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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

Upon Recording Return to:
Gardner NW Quadrant, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
FATCO NCS 924983 .au

GRANT OF ACCESS EASEMENT

This Grant of Access Easement (this "**Easement Agreement**") is executed as of the 4th day of ~~January~~ ^{March}, 2019, by **RIVERBEND HOLDINGS UTAH, LLC**, a Utah limited liability company (the "**Riverbend**") and **GARDNER NW QUADRANT, L.C.**, a Utah limited liability company ("**Gardner**").

WHEREAS, Riverbend owns a certain parcel of real property located in Salt Lake County, Utah, as more particularly described in Exhibit "A" attached hereto and made a part hereof ("**Parcel 1**").

WHEREAS, Gardner owns a certain adjacent parcel of real property located in Salt Lake County, Utah as more particularly described in Exhibit "B" attached hereto and made a part hereof ("**Parcel 2**"). Parcel 1 and Parcel 2 are each a "**Parcel**" and collectively the "**Parcels**;" and

WHEREAS, Riverbend desires to enter into this Easement Agreement for the purpose of granting a non-exclusive easement on and over those areas on Parcel 1 depicted on Exhibit "C" attached hereto ("**Access Areas**") for the benefit of Parcel 2 for vehicular and pedestrian ingress and egress between Parcel 2 and the public roadways to which Parcel 1 has access (individually and collectively, as the context may require, the "**Public Thoroughfares**").

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Easement Agreement, the Riverbend and Gardner hereby agree as follows:

1. Grant of Rights-of-Way and Easements in Access Area; Limitations.

(a) Subject to the limitations set forth in this Easement Agreement, Riverbend hereby grants and conveys to the Gardner for the benefit of Parcel 2 a non-exclusive perpetual right-of-way and easement for (A) construction maintenance and repair of a roadway and (B) vehicular and pedestrian ingress and egress, in each case, on, over and across the Access Areas on Parcel 1 and between Parcel 2 and the Public Thoroughfares by Gardner and its tenants, subtenants, licensees, invitees or other permitted users of Parcel 2. Such rights-of-way and easements shall each (i) be appurtenant to and benefit Parcel 2, (ii) bind and burden the Access Areas on Parcel 1 and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under Parcel 1, in any portion of the Access Areas, and (iii) constitute a covenant running with the land.

(b) Exclusive use of the Access Areas is not hereby granted, and the right of way and easement for ingress and egress in common with Parcel 1 is hereby expressly reserved. Riverbend shall have the right to make any use of the Access Area so long as, except as

otherwise specified herein, any such use does not unreasonably interfere with the rights and easements for use and related ingress and egress which is herein granted to Parcel 2.

(c) The rights-of-way and easements described in this Section 1 above, so long as the following do not unreasonably interfere with the right and easement for use and related ingress and egress which is herein granted to the Parcel 2, shall be subject to and limited as follows:

(i) They shall not be exercised in any manner which substantially interferes with the purposes for which the Access Areas are to be used as provided herein; and

(ii) The right of Riverbend, in its sole discretion (subject, however, to this subsection 1(c)), to grant permits, licenses and easements over, across, through and under the Access Areas to any governmental or quasi-governmental authority, to any public or private utility company, or to any other party, for the purpose of installing, maintaining or providing utilities and related facilities, utilities or roads or for such other purposes reasonably necessary or appropriate, in Riverbend's sole discretion, for the use construction, development, maintenance or operation of Parcel 1.

(d) Gardner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Access Areas or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Gardner or any one claiming by, through or under Gardner. If such a lien is filed, within ten (10) business days after the date of the filing or recording of any such lien, Gardner shall cause the same to be paid and discharged of record.

(e) Riverbend may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Access Areas for access, provided that, in any such event, Riverbend shall first notify Gardner in writing and shall, to the extent possible, provide for alternate access to the Parcel 2 during such period of closure.

(f) The grant and conveyance of the rights to the Parcel 2 set forth in this Section 1 are made on an "AS-IS" basis and Riverbend has not made and hereby expressly disclaim any statements or representations, express or implied, made by Riverbend or its agents or brokers, as to the condition of or characteristics of the Access Areas, its fitness for use for any particular purpose, or the Access Areas' compliance with any zoning or other rules, regulations, laws or statutes applicable to the Access Areas, or the uses permitted on or the development requirements for or any other matters relating to the Access Areas.

2. Failure to Perform; Remedies. In the event that Gardner fails to perform when due any act or obligation required by this Easement Agreement to be performed by Gardner, Riverbend, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin Gardner from such breach or threatened breach and/or for the specific performance of Gardner's obligations under this Easement Agreement. In the event Riverbend fails to perform when due any act or obligation required by this Easement Agreement to be performed by Riverbend, Gardner, in addition to and not in lieu of any other

remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin Riverbend from such breach or threatened breach and/or for the specific performance of Riverbend's obligations under this Easement Agreement. Notwithstanding any other provision of this Easement Agreement, the rights granted to the Parcel 2 under this Easement Agreement shall not be terminated or suspended in the event Gardner is in default of its obligations hereunder.

