

12589391
8/3/2017 10:33:00 AM \$24.00
Book - 10584 Pg - 8391-8398
JULIE DOLE
Recorder, Salt Lake County, UT
VANGUARD TITLE- UNION PARK
BY: eCASH, DEPUTY - EF 8 P.

When recorded return to:
Draper Land Development Company, LLC
11693 South 700 East, Ste. 100
Draper, Utah 84020

Affects Parcels: 28-20-352-046
28-20-352-048

EMERGENCY ACCESS EASEMENT AGREEMENT

This Emergency Access Easement Agreement ("Agreement") is made and entered into as of this ____ day of July, 2017, by and between Pinnacle Point Offices I, LLC and Pinnacle Point Offices II, LLC ("Grantors") and Draper Land Development Company, LLC and The Christensen Law Firm, PLLC (collectively hereinafter referred to as "Grantees").

RECITALS:

A. WHEREAS, Grantees are the owners of a combined neighboring and contiguous commercial parcel (consisting of Phase I and Phase II office buildings) located at or about 11693 S. 700 E. in Draper, Utah on approximately 1.1 acres and where Grantees are about to begin construction of an additional Phase II professional office building as illustrated in Exhibit A attached hereto;

B. WHEREAS, Grantors own adjoining property with parking and ingress and egress as approved previously by Draper City and which is intended to connect to Grantees' adjoining and contiguous property and buildings as needed to ensure emergency access and public safety;

C. WHEREAS, Draper City has directed in the course of its review and approval of the site owned, developed and controlled by Grantees that a new and additional emergency access easement shall be established for the mutual benefit and connectivity of the subject parcels and to ensure emergency fire and other public safety services in favor of the parties as provided herein;

D. WHEREAS, Grantors have agreed and do hereby create and grant the subject emergency access easement and connection in favor of the parties;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF FIRE PROTECTION AND EMERGENCY ACCESS EASEMENT.
Grantors hereby grant to Grantees an emergency access easement for Fire Department response and protection and other public safety providers in the event of an emergency and as may be reasonably necessary in such limited instances. This includes connection, ingress and egress over and across the property described more specifically in Exhibit A-1, which is attached hereto and incorporated herein by this reference. Grantees shall maintain and have the limited right to use the designated easement for the limited purpose described herein.

ACCOMMODATION
RECORDING

A. The parties reserve all respective individual rights of ownership in and to the easement areas, which are not inconsistent with the easement granted hereby.

B. Grantee, as directed by and with Draper City approval, shall install a locked security gate between the two properties and the Fire Department and Draper City for emergency service providers shall have access thereto to achieve the limited purpose of this Agreement.

2. **BINDING EFFECT.** The Agreement and all covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the parties and all current and future owners and tenants and affected parties involving the benefited and burdened parcels.

3. **DURATION OF THE EASEMENT.** The easement herein granted shall be perpetual and may be modified or canceled only upon the written consent of the Grantors and Grantees identified herein.

4. **MAINTENANCE.** Grantees shall be responsible for maintenance and repairs of the Easement granted hereby.

5. **MODIFICATION.** This Agreement shall not be modified unless expressly agreed to in writing by Grantors and Grantees.

6. **NOTICE.** All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified by appropriate advance notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

If to Grantors:

Pinnacle Point Offices I, LLC
Pinnacle Point Offices II, LLC
9980 300 #310
Draper, UT 84020

If to Grantees:

Draper Land Development Company, LLC and
The Christensen Law Firm, PLLC
11693 South 700 East, Ste. 100
Draper, UT 84020

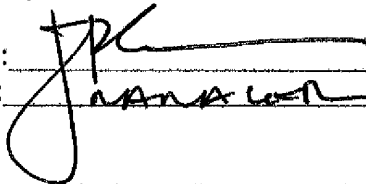
10. **ATTORNEY'S FEES.** If either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder, the prevailing party shall be entitled to recover its attorney's fees and related costs from the non-prevailing party.

11. COUNTERPARTS. This Agreement may be executed in separate counterparts, each signature page of which shall be an original copy, all of which together, when attached to the body hereof, shall constitute one instrument, binding upon all parties hereto, notwithstanding that all of the parties shall not have signed the same counterparts.

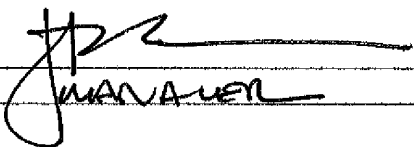
IN WITNESS WHEREOF, the undersigned Grantors and Grantees have executed this Agreement as of the day and year first above written.

“Grantors”

Pinnacle Point Offices I, LLC
9980 South 300 West #310
Sandy, UT 84070

By: 
Its: Joanna

Pinnacle Point Offices II, LLC
9980 South 300 West #310
Sandy, UT 84070

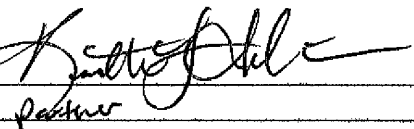
By: 
Its: Joanna

“Grantees”

Draper Land Development Company, LLC
11693 South 700 East, Ste. 150
Draper, UT 84020

By: 
Its: President / mgr

The Christensen Law Firm, PLLC
11693 South 700 East, Ste. 100
Draper, UT 84020

By: 
Its: Partner

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

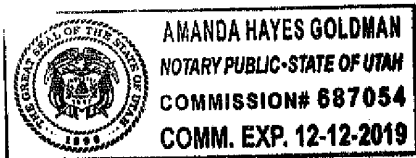
On this 13 day of July, 2017, personally appeared before me
James Blair Jenkins, of Pinnacle Point Offices I, LLC, being by me
first duly sworn, did say that he/she executed the within instrument.



