

When Recorded Return To:

Josh Sundloff
370 East South Temple, 4th Floor
Salt Lake City, Utah 84111

**RECIPROCAL ACCESS, SHARED MAINTENANCE AGREEMENT; ABANDONMENT
OF CLAIMED SHARED PARKING RIGHTS AND CONSENT TO DEVELOPMENT**

This Agreement is made this 26th day of March, 2021 (the "Effective Date"), between Essence Property, LLC, on the one hand, and JMRB Investments, LLC, Majengo, LLC, Janda Holdings, LLC, and American Leisure Holdings, LLC, on the other hand (collectively, the "Parties").

RECITALS

WHEREAS, Essence Property LLC ("Essence"), is the record owner of the real property located at 220 South 2500 West, Pleasant Grove, Utah 84062, parcel number 46-788-0002 more particularly described on **Exhibit A** (the "Essence Property");

WHEREAS, JMRB Investments, LLC ("JMRB"), Majengo, LLC ("Majengo"), Janda Holdings, LLC ("Janda"), and American Leisure Holdings, LLC ("American Leisure") (collectively, the "Mayfield North Property Owners"), are collectively the record owners of all of the condominiums created by the official plat (the "Mayfield North Plat") for the Mayfield North Professional Office Suites-Phase 1 recorded with Utah County and relating to the property located at 260 South 2500 West, Pleasant Grove, Utah 84062, and which comprise the condominiums identified by Utah County as Parcel Numbers 46-789-0001, 46-789-0002, 46-789-0003, 46-789-0004, 46-789-0005, 46-789-0006, 46-789-00014 (former 46-789-0007 and 46-789-0008), 46-789-0009, 46-789-0010, 46-789-0011, 46-789-0012, and the common area associated therewith and identified as 26-789-0013, more particularly described on **Exhibit B** (collectively, the "Mayfield North Property");

WHEREAS, the Essence Property and the Mayfield North Property directly abut each other and share a property line to the south of the Essence Property and to the North of the Mayfield North Property as shown on **Exhibit C**;

WHEREAS, the Essence Property and the Mayfield North Property were once owned by the same owner (the "Mayfield Developer") who contemplated that the Essence Property would be developed after the Mayfield North Property and that such properties would be operated in material respects in conjunction with each other; and

WHEREAS, after substantial completion of the development of the Mayfield Property, the Mayfield Developer sold the Essence Property and therefore is not being developed as Phase 2 of the Mayfield North Professional Office Suites, and therefore the Parties desire to enter into this Agreement to establish certain reciprocal easements and rights to ensure their harmonious operation and maintenance of the properties.

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration with the intention to be legally bound, the Parties agree as follows.

AGREEMENT

(1) Incorporation of Recitals. The Parties hereby incorporate the above recitals into the terms of this Agreement.

(2) Reciprocal Access Easements. Essence and the Mayfield North Property Owners, and their successors and assigns, hereby grant and convey to the other, and each of their tenants, subtenants, suppliers, customers, patrons, employees, licensees, concessionaires, agents, contractors, and invitees to whom the Parties may choose to extend or delegate such rights (collectively "Permittees"), hereby grant the Permittees perpetual, non-exclusive, mutual cross access easements for purposes of vehicular and pedestrian ingress and egress on, over, upon, and across the Essence Property and the Mayfield North Property.

(3) Reciprocal Surface Water and Sanitary Sewer Utility Easements. Subject to the terms and conditions of this Agreement, each of Essence, as the owner of the Essence Property, on the one hand, and each of the Mayfield North Property Owners, as the owners of the Mayfield North Property, on the other hand, hereby grant and convey to each other, and to their successors and assigns, a perpetual, non-exclusive right and easement (the "Utility Easement") to and over such Party's property for the purpose of utilizing the (i) storm surface water improvements developed on such Party's property, including gutters, drains and subsurface plumbing, and the (ii) sanitary sewer improvements developed on such Party's property (together, the "Utility Improvements"), in each case as reasonably necessary for the commercial reasonable use and operation of the other Party's property. For the avoidance of doubt, the Mayfield North Property Owners hereby consent to Essence connecting their wastewater and sanitary sewer plumbing to the plumbing of the same type presently existing on the Mayfield North Property.