3. Limitation on Authority.

(a) Riverbend is not to be deemed or construed as the agent or joint venturer of Gardner in any respect, all other provisions of this Easement Agreement notwithstanding. Riverbend has not and do not hereby assume or agree to assume any liability whatsoever of Gardner and Riverbend does not assume or agree to assume any obligation of any Parcel 2 Owner under any contract, agreement, indenture, or any other document to which Gardner may be a party or by which Gardner is or may be bound, or which in any manner affects the Parcel 2 or any part thereof, except as expressly provided in this Easement Agreement.

(b) Gardner is not to be deemed or construed as the agent or joint venturer of Riverbend in any respect, all other provisions of this Easement Agreement notwithstanding. Gardner has not and do not hereby assume or agree to assume any liability whatsoever of Riverbend and Gardner does not assume or agree to assume any obligation of any Parcel 1 Owner under any contract, agreement, indenture, or any other document to which Riverbend may be a party or by which Riverbend is or may be bound, or which in any manner affects the Parcel 1 or any part thereof, except as expressly provided in this Easement Agreement.

4. Notices. All communications, consents, and other notices provided for in this Easement Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid at the address of the Parcels (or if no such address exists) at the corporate office of the applicable owner.

5. Miscellaneous Provisions.

(a) This Easement Agreement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement Agreement, however, the paragraph headings and titles are not part of this Easement Agreement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by either party hereto of a breach of any term or condition of this Easement Agreement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Easement Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, which supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Easement Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this

Easement Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver. No amendment to this Easement Agreement shall in any way affect the rights of a holder (a "**Mortgagee**") of a mortgage, deed of trust or other security agreement (a "**Mortgage**") creating a lien on an owner's interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(d) This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Easement Agreement shall be and hereby are incorporated in and an integral part of this Easement Agreement by this reference.

(e) This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Parcel 1 and the Parcel 2 shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with each of the Parcel 1 and the Parcel 2 and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Parcel 1, or any part thereof, by, through or under Riverbend, or (ii) the Parcel 2, or any part thereof, by, through or under Riverbend, as the case may be.

(f) In the event that any provision of this Easement Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement Agreement.

(g) Nothing contained herein will be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(h) For purposes of this Easement Agreement, "*force majeure*" shall mean any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault of the party delayed (financial inability excepted), in which case performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

(i) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Easement Agreement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the enforcement of or the termination of this Easement Agreement.

(j) On the earlier to occur of (i) the date Parcel 2 has access legal access to Mountain View Corridor; or (ii) the Owner of Parcel 2 or its affiliate, acquires property adjacent to Parcel 2 which has legal access to a Public Thoroughfare and such access can be extended to Parcel 2, this Easement Agreement will automatically terminate. The owner of Parcel 2 agrees to execute such documents as may be necessary to terminate this Easement Agreement of record upon a termination under this clause subsection (j).

[signatures and acknowledgments on following page]

EXHIBIT "A"

(Legal Description of Parcel 1)

PARCEL 1:

ALL OF ALPHA PARCEL "A" AS SHOWN ON "COPPER CROSSING PLAT 2", AS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED JANUARY 14, 2019 IN BOOK 2019P AT PAGE 15 IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

AND

GOVERNMENT LOT 4, SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND LOCATED IN LOT 4 OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 4 OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTH LINE OF THE SALT LAKE GARFIELD & WESTERN RAILWAY RIGHT-OF-WAY, SAID POINT BEING SOUTH 89°57'48" WEST 1,320.11 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE NORTHEAST CORNER OF SAID LOT 4 AND ALONG SAID EAST LINE SOUTH 00°00'19" WEST 66.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 2, AND THENCE CONTINUING ALONG SAID LINE SOUTH 00°00'19" WEST 1,258.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4 NORTH 89°57'20" WEST 287.82 FEET TO THE EAST LINE OF THE PROPOSED MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID LINE THE FOLLOWING THREE COURSES: 1) NORTH 00°24'46" WEST 118.95 FEET, 2) NORTH 04°16'19" EAST 579.36 FEET TO A POINT ON THE ARC OF A 1,218.20 FOOT NONTANGENT CURVE TO THE RIGHT AND 3) NORTHERLY 582.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°23'48" AND A LONG CHORD OF NORTH 13°19'27" EAST 576.96 FEET TO SAID SOUTH LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 89°57'48" EAST 112.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(Legal Description of Parcel 2)

A PARCEL OF LAND LOCATED IN LOT 4 OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 4 OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND THE SOUTH LINE OF THE SALT LAKE GARFIELD & WESTERN RAILWAY RIGHT-OF-WAY, SAID POINT BEING SOUTH 89°57'48" WEST 1,320.11 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE NORTHEAST CORNER OF SAID LOT 4 AND ALONG SAID EAST LINE SOUTH 00°00'19" WEST 66.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 2, AND THENCE CONTINUING ALONG SAID LINE SOUTH 00°00'19" WEST 1,258.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4 NORTH 89°57'20" WEST 287.82 FEET TO THE EAST LINE OF THE PROPOSED MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID LINE THE FOLLOWING THREE COURSES: 1) NORTH 00°24'46" WEST 118.95 FEET, 2) NORTH 04°16'19" EAST 579.36 FEET TO A POINT ON THE ARC OF A 1,218.20 FOOT NONTANGENT CURVE TO THE RIGHT AND 3) NORTHERLY 582.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°23'48" AND A LONG CHORD OF NORTH 13°19'27" EAST 576.96 FEET TO SAID SOUTH LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 89°57'48" EAST 112.67 FEET TO THE POINT OF BEGINNING..