Amanda Hayes Goldman
Notary Public

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

On this 13 day of July, 2017, personally appeared before me
James Blair Jenkins, of Pinnacle Point Offices II, LLC, being by
me first duly sworn, did say that he/she executed the within instrument.



Amanda Hayes Goldman
Notary Public

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

On this 17th day of July, 2017, personally appeared before me
Lavar Christensen, of Draper Land Development Company,
LLC, being by me first duly sworn, did say that he executed the within instrument.



Kathy Martella
Notary Public

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

On this 17th day of July, 2017, personally appeared before me
Kenneth L. Christensen, of The Christensen Law Firm, PLLC, being
by me first duly sworn, did say that he executed the within instrument.



Kathy Martella
Notary Public

EXHIBIT A

EXHIBIT CROSS ACCESS EASEMENT

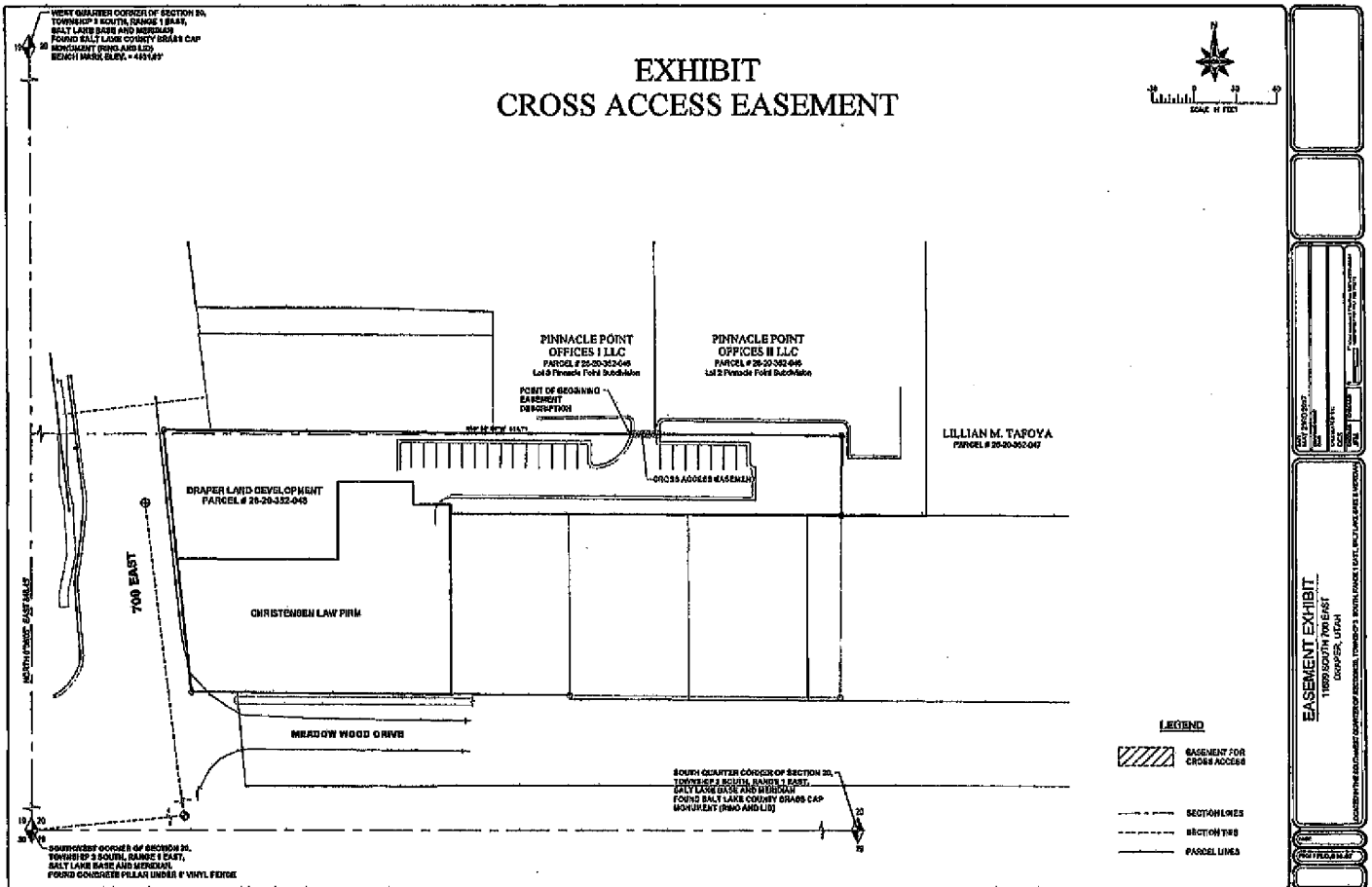


EXHIBIT A-1

A CROSS ACCESS EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE CITY OF DRAPER, SALT LAKE COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 0°06'05" EAST 846.45 FEET ALONG THE QUARTER SECTION LINE AND EAST 614.71 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 20, AND RUNNING THENCE SOUTH 89°30'00" EAST 21.54 FEET; FEET TO THE POINT OF ENDING.