(4) Abandonment of Claimed Shared Parking. The Parties acknowledge that the Mayfield North Plat includes the following note (the "Parking Note") located on the 20 parking stalls located in the northwest corner of the property depicted as Phase 1 therein: "THESE 20 STALLS ARE SHARED PARKING FOR BOTH PHASE 1 AND PHASE 2 BUILDINGS 24 HOURS A DAY." The Parties further acknowledge that at the time of the recording of the Mayfield North Plat, the owner of Phase 1 contemplated that Phase 2 would be developed with commercial offices containing approximately 30,000 rentable square feet and that such limited parking rights on the Mayfield North Property were required by the City for the original developer's plans for Phase 2. Essence's plans for the development of the Essence Property consists of approximately

16,000 rentable square feet of office space, and therefore the City does not require any parking rights other than those that will be provided by the Essence Property. As of the date hereof, the City's requirements for parking on the Mayfield North Property (which requirements now require more parking than was required at the time the Mayfield North Plat was recorded) require the Mayfield North Property to have more parking stalls than it currently has on the Mayfield North Property, and therefore the Mayfield North Property does not have the capacity to grant parking rights to any stalls located on the Mayfield North Property. Therefore, in view of the Parties' mutual understanding and agreement as to the above-stated facts, Essence, for itself and on behalf of all subsequent owners of the Essence Property, does hereby abandon and disclaim any and all right to shared parking on any parking stalls located on the Mayfield North Property, whether such parking rights originate under the Mayfield North Plat or otherwise, and such abandonment shall be binding and effective upon Essence and its successors-in-title even in the absence of an amendment to the Mayfield North Plat to remove the Parking Note.

(5) Maintenance and Cost.

a. Utility Easements. The Parties acknowledge that the Utility Improvements located on the Essence Property will be exclusively for the benefit of the Essence Property, and therefore the owner of the Essence Property shall be solely responsible for the construction, maintenance and repair of the Utility Improvements located on the Essence Property and shall solely bear the cost thereof. The Parties acknowledge that certain of the Utility Improvements located on the Mayfield North Property are shared for the benefit of the Essence Property and the Mayfield North Property (the "Shared Improvements") and certain sections of the Utility Improvements located on the Mayfield North Property are only for the benefit of the Essence Property (the "Other Improvements"). The owner of the Mayfield North Property shall have the sole right and obligation to perform any required construction, maintenance and repair of the Utility Improvements located on the Mayfield North Property, but the owner of the Essence Property shall be responsible for all of the costs and expenses incurred by the owner of the Mayfield North Property relating to the Other Improvements and shall be responsible for one-half of all of the costs and expenses incurred by the owner of the Mayfield North Property relating to the Shared Improvements. The owner of the Essence Property shall pay its share of such expenses within thirty (30) days of submittal by the owner of the Mayfield North Property to the owner of Essence Property of a request therefor, which shall include a reasonable summary of the expenses incurred.

b. Driveways. Each Party agrees to construct, maintain and repair, at its own cost and expense, all driveway surfaces located on such Party's property. Each Party does covenant and agree to keep and maintain all driveways in a commercially reasonable manner consistent with similar professional commercial office properties located in Utah County. The owner of the Essence Property does acknowledge that the driveway located to the west side of the north/south boundary line located between points "D" and "E" on the Mayfield North Plat is to be maintained at the time and in the same manner as the driveways located on the Mayfield North Property are maintained so as to keep the appearance of such driveway consistent with the driveways located on the Mayfield North Parcel.

(6) Consent to Development. The Mayfield North Property Owners have reviewed and hereby acknowledge the civil and site drawings that Essence is proposing for the Essence Property and that Essence has submitted to the City for review. The Mayfield North Property Owners hereby consent to allow Essence to connect to the existing improvements on the Mayfield North Property including the existing parking lot areas and related improvements, the existing utilities as shown to be connected into on Essence's utility plan, and the other site plan drawings submitted by Essence to the City. This acknowledgement and consent contemplate allowing Essence to take all necessary actions or perform all necessary work to complete construction and to satisfy the City's requirements. If, or to the extent, Essence damages or alters the Mayfield North Property beyond what exists as of the date of this Agreement, then Essence will ensure the Mayfield North Property is returned to the same or like condition.

(7) Recordation. Upon execution of this Agreement, this Agreement shall be recorded against the titles to both the Essence Property and the Mayfield North Property and the covenants, conditions, easements, or other provisions of this Agreement shall run with each property.

(8) Relationship Between the Parties. This Agreement is not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any similar relationship between the Parties.

