

After Recording, Return To:

Utah Real Estate Ventures, LLC.  
Attn. Jason Harris  
12896 S. Pony Express Road, Suite 400  
Draper, UT 84020

APN: 59:034:0131

## ACCESS AND UTILITIES EASEMENT AGREEMENT

(Subject to Relocation and/or Termination)

This Access and Utilities Easement Agreement (Subject to Relocation and/or Termination) (this "Agreement") is entered into this November 26, 2019, by and between Brylee Estates Land Holdings, LLC, a Utah limited liability company ("Grantor"), and Utah Real Estate Ventures, LLC, a Utah limited liability company ("Grantee"), with respect to the following.

### RECITALS

A. Grantor is the owner of certain real property located in Utah County, Utah, as more particularly described in Exhibit "A" attached hereto ("Grantor's Property").

B. Grantee is the owner of certain real property located in Utah County, Utah, as more particularly described in Exhibit "B" attached hereto (the "Grantee's Property"), which real property is located to the south and west of Grantor's Property.

C. The parties desire to enter into this Agreement, for the purposes of establishing easements to provide a right of way for ingress and egress to Grantee over portions of Grantor's Property, and easements for the construction, location, repair and maintenance of an access road on, and over portions of Grantor's Property, for the use and benefit of Grantee's Property.

### TERMS AND CONDITIONS

1. Establishment of Grantee's Easements. For the sum of Ten Dollars (\$10.00), and in consideration of the covenants and agreements stated herein, Grantor hereby conveys and grants to Grantee, its heirs, successors, and assigns, the following non-exclusive easements and rights of way (collectively, the "Grantee Easements"), for the use and benefit of the Grantee's Property:

A. For Access. A non-exclusive easement and right of way over and across the property described in Exhibit "C" attached hereto, for ingress and egress to and from the Grantee's Property. (the "Access Easements").

B. For Utilities. A non-exclusive easement for the installation and maintenance of underground utilities over and across the property described in Exhibit "C" attached hereto (the "Utilities Easements").

2. Uses.

A. Access Easements. The Access Easements may be used by Grantee for the construction, location, repair and maintenance of roads and streets for ingress and egress to and from the Grantee's Property. Grantee may not use the Access Easements for any purpose not specified herein and that adversely impacts Grantor's intended use of the Grantor's Property as a residential subdivision.

C. Construction. Prior to installing any roads or other improvements, in the Access Easements or Utilities Easements: (1) Grantee shall provide to Grantor plans, drawings and specifications detailing the proposed work and any remediation or restoration work; (2) upon receipt of such plans, drawings and specifications, Grantor shall have thirty (30) days to approve or reject the same; provided; however, that Grantor's approval shall not be unreasonably withheld and if Grantor does not respond within such 30-day period, the applicable plans, drawings and specifications shall be deemed approved; and (3) Grantee shall obtain all necessary governmental permits and authorizations for the proposed work. Any installation of roads, streets, and/or utilities shall be done at the sole expense of Grantee. Any such improvements shall be made in accordance with all applicable municipal regulations for residential development.

D. Temporary Easements for Construction or Repair. Grantee or its agents shall also have the right to temporarily occupy and use property adjacent to the Grantee Easements for construction and related purposes; provided, that Grantee shall immediately remediate and restore any damage to said adjacent property and shall not interfere with Grantor's operations, marketing or development of the Property. Any such temporary occupancy and use shall be subject to the prior approval of Grantor, provided however, that Grantor's approval shall not be unreasonably withheld.

E. Timely Construction of Improvements. Upon Grantee commencing construction of any improvements on the Grantee Easements, Grantee shall promptly complete the construction of such improvements and shall not delay construction in any manner that would unreasonably interfere with the development of Grantor's Property.

3. Grantee Easement Perpetual; Transferability. Subject to the provisions of Paragraphs 4 and 5 hereof, the Grantee Easements granted herein shall be perpetual. The Grantee Easements shall run with the land and shall be transferable to purchasers of portions of the Grantee's Property, subject to the limitations contained herein.

4. Relocation of Grantee Easements. Grantor agrees that any subdivision plat recorded with respect to all or any portion of the Grantor's Property on which the Grantee Easements are located shall recognize and provide for the Grantee Easements. At the option of Grantor, in connection with and at the time of recording of a final subdivision plat, the Grantee Easements provided for in this Agreement may be relocated, in whole or in part, to a dedicated street or streets and/or to dedicated public utilities easements, or other portions of the Grantor's Property, so long as the Grantee Easements, as relocated, are comparable and provide to Grantee legal and practical access and necessary utilities to the Grantee's Property.

