



ENT 108039:2022 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Oct 07 11:28 am FEE 0.00 BY TM
RECORDED FOR PLEASANT GROVE CITY CORPORA

Recording Requested By
And When Recorded, Return To:

Buchalter
111 South Main Street, Suite 600
Salt Lake City, Utah 84111
Attn: Keven M. Rowe

GRANT OF NON-EXCLUSIVE ACCESS EASEMENT, MAINTENANCE AND IMPROVEMENT AGREEMENT

This GRANT OF NON-EXCLUSIVE ACCESS EASEMENT, MAINTENANCE AND IMPROVEMENT AGREEMENT (“Agreement”) is entered into as of the 13th day of September, 2022, by and between PLEASANT GROVE TITLE HOLDER, I, LLC, a Utah limited liability company (“PGTH”), and CITY OF PLEASANT GROVE, UTAH, a municipal corporation under the laws of the State of Utah (the “City”).

RECITALS

A. PGTH is the owner of certain development property located in Utah County, Utah, more particularly described in **Exhibit A** attached hereto (the “PGTH Property”).

B. PGTH has dedicated certain property adjacent to the PGTH Property to the City for purposes of construction of roadways and related improvements, including sidewalks (the “**Roadway Improvements**”), which will benefit the PGTH Property as depicted on **Exhibit B** attached hereto (the “**City Right of Way Dedicated Property**”).

C. The City Right of Way Dedicated Property is not sufficient in size to complete the Roadway Improvements and as a result, PGTH has agreed to provide the City a non-exclusive easement over and across the easement area located on the PGTH Property and depicted on **Exhibit C** attached hereto (the “**Easement Area**”) to construct, maintain and access for the benefit of the City sidewalks and related improvements comprising a portion of the Roadway Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of \$10, the mutual promises and obligations herein, and other consideration received, the parties agree as follows:

ARTICLE I
GRANT OF EASEMENT

Section 1.1 Grant of Access and Construction Easement. PGTH hereby grants and conveys to the City, its successors and assigns, a perpetual non-exclusive right-of-way and easement (the “Easement”) on, over and under the Easement Area for pedestrian ingress and egress over and across the Easement Area, and for constructing a sidewalk according to the City standards, which grant shall be subject to all covenants, conditions, easements, rights-of-way, reservations and restrictions now of record. The rights created hereunder shall not constitute a public dedication of the Easement Area. PGTH hereby reserves for its own benefit the right to construct improvements benefitting and providing access to the PGTH Property, including without limitation right-in and right-out curb cuts and associated improvements, in each event in compliance with City approvals and regulations and at PGTH’s sole expense.

ARTICLE II
ROAD CONSTRUCTION AND MAINTENANCE

Section 2.1 Roadway Improvements Construction. The Roadway Improvements shall be constructed in accordance with City standards. Construction activities of the City shall be performed by, or under the direction of, licensed professionals and according to any terms and conditions within this Agreement.

Section 2.2 Agreement to Maintain. During the pendency of Roadway Improvements construction, the City shall maintain the Easement Area in as good a condition as is reasonable considering the ongoing construction, including without limitation, removing all trash, unnecessary equipment, and ensuring that no hazardous materials or objects are left unstowed. Upon completion of the Roadway Improvements, the PGTH shall be solely responsible for and shall maintain the sidewalk behind the back of curb in good condition consistent with the applicable City ordinances governing sidewalk maintenance.

ARTICLE III
MISCELLANEOUS

Section 3.1 Costs. The costs for the construction, installation and maintenance of the Roadway Improvements shall be governed by the terms and conditions of that certain Development Agreement for East 15 Commerce Park, dated July 26, 2021, and recorded on September 20, 2021 in the Official Records of Utah, County, Utah, as Instrument No. 16239012021, as amended.

Section 3.2 Indemnification: The City will indemnify, defend and hold PGTH harmless from and against all claims for personal injury, death or property damage arising out of the use of the Easement Area, and the construction of the Roadway Improvements within the Easement Area.

Section 3.3 Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing. Notice shall be deemed to have been given: (a) three (3) business days after deposit with the United States Mail as Certified Mail, Return Receipt Requested and postage prepaid; or (b) one (1) business day after deposit with a nationally recognized overnight delivery service which provides delivery tracking, with payment made by the sending party; or (c) on the date of personal or courier delivery. Notices shall be addressed to PGTH and the City as follows (or to such other address which PGTH or the City may designate for itself from time to time hereafter by written notice to the other party):

If to PGTH: Pleasant Grove Title Holder I, LLC
 c/o Dakota Pacific Real Estate
 299 South Main Street, Suite 2450
 Salt Lake City, UT 84111
 Attention: Brian Dilley and Scott Swallow

With a copy to: Mitre Peak Company LLC
 Attention: Jason Head
 2252 S 400 E, Unit 516
 South Salt Lake, Utah 84115

If to the City: Pleasant Grove City
 Attention: Aaron Wilson
 City Engineer
 70 South 100 East
 Pleasant Grove, Utah 84062

With a copy to: Pleasant Grove City
 Attention: Christine M. Petersen
 City Attorney
 70 South 100 East
 Pleasant Grove, Utah 84062

Section 3.4 Attorneys' Fees. In any action to enforce the obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees (and its reasonable attorneys' fees on appeal).

