DOUGLAS M. TODD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*

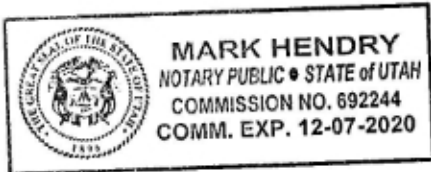


EXHIBIT A

ALL OF LOT 3, ANTELOPE BUSINESS PARK COMMERCIAL SUBDIVISION AMENDING LOT 1B
NINIGRET NORTH 1, 2ND AMENDED, SYRACUSE CITY, DAVIS COUNTY, UTAH

EXHIBIT B

ALL OF LOT 2, ANTELOPE BUSINESS PARK COMMERCIAL SUBDIVISION AMENDING LOT 1B
NINIGRET NORTH 1, 2ND AMENDED, SYRACUSE CITY, DAVIS COUNTY, UTAH

EXHIBIT C

AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

THE EAST 20 FEET OF LOT 3, ANTELOPE BUSINESS PARK COMMERCIAL SUBDIVISION AMENDING
LOT 1B NINIGRET NORTH 1, 2ND AMENDED, SYRACUSE CITY, DAVIS COUNTY, UTAH