5. Termination Upon Dedication to Municipality. Provided that the purposes of the Grantee Easements are sufficiently met through dedicated easements as part of a recorded subdivision plat, then Grantee agrees that the Grantee Easements created by this Agreement shall terminate and Grantee shall cooperate with Grantor and promptly execute any additional documents necessary to terminate the same. At the request of the Grantee, Grantor agrees to join in and dedicate the Easements, or any portion thereof, to an appropriate municipal authority, provided that such dedication has been approved and accepted by such municipal authority.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain in good order and condition and repair any improvements installed by Grantee within the Grantee Easements.

7. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents. Any such liens shall be released of record within thirty (30) days.

8. Indemnity. Grantee, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless Grantor, and its successors and assigns, from and against any and all liability, claims, demands, and causes of action of whatever nature arising in connection with the Grantee's use of the Grantee Easements, including without limitation, the construction and maintenance of roads (or other improvements) or installation and maintenance of utilities thereon, except that this obligation shall not extend to claims based upon the gross negligence or intentional acts of Grantor, or its successors or assigns.

9. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. For the purposes of notice, the addresses of the signatories hereto, until changed, shall be as follows:

If to UREV:

Utah Real Estate Ventures, LLC.  
Attn. Jason Harris  
12896 S. Pony Express Road, Suite 400  
Draper, UT 84020

with a copy to:

Kirton McConkie  
Attn. Tyler Buswell

50 East South Temple  
Salt Lake City, UT 84087

If to Brylee Estates Land Holdings, LLC:  
Attn. Sam Drown

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13. Miscellaneous. Each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Grantor and Grantee, their successors and assigns, and any person acquiring or owning an interest in the Grantor's Property or the Grantee's Property, and their assigns, heirs, executors, administrators, devisees, and successors. Notwithstanding the foregoing, neither Grantor nor Grantee, nor their successors or assigns, shall have any personal obligations or duties hereunder on account of events occurring or obligations arising after such party transfers its interest, respectively, in the Grantor's or Grantee's Property.

14. No Public Use/Dedication. Except to the extent hereafter expressly dedicated to public use, Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

[Signatures and Acknowledgments on Following Pages]

[Grantor's signature page to Access and Utilities Easement Agreement]

**"GRANTEE"**

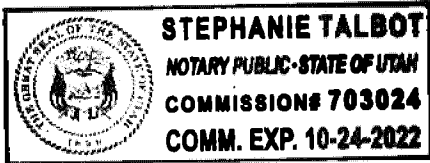
Utah Real Estate Ventures, LLC, a Utah limited liability company

By Jason Harris  
Name Jason Harris  
Its Assistant Secretary

STATE OF UTAH )  
 ):ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November 2019, by Jason Harris, the Assistant Secretary of Utah Real Estate Ventures, LLC, a Utah limited liability company.

Stephanie Talbot  
Notary Public



[Grantee's signature pages to Access and Utilities Easement Agreement]

**"GRANTOR"**

*Brylee Holdings LLC*

~~Brylee Estates Land Holdings, LLC~~, a Utah limited liability company

By *Samuel Drown*

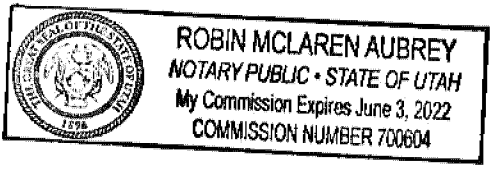
Sam Drown, Its *Manager* for  
*Brylee Estates Land Holdings, LLC*

STATE OF UTAH            )  
  ):ss.  
COUNTY OF *Utah*        )

The foregoing instrument was acknowledged before me this *26* day of *NOV.*, 2019, by *Samuel Drown*, the *manager* \* of Brylee Estates Land Holdings, LLC, a Utah limited liability company.