(9) Indemnity. Essence and its successors and assigns, hereby covenant and agree that it shall indemnify, defend, and hold the Mayfield North Property Owners and their successors and assigns, harmless from and against any and all loss, liability, charge, cost, or expense (including any and all claims suffered or incurred in connection with any alleged bodily injury or property damage) arising out of the use of the Cross-Access Easement and Utility Easement by Essence or its Permittees, or from Essence or its successors and assigns' breach of this Agreement, except for matters arising from breach of this Agreement by the Mayfield North Property Owners, or the negligence or willful misconduct of the Mayfield North Property Owners. Likewise, the Mayfield North Property Owners and their successors and assigns, hereby covenant and agree that they shall indemnify, defend, and hold Essence and its successors and assigns, harmless from and against any and all loss, liability, charge, cost or expense (including any and all claims suffered or incurred in connection with any alleged bodily injury or property damage) arising out of the use of the Cross-Access Easement by the Mayfield North Property Owners or their Permittees, or from the Mayfield North Property Owners' or its successors and assigns breach of this Agreement, except for matters arising from breach of this Agreement by Essence, or the negligence or willful misconduct of Essence.

(10) Severability. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

(11) Modification. The terms and conditions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by written instrument executed by all the then Owners of the Essence Property and the Mayfield North Property, and recorded with the County Recorder of Utah County, State of Utah.

(12) Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Utah. For any dispute arising under this Agreement, the sole venue for such dispute shall be the locale and courts of Utah County, State of Utah.

(13) Covenants Run with the Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the properties described herein and their successors in title. The easements granted herein shall be appurtenant to and benefit the properties described herein as provided herein. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

(14) Attorney's Fees. The prevailing party in any dispute between the Parties that arises out of or relates to this Agreement shall be entitled to an award of their reasonable attorney's fees and costs.

(15) Insurance. The Parties shall each maintain a minimum level of insurance coverage that shall encompass and address risks of loss relating to the shared maintenance and other obligations arising out of or related to this Agreement.

(16) Interpretation. This Agreement is the product of an arms-length negotiation and shall be interpreted equally against either party and shall not be construed against either party as the drafter.

(17) Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties and supersedes all contemporaneous and prior representations, understandings and agreements of the Parties, whether written or oral, relating to the subject matter hereof.

(18) Authority. The Parties hereby warrant that they have full power and authority to enter into this Agreement and to grant any easements created by this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Signature]
Essence Property, LLC

Christopher Anderson
Print Name

Manager
Title

STATE OF Utah)
 :SS
COUNTY OF Utah)

On March 12, 2021, before me, a notary public in and for the State of Utah, personally appeared Christopher Anderson duly acknowledged to me that he executed the foregoing instrument as the Manager of Essence Property, LLC.

[Signature]
Notary Public

My commission expires on: 11-06-2024



[Signature]
Majengo, LLC

BRET VAN LEEUWEN
Print Name

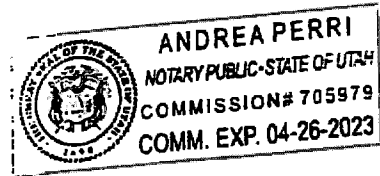
MANAGING PARTNER
Title

STATE OF Utah) :ss

COUNTY OF Utah)

On March 21, 2021, before me, a notary public in and for the State of Utah, personally appeared Bret Van Leeuwen duly acknowledged to me that he executed the foregoing instrument as the Managing of Majengo, LLC.

Andrea Perri
Notary Public



My commission expires on: 4-26-23

Exhibit A

Essence Property

The following real property located in Utah County, Utah:

LOT 2, MAYFIELD NORTH PROFESSIONAL OFFICE SUITES SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN
THE OFFICE OF THE UTAH COUNTY RECORDER.

Tax ID No.: 46-788-0002

Exhibit B

Mayfield North Property

The following real property located in Utah County, Utah:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Building 1 as shown in the Plat for Mayfield North Professional Office Suites – Phase 1, appearing in the Records of Utah County, Utah as Entry No. 129127:2009 of Plats, as defined and described in the Declaration of Condominium, appearing in such records as Entry No. 129128:2009 of Records.

Together with an undivided ownership interest in and to the Common Areas and Facilities that are appurtenant to such Units as more particularly described in such Declaration.

Tax ID Nos.:

46-789-0001
46-789-0002
46-789-0003
46-789-0004
46-789-0005
46-789-0006
46-789-0009
46-789-0010
46-789-0011
46-789-0012
46-789-0013
46-789-0014

Exhibit C

Boundary Line