Section 3.5 Rights of Successors. The restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. This Agreement shall be recorded in the office of the Utah County Recorder

Section 3.6 Construction/Governing Law. The singular number includes the plural and the masculine gender includes the feminine and neuter. All exhibits and

schedules attached hereto, and the recitals set forth above are hereby incorporated into this Agreement. This Agreement shall be governed by the laws of the State of Utah.

Section 3.7 Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by the mutual written agreement of the PGTH and the City.

Section 3.8 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 3.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Agreement.

Section 3.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Pages Follows]

CITY SIGNATURE PAGE:



**CITY OF PLEASANT GROVE,
UTAH,**
a municipal corporation under the
laws of the State of Utah

By: W. Brent Bullock
Print Name: W Brent Bullock
Title: Mayor Pro Tem

Kathy J. Kresser
Attested by City Recorder

Christine M. Petersen
City Attorney
Approved as to Form

ACKNOWLEDGMENT OF CITY

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

The foregoing agreement was acknowledged before me this 28th day of September, 2022, by W. Brent Bullock, the Mayor Pro Tem of the City of Pleasant Grove, Utah, a municipal corporation under the laws of the State of Utah.

Kara Kresser
NOTARY PUBLIC
Residing at: Pleasant Grove UT

My Commission Expires:
09-03-24

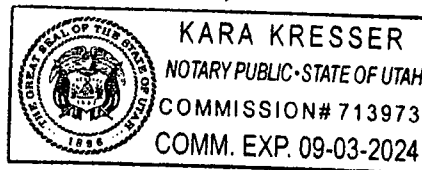


Exhibit A

Legal Description of PGTH Property

Lot 5 of Pen & Ink Subdivision – Plat B
Located in the Southeast quarter
Section 30, Township 5 South, Range 2 East,
Salt Lake Base and Meridian
Pleasant Grove City, Utah County, Utah