*Robin McLaren Aubrey*  
NOTARY PUBLIC

\* of Brylee Holdings LLC, the manager of



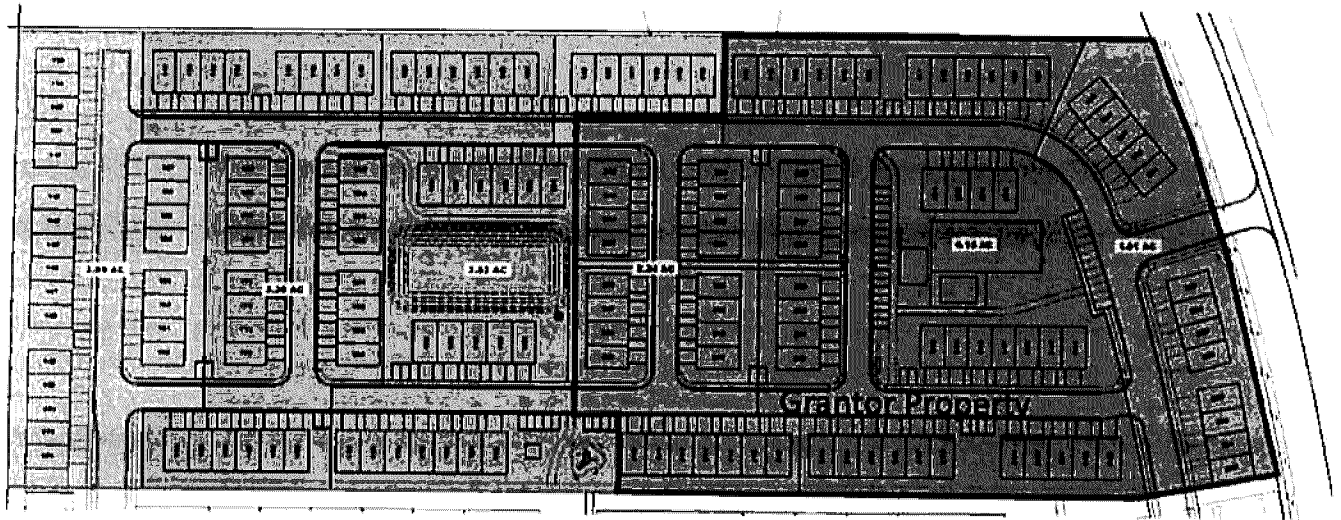
**EXHIBIT "A"**

**GRANTOR'S PROPERTY**

Real property located in Utah County, Utah, and described as follows:

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows: Beginning at a point located N0°51'28"E along the Quarter Section Line 982.74 feet and East 655.56 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence North 86.00 feet; thence West 47.61 feet; thence North 328.00 feet; thence East 159.03 feet; thence North 86.00 feet; thence East 462.48 feet to the west line of Eagle Mountain Boulevard; thence southeasterly along the arc of a 2437.50 foot radius non-tangent curve to the right (radius bears: S67°38'00"W) 492.97 feet through a central angle of 11°35'16" (chord: S16°34'22"E 492.13 feet); thence S79°41'28"W 158.22 feet; thence West 558.60 feet to the point of beginning.

