

When recorded, please return to:

Deer Park, LLC  
42 E 1100 S Suite 1A  
American Fork, Utah 84003  
Attn: Tyler Horan



ENT 83255-2023 PG 1 of 13  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Dec 27 10:34 AM FEE 40.00 BY KR  
RECORDED FOR DEER PARK LLC

**TEMPORARY ACCESS EASEMENT AGREEMENT**  
**(Deer Park Subdivision – Lot 3)**

THIS TEMPORARY CROSS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and executed effective as of the 15th day of December, 2023 (“**Effective Date**”), by and between DEER PARK, LLC, a Utah limited liability (“**Grantor**”), and the owner of record (“**Grantee**”) of Utah County Parcel No. 13:067:0121 (“**Grantee Parcel**”). Grantor and Grantee may be referred to herein individually as a “**Owner**” and collectively as the “**Property Owners**”.

**RECITALS**

(A) Grantor is the owner of record of certain real property located in Utah County, Utah, known as Utah County Parcel Nos. 37:635:0001 and 37:365:0002, as more particularly described in Exhibit A attached hereto and incorporated herein (“**Grantor Parcels**”).

(B) The Grantee Parcel adjacent to, and west of, the Grantor Parcels and is described in Exhibit B attached hereto and incorporated herein by reference. The Grantee Parcel and the Grantor Parcels may be referred to hereafter individually as a “**Property**” and together as the “**Parcels**” or the “**Properties**”.

(C) The Parties are developing the Properties as a business park known as the Deer Park Subdivision development (the “**Project**”).

(D) Grantee desires to obtain from Grantor a temporary, non-exclusive access easement (the “**Easement**”) across a portion of the Grantor Parcels, as more particularly described and depicted in Exhibit C, attached hereto and incorporated herein (the “**Easement Area**”).

(E) Grantor is hereby willing to grant such a temporary Easement for the purposes more particularly described herein for the mutual beneficial use and enjoyment of the Parcels, their owners, their successors, assigns, tenants, invitees and guests, and to establish and set forth their respective maintenance obligations related to the same.

**AGREEMENT**

NOW, THEREFORE, in consideration of these purposes and other good and valuable consideration, the Property Owners agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, its successors, assigns, tenants, invitees and guests the Easement, which is a non-exclusive, temporary access easement appurtenant to both Parcels for ingress and egress over and across the Easement Area, subject to the terms and conditions of this Agreement and any rules and regulations applicable to the Properties. The Easement shall permit unobstructed vehicular and pedestrian ingress, egress, and access over, across and upon the Easement Area for the benefit of Lot 3, Grantee and its respective successors, assigns, residents, invitees and guests.

a. *No Obstruction of Easement Area.* There shall not be any obstructions (except for ordinary maintenance and repair, for which five (5) days prior written notice to the Party not performing the repair shall be required), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Properties over the Easement Area, it being the intent of the Property Owners to provide for the free flow of pedestrian and vehicular traffic through the Easement Area to and from the Properties and public rights of way. Without limiting the generality of the foregoing, the parties agree that neither party shall have the right to cause, allow, or permit any stacking or lining of cars within the Easement Area, including without limitation, from a drive-thru stacking (or similar) lane or lanes on a Property.

b. *Termination of Easement.* The Easement is temporary and, at any time after the period which is six (6) months after the Effective Date (the “**Initial Easement Period**”), Grantor may record an instrument in the office of the Utah County Recorder terminating the Easement and all rights and reservations granted herein, to be effective thirty (30) days following such recordation. Grantee specifically acknowledges and agrees that this Easement is of a temporary nature. Grantee further acknowledges that the consideration for granting the Easement and recording this Agreement does not guaranty the continuation of the Easement after the Initial Easement Period. Grantee agrees that the Easement may be terminated by either entity comprising Grantor, or their successors, in such entity’s sole discretion. The document terminating the Easement shall be in substantially the same form as attached hereto as Exhibit D and by this reference incorporated herein.

3. Reservations by Grantor. Grantor reserves the right to use the Easement Area for any use not inconsistent with the terms of this Agreement, including modifications to the Grantor Parcels as Grantor deems appropriate.

4. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in their “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, and any other easements, rights, or other encumbrances affecting the Easement Area.