Exhibit A

Exhibit B

Depiction of City Right of Way Dedicated Property

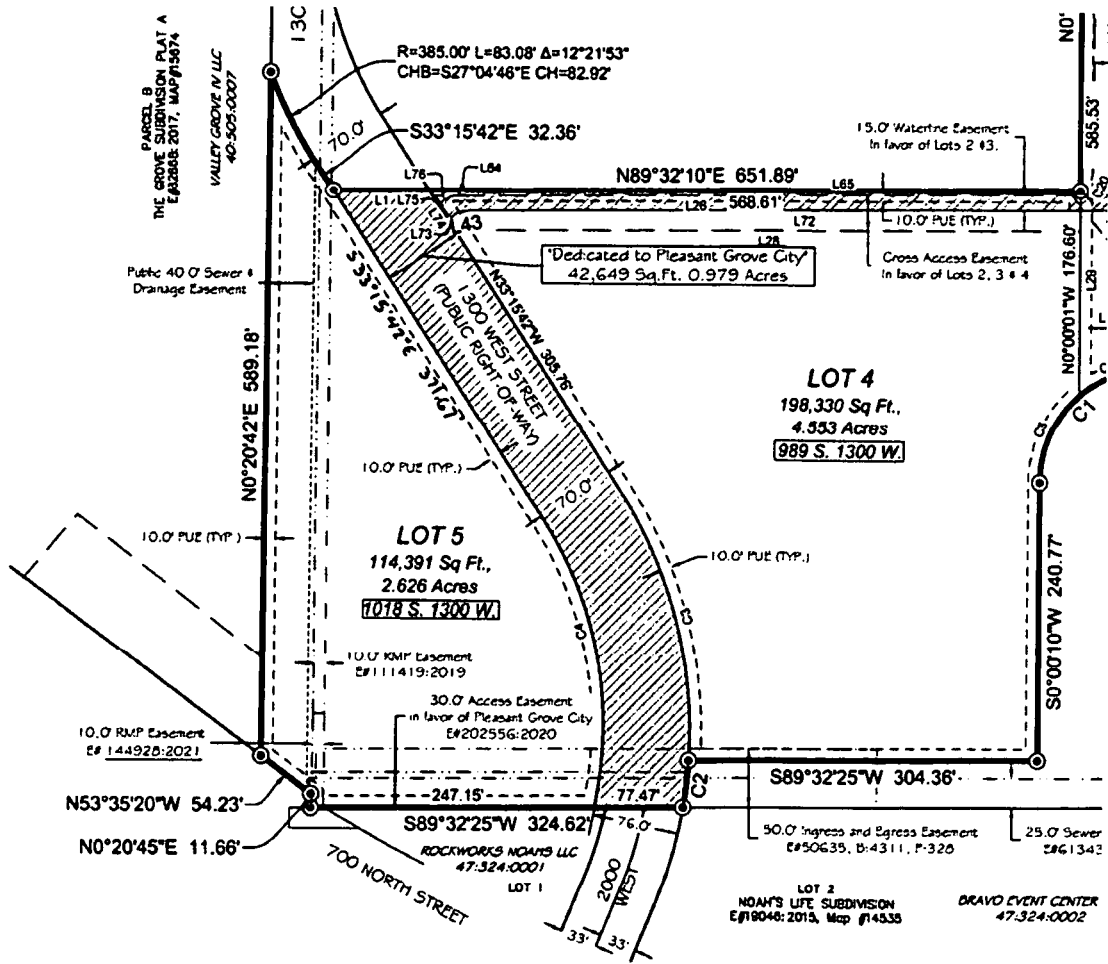


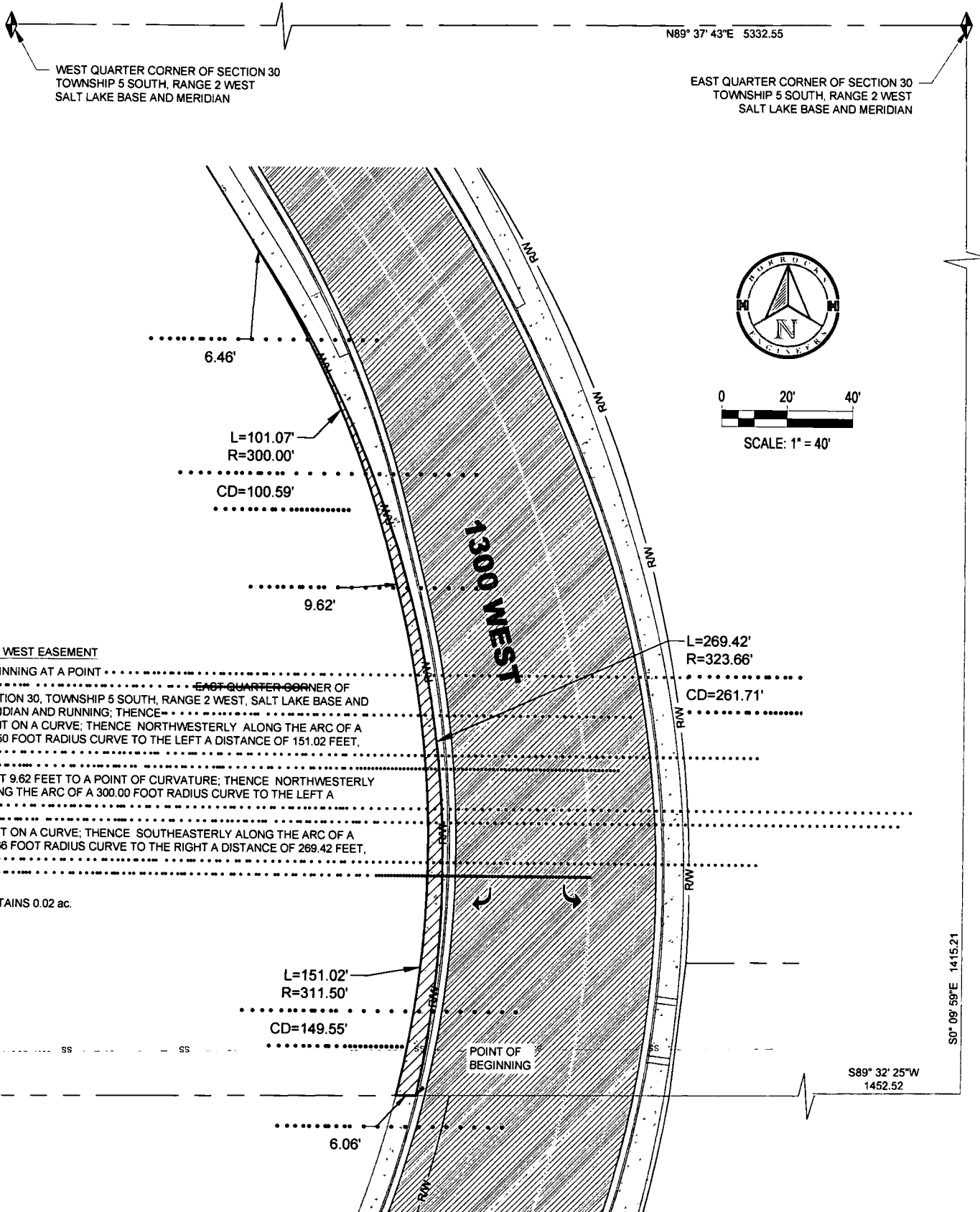
Exhibit B

Exhibit C

Depiction of Easement Area

(to be attached)

Exhibit C



2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

1300 WEST STREET EASEMENT

PLEASANT GROVE, UT