Contains: ±7.62 Acres



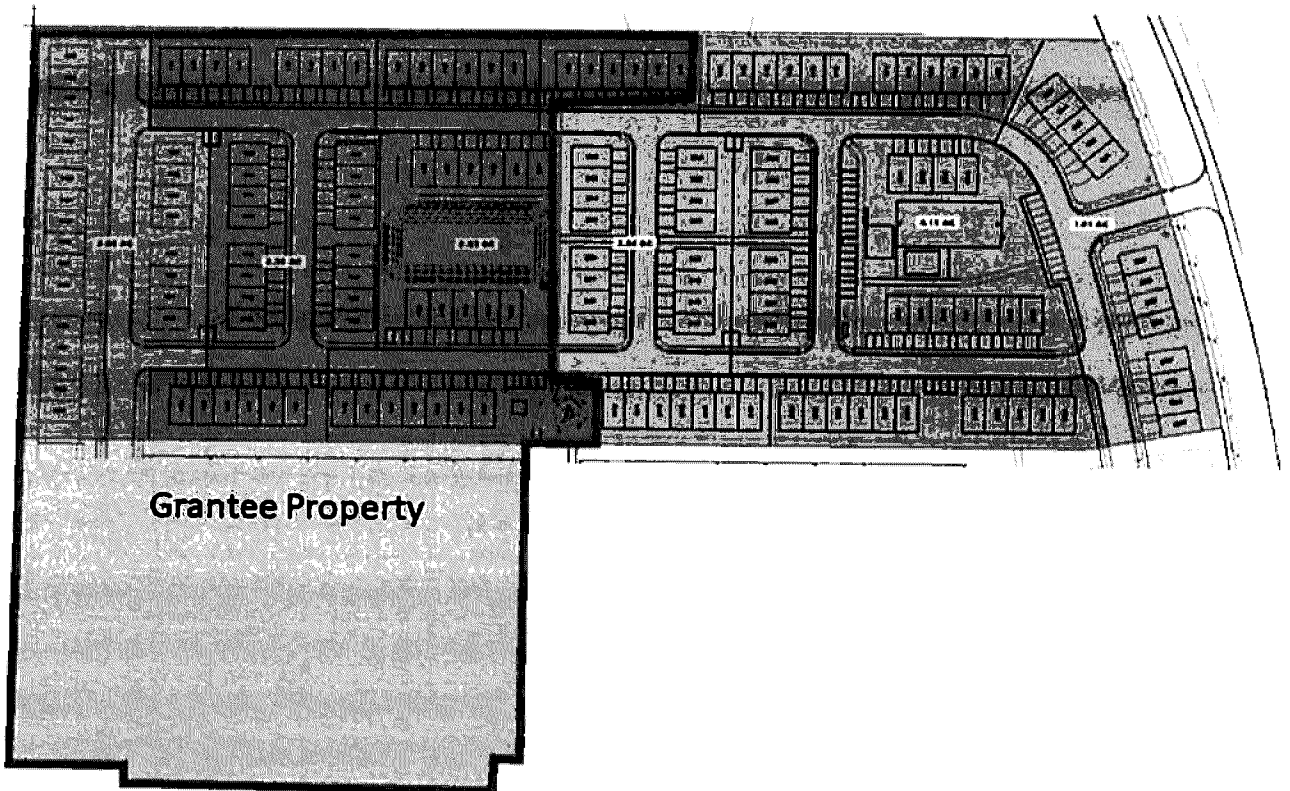
**EXHIBIT "B"**

**GRANTEE'S PROPERTY**

Real property located in Utah County, Utah, and described as follows:

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located  $N0^{\circ}51'28''E$  along the Quarter Section Line 544.02 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence  $N0^{\circ}51'28''E$  along the Quarter Section Line 438.71 feet; thence East 634.47 feet; thence South 423.22 feet; thence  $N89^{\circ}34'16''W$  34.39 feet; thence  $S0^{\circ}25'44''W$  42.80 feet; thence West 34.71 feet; thence  $N89^{\circ}08'32''W$  85.00 feet; thence  $S88^{\circ}21'59''W$  53.05 feet; thence West 295.03 feet; thence  $N0^{\circ}51'28''E$  25.26 feet; thence  $N89^{\circ}08'32''W$  138.96 feet to the point of beginning.





**EXHIBIT "C"**

**ACCESS EASEMENT  
UTILITIES EASEMENT**

Land located in Utah County, Utah, and more particularly described as follows:

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°51'28"E along the Quarter Section Line 982.74 feet and East 90.97 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence N0°51'28"E 116.01 feet; thence East 1084.47 feet; thence along the arc of a 110.00 foot radius curve to the left 21.03 feet through a central angle of 10°57'20" (chord: N84°31'20"E 21.00 feet); thence along the arc of a 15.00 foot radius curve to the left 24.40 feet through a central angle of 93°12'35" (chord: N32°26'23"E 21.80 feet); thence along the arc of a 2304.50 foot radius curve to the left 128.18 feet through a central angle of 3°11'13" (chord: N15°45'31"W 128.16 feet); thence N21°40'15"W 17.16 feet; thence N72°36'48"E 134.23 feet to the west line of Eagle Mountain Boulevard; thence southeasterly along the arc of a 2437.50 foot radius non-tangent curve to the right (radius bears: S72°14'38"W) 33.00 feet through a central angle of 0°46'33" (chord: S17°22'06"E 33.00 feet); thence S72°36'48"W 75.32 feet; thence along the arc of a 25.00 foot radius curve to the left 38.82 feet through a central angle of 88°58'28" (chord: S28°07'34"W 35.04 feet); thence along the arc of a 2337.50 foot radius curve to the right 135.27 feet through a central angle of 3°18'56" (chord: S14°42'13"E 135.25 feet); thence S76°31'37"W 43.93 feet; thence along the arc of a 140.00 foot radius curve to the right 32.92 feet through a central angle of 13°28'23" (chord: S83°15'49"W 32.84 feet); thence West 1032.14 feet; thence along the arc of a 15.00 foot radius curve to the left 23.34 feet through a central angle of 89°08'32" (chord: S45°25'44"W 21.05 feet); thence S0°51'28"W 71.23 feet; thence West 38.00 feet to the point of beginning.

Contains: ±1.08 Acres

The "Grantee Easements" are also depicted in the following map:

