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ENT 208135:2020 PG 1 of 10
Jeffery Smith
Utah County Recorder
2020 Dec 28 04:38 PM FEE 40.00 BY IP
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ACCESS AND EASEMENT AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into this 16th day of December 2020 (the "Effective Date") by and between Belle Street Investments, LLC, a Utah limited liability company, ("Grantor"), and Scarlet Ridge Partners LLC ("Grantee").

A. Grantor is the owner of that certain land parcel located in Eagle Mountain City, Utah County, Utah, (the "City"), further identified as Tax Parcel 59-018-0013, hereinafter referred to as "Belle Street Parcel" and better described in Exhibit A attached.

B. Grantor has been granted an improvement easement ("Flagship Easement") on that certain neighboring land parcel in the City, further identified as Tax Parcel 59-018-0044, hereinafter referred to as "Flagship Parcel") and better described in Exhibit B attached.

C. Grantee is under contract (via assignment) to purchase from a third-party that certain land parcel located in the City, further identified as Tax Parcels 59-019-0004 and 59019-0005, hereinafter together referred to as "Darger Parcel" and better described in Exhibit C attached.

D. Belle Street Parcel lies between Flagship Parcel and Darger Parcel.

E. Upon completion of its purchase of the Darger Parcel, Grantee will require an easement to construct and install certain improvements, defined below, in conjunction with his development of the Darger Parcel.

E. Grantor is willing to grant to Grantee, contingent upon Grantee's purchase of the Darger Parcel, (i) access to Grantor's Flagship Easement; and (ii) a 60' road and utility easement over a portion of the Belle Street Parcel (herein "Easement Area") described as and drawn upon the parcel map attached hereto and incorporated herein as Exhibit D.

NOW THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Subject to Grantee's successful purchase of Darger Parcel and other conditions set forth below, Grantor hereby grants Grantee access to the following:

(a) Access to Flagship Easement. Grantor hereby grants Grantee access to the road and sewer line improvements detailed in Grantor's Flagship Easement, provided Flagship delivers land for the improvements as currently contemplated in the Flagship Easement. If the Flagship Easement is renegotiated to include other utilities, Grantor agrees to expand the scope of this Section 1(a) to include those additional utilities. If Flagship fails to perform its obligations under the Flagship Easement, or fails to do so in a timely manner, this Section 1(a) shall be null and void. Grantee shall share equally with Grantor in any and all expenses incurred to enforce the Flagship Easement including, but not limited to, legal fees and any costs or expenses resulting from a renegotiation of the Flagship Easement and any financial obligations arising thereunder.

In exchange for access to the Flagship Easement, Grantee shall pay one-half (1/2) of the construction costs, warranty costs, and bonding costs associated with the Flagship Easement. This grant of the Flagship Easement is subject to Flagship (i) designing the improvements related to the Flagship Easement; (ii) providing Grantor a legal description for the Flagship Easement; and (iii) dedicating property for the road and utility lines contemplated in the Flagship Easement to the City.

(b) Belle Street Easement. Grantor hereby grants Grantee access to the road and sewer line improvements ("Easement Improvements") over the Belle Street Parcel (the "Belle Street Easement" or this "Easement"). The alignment of the Belle Street Easement over the Belle Street Parcel will be a reasonably consistent continuation of the alignment of the Flagship Easement.

(i) Scope of Easement. Grantee and Grantor shall each pay one-half (1/2) of the cost of construction of up to 40' asphalt and sub base as required by Eagle Mountain City 3-6-9 road profile, mass grading and fine grading, 8-inch sewer main line and all trenching, bedding and backfill materials, warranty costs, inspection fees, compaction testing and bonding costs, gas main line, and electrical infrastructure (collectively "Costs") associated with the improvements contemplated by this Belle Street Easement. Notwithstanding anything to the contrary in this Agreement, if the scope of Easement Improvements as required by the City differ in any way from the scope of the Easement Improvements as defined herein, the City's scope of Easement Improvements shall govern this Agreement. Obligations for the payment of costs as created in this paragraph are limited to those improvements located on the Easement Area and any additional costs directly incurred by Grantee for improvements not located in the Easement Area, located on the Belle Street Parcel, shall be paid by Grantee. In conjunction with the grant of this Easement, Grantor shall (i) design the improvements related to this Easement ("Design Drawings"); (ii) provide Grantee a legal description for this Easement; and (iii) dedicate property for the road contemplated by this Easement to the City.

(ii) Requirement Develop. As a condition to Grantor granting this Easement, and if Grantee is the first party to commence construction of the Easement Improvements, Grantee agrees to and shall construct and install one-half (1/2) of the road plus and additional ten (10) feet of road plus corresponding curb, gutter, and sidewalk/trail. Grantor shall have sole and absolute authority to select a contractor to construct the Easement Improvements contemplated in this Section 1(b)(ii). Grantor shall reimburse Grantee for costs incurred in constructing the Easement Improvements contemplated in this Section except that Grantor shall not be obligated to reimburse Grantee's portion of the Costs of the Easement Improvements.

2. Temporary Construction Easement. Grantor does hereby further convey, grant and transfer to Grantee a 60' temporary construction easement (the "Construction Easement") to grade, excavate, contour and install the improvements contemplated in this Easement in accordance with Grantor's Design Drawings, with the Construction Easement overlapping the Easement Area but extending an additional 20' to the south of the Easement Area. Grantee shall give written notice to Grantor at least Thirty (30) days prior to the anticipated commencement date of the development, construction and installation of the Easement Improvements. Grantor shall also be present at any preconstruction meetings or similar with the City wherein Easement Improvements will be discussed. Grantee shall submit for approval by Grantor the name of Grantee's excavation

contractor and cost breakdown prior to commencing any work. If approval is granted, Grantee shall have Five (5) months from the date of approval to substantially complete the Easement Improvements. An extension of up to ninety (90) days may be granted, in the sole and absolute discretion of Grantor, for Grantee to complete the Easement Improvements if construction is impacted negatively due to weather, or other unforeseen circumstance. If Grantee fails complete construction of the Easement Improvements within five (5) months of the date of approval plus granted extensions, if any, Grantor shall have the right to take control of construction of the Easement Improvements and Grantee shall be obligated to pay to Grantor any costs associated with Grantee's failure to perform and complete construction of the Easement Improvements. The Construction Easement shall only be utilized at such times as construction or excavation associated with the Easement Improvements is required excepting, however, Grantee, its successors and assigns may access the Construction Easement for the maintenance, repair and replacement of the improvements.

3. Grantor's Reservation of Rights. Grantor shall have the right to use the Easement provided such use shall not unreasonably interfere with the rights granted hereunder. There shall be no unreasonable impairment, restriction or obstruction of the use and enjoyment of the Easement as provided herein, and no buildings, fences, walls, guardrails or other obstructions except paving shall be erected by Grantee or Grantor over, across, upon or through the Easement. Grantor shall not build or construct or permit to be built or constructed any building or other improvement except paving over or across the Easement nor change the contour thereof without the written authorization of Grantee. Any rights assigned directly or indirectly under this Section are contingent on Grantee being fully compliant with all its obligations set forth in this Easement.

4. Maintenance and Related Costs Regarding Easement and Easement Improvements. Until such time as Grantee assigns and conveys all of its right, title and interest hereunder to the City through a public road dedication, which Grantee shall complete no more than five (5) months after Grantee commences construction of the Easement Improvements, the Parties or assigns shall together be responsible for the installation of the Easement Improvements as such improvements shall serve both the Belle Street Parcel and the Darger Parcel. If Grantor is the first to commence construction of the Easement Improvements contemplated in Sections 1(a) or 1(b)- above, Grantee shall pay to Grantor Grantee's portion of the Costs set forth in 1(a) and 1(b) within 15 days after (1) Grantor's Preliminary Plat receives approval from Eagle Mountain City, and (2) written demand from Grantor. If Grantee is the first to commence construction of the Easement Improvements contemplated in Section 1(a) or 1(b) above, Grantor shall pay to Grantee Grantor's portion of the costs set forth in 1(a) and 1(b) within 15 days after (1) Grantor's Preliminary Plat receives approval from Eagle Mountain City, and (2) written demand from Grantee. Prior to commencing construction, Grantee shall submit to Grantor for approval the name of Grantee's proposed excavation contractor and a breakdown of improvement costs prior to finalizing any agreements with an excavation contractor. If Grantee fails to submit or gain approval and still commences construction, Grantee shall assume 100% of all costs including, but not limited to, costs of constructing the Easement Improvements and bonding costs and shall not be entitled to any reimbursement from Grantor. Grantee shall also be 100% liable for any and all warranty liability associated with the construction of the Easement Improvements. All subsequent maintenance, repair and replacement of the Easement

Improvements shall, until such time as all rights hereunder are assigned or conveyed to the City, be the responsibility of the Grantee, at Grantee's sole expense.

5. **Costs and Expenses.** In the event of a breach of any of the foregoing covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah.

6. **Indemnity and Insurance.**

(a) **Indemnity.** Grantee shall indemnify and hold harmless Grantor, its members, partners, directors, officers, agents, contractors and employees free from or against any and all liability, loss, damage, costs and expenses (including reasonable attorney's fees) for injury to persons, death, property damage, or for business losses incurred as a result of Grantee's failure to perform within the timeframes allotted herein, to the extent arising from the use of the Easements by Grantee except for any such liability, loss, damage, costs and expenses to the extent arising directly and solely from the acts of Grantor.

(b) **Insurance to be Maintained by Grantee.** Grantee shall, at Grantee's expense, obtain and keep in force during the term of this Agreement the following:

(c) A policy of comprehensive public liability insurance insuring Grantee and Grantor against any liability arising out of the use, occupancy or maintenance of the Easements and all areas appurtenant thereto. Such insurance shall be combined single limit liability and shall be in the amount of not less than One Million Dollars for injury or death in any one accident or occurrence and Two Million Dollars in the aggregate. The limit of any such insurance shall not, however, limit the liability of the Grantee hereunder. Grantee may provide this insurance under a blanket policy, provided the said insurance shall have a Grantor's protective liability endorsement attached thereto. A copy of the endorsement evidencing the coverage set forth herein shall be delivered to Grantor upon demand.

(d) A policy of all-risk property insurance covering the full replacement value of all Grantor's betterments and improvements located within the Easements.

(e) Workers compensation coverage for protection of Grantee's employees as required by law and employer liability insurance with a minimum limit of One Million Dollars per occurrence and any and all other labor insurance required by any constituted authority having legal jurisdiction over the area in which Grantee's work is to be performed.

7. **Public Dedication.** It is mutually agreed and understood that upon the completion of the Easement Improvements and the approval of those Easement Improvements by the City, the Easement Area and all of Grantee's rights, interest and title in and to the Easement Improvements will be conveyed and dedicated to the City, and the Parties will execute any document reasonably necessary to complete the conveyance and public dedication.

8. **No Relationship.** The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or any other similar relationship of each other in the conduct of their respective businesses or otherwise.

9. **Cooperation.** The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Easements by Grantee and Grantor.

10. **No Waiver.** Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns may be assigned in whole or in part by the Parties.

12. **Recitals.** The Recitals set forth above shall be binding upon the parties to this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts which together shall constitute the Agreement.

14. **Authority.** The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

15. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. **Applicable Law.** This Agreement shall be governed by, construed in accordance with and interpreted under the laws of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Access Agreement as of the date state above.

BELLE STREET INVESTEMENTS, LLC
(Grantor)

SCARLET RIDGE PARTNERS, LLC
JOSEPH L. DARGER (Grantee)

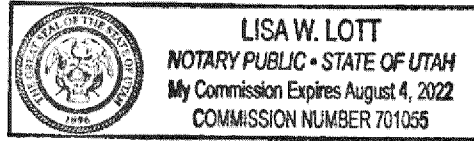
SW X: [Signature]
BY: Scott Hazard
ITS: Manager

X: [Signature]
Joseph L. Darger
ITS: MANAGER

State of Utah):
County of Utah):ss

On this 16th day of December 2020, before me LISA W. LOTT, a notary public, personally appeared Joseph L. Darger, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. **MANAGER OF SCARLET RIDGE PARTNERS LLC**

Witness my hand and official seal.



(Seal)
My Commission Expires:

[Signature]
(Notary Public Signature)

State of Utah):
County of Utah):ss

On this 16 day of December 2020, before me Amanda Ashby, a notary public, personally appeared Scott Hazard, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

(Seal)
My Commission Expires:

[Signature]
(Notary Public Signature)

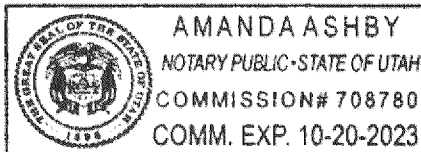
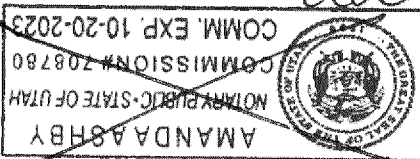


EXHIBIT "A"
Depiction of Properties

Land located in Utah County, State of Utah, more particularly described as follows: Beginning at the North quarter corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°56'03" East along the North line of said Section 19, a distance of 946.76 feet more or less, to the East line of the Lake Mountain Road, a public graveled roadway; thence along the East line of said Lake Mountain Road, South 1°59'17" West 828.69 feet; thence South 89°56'03" East 397.28 feet to the North-South 1/16th Section line (the East line of the West one-half of the East one-half of said Section 19); thence along said 1/16th line South 0°04'56" West 4509.60 feet, more or less to the South line of said Section 19; thence along the South line of said Section 19, North 89°47'09" West 638.33 feet, more or less, to the East line of said Lake Mountain Road; thence along the East line of said Lake Mountain Road North 3°26'42" East 58.09 feet; thence North 89°47'09" West 690.28 feet, thence North 89°48'33" West 315.30 feet to the East line of a 320 feet wide easement granted to Utah Power and Light Company, recorded as Entry No. 4842:1970 in the office of the Utah County Recorder, Provo, Utah; thence along the East line of said easement North 2°54' East 1279.16 feet; more or less to the North line of the Southeast quarter of the Southwest quarter of said Section 19; thence South 89°51'18" East along said line 254.49 feet to the North-South mid-section line (the center of section line); thence along said mid-section line North 0°10'45" East 4000.468 feet to the point of beginning. LESS AND EXCEPTING therefrom a 2.00 acre parcel described as follows: Beginning at a point South 89°56'03" East along the Section line 946.76 feet and South 1°59'17" West along the East line of the Lake Mountain Road, 2197.76 feet from the North quarter corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°52'59" East 387.68 feet; thence South 0°04'56" West 222.60 feet; thence North 89°52'59" West 395.02 feet; thence North 1°58'17" East along the East line of said Lake Mountain Road 222.717 feet to the point of beginning.

Tax Parcel No.: 59:019:0013

EXHIBIT "B"

Depiction of Properties

COM AT S 1/4 COR. SEC. 18, T6S, R1W, SLB&M.; S 89 DEG 56' 13" E 879.69 FT; N 3 DEG 7' 31" E 1089.4 FT; N 2 DEG 7' 48" E 1130.21 FT; N 87 DEG 43' 58" W 944.77 FT; S 0 DEG 56' 32" W 937.37 FT; E 698.02 FT; N 25 FT; E 50 FT; S 50 FT; W 50 FT; N 25 FT; W 698.02 FT; N 0 DEG 56' 32" E 937.37 FT; N 87 DEG 43' 58" W 219.07 FT; N 3 DEG 3' 20" E 419.66 FT; N 89 DEG 13' 44" W 5100.88 FT; S 0 DEG 27' 5" W 5966.21 FT; S 88 DEG 55' 5" E 4897.88 FT; N 3 DEG 11' 17" E 3314.01 FT; S 89 DEG 54' 25" E 225.58 FT; N 0 DEG 56' 32" E 840.61 FT; W 267.72 FT; S 25 FT; S 0 DEG 1' 30" W 10.94 FT; S 50 FT; W 50 FT; N 50 FT; E 50 FT; N 0 DEG 1' 30" E 10.94 FT; W 50 FT; N 50 FT; E 50 FT; S 25 FT; E 267.72 FT; S 0 DEG 56' 32" W 840.61 FT TO BEG. AREA 747.031 AC.

EXHIBIT "C"

Depiction of Properties

THE EAST ½ OF THE EAST ½ OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (TAX ID NOS. 59:019:0004 AND 59:019:0005) AS RECORDED IN THE RECORDER'S OFFICE, UTAH COUNTY, STATE OF UTAH.

"EXHIBIT D"
Easement Area

