

WHEN RECORDED RETURN TO:

Fieldstone Scenic West, LLC
Attn: JASON HARRIS
12896 S. Pony Express Road, Suite 400
Draper, UT 84020

Tax Parcel No(s). 58:033:0519, 58:033:0464, 66-728-0241

(Space above for recorder's use only)

BT-18897

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made this 29th day of December, 2020 (the "**Effective Date**"), by and between Fieldstone Scenic West, LLC, a Delaware limited liability company, with an address of 12896 S. Pony Express Road, Suite 400, Draper, UT 84020 ("**Grantee**"), and Fieldstone Scenic Mountain, LLC, a Delaware limited liability company, with an address of 12896 S. Pony Express Road, Suite 400, Draper, UT 84020 ("**Grantor**").

RECITALS

A. Grantor owns certain real property located in Eagle Mountain, Utah County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. Grantee owns certain real property located adjacent to the Grantor Property in Eagle Mountain, Utah County, Utah, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Grantee Property**").

C. Grantee desires to obtain a non-exclusive easement (the "**Easement**") on those portions of the Grantor Property as may be necessary to allow Grantee a secondary access from the Grantee Property, in the location mutually agreed to in writing by Grantor and Grantee on or before the Effective Date (the "**Easement Area**"), for the purposes more fully set forth in this Agreement.

D. Grantor is willing to convey the Easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys to Grantee for the benefit of the Grantee Property a non-exclusive easement on, over and across the Easement Area for the purposes of vehicular and pedestrian ingress and egress to connect and allow access from the Grantee Property to the public right-of-way abutting the Easement Area.

2. Access. Grantee and all invitees, guests, customers, agents, employees, consultants, contractors and subcontractors of any of the foregoing (collectively, "**Grantee's Parties**") shall have the right to enter upon and use the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Parties will enter upon the Easement Area from existing roads. Grantee and Grantee's Parties shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Parties, other than any claims arising or resulting from the gross negligence or willful misconduct of Grantor and its agents, employees, consultants, contractors and subcontractors.

3. Reservation by Grantor. Grantor hereby reserves the right to: (i) use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area and (ii) relocate the Easement Area, at Grantor's sole cost, to other locations on the Grantor Property so long as Grantee and Grantee's Parties have the necessary secondary access route for the Grantee Property in substantially similar manner and effective use as the original Easement Area.

4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

6. Liens. Grantee shall keep the Grantor 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 the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Parties.

7. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its shareholders, partners, officers, directors, members, managers, employees, agents, contractors, subcontractors, affiliates and associates from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, any entry onto the Easement Area or the Grantor Property by Grantee or Grantee's Parties and any negligent or willful non-performance or other breach by Grantee of any terms, conditions, provisions, duties, obligations or representations under this Agreement; provided that such indemnity shall not extend to any claims arising or resulting from the gross negligence or willful misconduct of Grantor and its agents, employees, consultants, contractors and subcontractors.

8. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended party. All notices shall be given at the addresses set forth in the introductory paragraph. Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. Termination. This Agreement and the Easement set forth herein shall automatically terminate upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Easement and gives Grantor written notice thereof, or (ii) Grantee obtains a permanent secondary access route to the Grantee Property and gives Grantor written notice thereof. Upon the occurrence of an event set forth in the preceding sentence, Grantee will execute and record an instrument terminating this Agreement and the Easement.

10. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

11. Attorneys' Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court

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

13. No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto and Grantor and Grantee expressly disclaim any third-party benefit.

14. Miscellaneous. This Agreement (including all attached Exhibits) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this

Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on either party. This Agreement is the result of negotiations among the parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank.]

The parties have executed this Agreement as of the Effective Date.

GRANTOR:

GRANTEE:

Fieldstone Scenic West, LLC,
a Delaware limited liability company

Fieldstone Scenic Mountain, LLC,
a Delaware limited liability company

By: [Signature]
Name: Troy Gabriel
Its: Secretary

By: [Signature]
Name: Jason Harris
Its: Assistant Secretary

STATE OF UTAH)

COUNTY OF Salt Lake) : ss.

On this 29 day of December, 2020, personally appeared before me Troy Gabriel, the Secretary of Fieldstone Scenic West, LLC, a Delaware limited liability company, known to me to be the signer that executed the within instrument and acknowledged to me that he executed the same for and in behalf of said company in his capacity as Secretary.



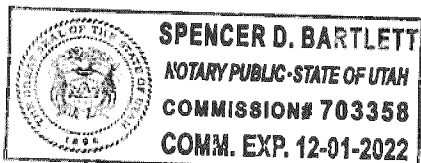
[Signature]
Notary Public

My commission expires: 12/01/22

STATE OF UTAH)

COUNTY OF Salt Lake) : ss.

On this 29 day of December, 2020, personally appeared before me Jason Harris, the Assistant Secretary of Fieldstone Scenic Mountain, LLC, a Delaware limited liability company, known to me to be the signer that executed the within instrument and acknowledged to me that he executed the same for and in behalf of said company in his capacity as Assistant Secretary.



[Signature]
Notary Public

My commission expires: 12/01/22

EXHIBIT A

(Legal Description of the Grantor Property)

PARCEL 1

A portion of the Southwest Quarter of Section 16, Township 5 South, Range 1 West, Salt Lake Base & Meridian, and being more particularly described as follows:

Beginning at a point on the south line of that real property found at Entry No. 68186:2018 in the official records of Utah County, said point being located S0°16'24"W along the Section line 527.89 feet and East 939.58 feet from the West Quarter Corner of Section 16, T5S, R1W, S.L.B. & M.; thence N89°59'55"E along said line 441.26 feet to the west line of Phase B, Plat 1, Scenic Mountain Subdivision; thence along said line the following three (3) courses: S0°15'52"E 128.62 feet; thence S29°41'30"E 47.23 feet; thence S1°50'59"W 43.98 feet; thence S33°46'47"W 287.65 feet; thence S43°09'59"W 135.40 feet; thence S37°05'48"W 85.32 feet to a point on the northerly line of Phase A, Plat 2, Scenic Mountain Subdivision; thence along said line the following fourteen (14) courses: N66°15'56"W 78.21 feet; thence N0°16'26"E 198.40 feet; thence N89°43'34"W 88.50 feet; thence N0°16'26"E 9.37 feet; thence along the arc of a 298.50 foot radius curve to the right 23.76 feet through a central angle of 4°33'40" (chord: N2°32'35"E 23.76 feet); thence N4°48'44"E 51.88 feet; thence northeasterly along the arc of a 261.00 foot radius non-tangent curve to the left (radius bears: N84°48'42"W) 24.02 feet through a central angle of 5°16'26" (chord: N2°33'05"E 24.02 feet); thence N0°16'26"E 103.09 feet; thence along the arc of a 15.00 foot radius curve to the right 23.49 feet through a central angle of 89°43'29" (chord: N45°08'10"E 21.16 feet); thence N0°32'57"E 30.00 feet; thence northwesterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: N0°00'05"W) 23.63 feet through a central angle of 90°16'31" (chord: N44°51'49"W 21.26 feet); thence N0°16'26"E 27.01 feet; thence along the arc of a 100.00 foot radius curve to the left 9.96 feet through a central angle of 5°42'24" (chord: N2°34'43"W 9.96 feet); thence N5°25'52"W 80.72 feet to the point of beginning.

Contains: ±4.62 Acres

PARCEL 2

A portion of the Southwest Quarter of Section 16, Township 5 South, Range 1 West, Salt Lake Base & Meridian, and being more particularly described as follows:

Beginning at a point on the south line of that real property found at Entry No. 68186:2018 in the official records of Utah County, said point being located S0°16'24"W along the Section line 527.89 feet and East 798.44 feet from the West Quarter Corner of Section 16, T5S, R1W, S.L.B. & M.; thence N89°59'55"E along said line 87.90 feet; thence S5°25'52"E 85.78 feet; thence along the arc of a 47.00 foot radius curve to the right 4.68 feet through a central angle of 5°42'18" (chord: S2°34'44"E 4.68 feet); thence S0°16'25"W 190.36 feet; thence along the arc of a 208.00 foot radius non-tangent curve to the right (radius bears: S89°53'41"W) 19.38 feet through a central angle of 5°20'20" (chord: S2°33'51"W 19.37 feet); thence S4°48'44"W 14.18 feet; thence along the arc of a 15.00 foot radius curve to the right 22.37 feet through a central angle of 85°27'48" (chord: S47°32'38"W 20.36 feet); thence N89°43'28"W 79.81 feet to the east line of that real property described at Entry No. 37441:2009 in the official records of Utah County; thence N0°16'26"E along said line 327.27 feet to the point of beginning.

Contains: ±0.72 Acres

EXHIBIT B

(Legal Description of the Grantee Property)

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED $S0^{\circ}16'24''W$ ALONG THE SECTION LINE 527.88 FEET AND EAST 1380.84 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE $N89^{\circ}59'55''E$ 432.68 FEET; THENCE $S56^{\circ}02'05''E$ 298.85 FEET; THENCE $S33^{\circ}57'27''W$ 388.55 FEET; THENCE $N56^{\circ}02'05''W$ 171.09 FEET; THENCE ALONG THE ARC OF A 176.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS $N86^{\circ}09'06''W$) 12.76 FEET THROUGH A CENTRAL ANGLE OF $4^{\circ}08'28''$ (CHORD: $N1^{\circ}46'40''E$ 12.75 FEET); THENCE $N0^{\circ}17'34''W$ 168.82 FEET; THENCE $S89^{\circ}42'26''W$ 298.58 FEET; THENCE $N1^{\circ}50'59''E$ 43.98 FEET; THENCE $N29^{\circ}41'30''W$ 47.23 FEET; THENCE $N0^{\circ}15'52''W$ 128.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ± 4.13 ACRES