5. Maintenance and Repairs. Unless the Property Owners agree to the contrary, each Owner, including its successors and assigns, shall be responsible, at its sole cost and expense, for the repair and upkeep of its Property, including that portion of the Easement Area (including any related utility located in the same) located on its Property, which repair and upkeep shall be

performed in a workmanlike, diligent and efficient manner and shall include maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality; plowing of snow and ice from paved surfaces; and restriping as required to keep the same clearly visible. All such maintenance, repair and replacement shall be accomplished in a first-class, lien-free manner in accordance with standards pursuant to similarly situated property of similar size maintained in Utah County, Utah, and consistent with any covenants, conditions and restrictions applicable to the Properties.

6. Rules. The Property Owners may mutually establish reasonable rules and restrictions with regard to the time, place, and manner of access to and use of the Easement within the Easement Area. None of the Property Owners nor their successors, assigns, residents, invitees and guests can acquire any right, title or interest in and to any portion of the Easement Area by adverse possession, prescriptive easement or other legal theories.

7. Indemnification. Grantee agrees to indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorney fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively "**Claims**", or a "**Claim**") from or by any unaffiliated third party or Grantee, arising from or relating to (i) any use of the Easement Area, by Grantee or Grantee's employees, agents, representatives, owners, or invitees, (ii) any act or omission of Grantee relating to the Easement Area, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's employees, agents, representatives, owners, or invitees and (iv) any enforcement by Grantor of any provision of this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

8. Covenant Running with the Land. Until terminated as provided herein, the provisions of this Agreement shall run with the land and shall apply to, bind and inure to the benefit of the Property Owners their successors and assigns.

9. Recordation. This Agreement shall be recorded in the Utah County Recorder's Office.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah.

11. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed.

IN WITNESS WHEREOF, the Property Owners have executed this Easement Agreement as of Effective Date.

**GRANTOR:**

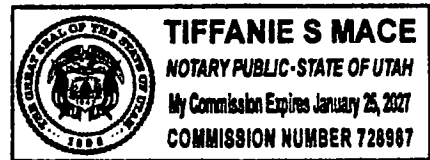
DEER PARK, LLC

By: Michael B Horan  
Print: Michael B. Horan  
Its: Manager

STATE OF UTAH                    )  
  : ss  
COUNTY OF UTAH                )

Acknowledged before me this 21 day of December, 2023, by Michael B Horan, as the authorized managing member of DEER PARK, LLC.

Tiffany S. Mace  
NOTARY PUBLIC



**GRANTEE:**

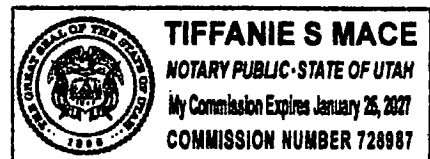
DEER PARK, LLC AS  
RECORD OWNER OF GRANTEE PARCEL

By: Michael B Horan  
Print: Michael B. Horan  
Its: Manager

STATE OF UTAH                    )  
  : ss  
COUNTY OF UTAH                )

Acknowledged before me this 21 day of December, 2023, by Michael B Horan, as the authorized managing member of DEER PARK, LLC, as record owner of the Grantee Parcel.

Tiffany S. Mace  
NOTARY PUBLIC



**EXHIBIT "A"**

(Legal Description of Lot 1)

Real Property located in Utah County, State of Utah, described as follows:

Tax Id No.: 37:365:0001

LOT 1, DEER PARK SUB AREA 6.683 AC, according to the official plat thereof recorded April 5, 2022, as Entry No. 42674:2022 in the office of the Utah County Recorder.

**EXHIBIT "B"**

(Legal Description of Lot 3)

Real Property located in Utah County, State of Utah, described as follows:

**BOUNDARY DESCRIPTION**

A parcel of land being a part of an entire tract described in that Warranty Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder. Said parcel of land is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

**Beginning** at the southwesterly corner of Lot 1, Deer Park Subdivision recorded April 5, 2022 as Entry No. 42674:2022, having Map No. 18261 in the Office of said Recorder, which is 631.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence N. 64°51'27" W. 301.49 feet to an existing boundary line agreement shown on that Record of Survey for Boundary Line Agreement filed as 22-325 in the Office of the Utah County Surveyor; thence N. 00°22'32" E. (Deed = North) 627.37 feet along said boundary line agreement to the Quarter Section line; thence S. 89°56'25" E. (Deed = East) 275.00 feet along said Quarter Section line to a northerly extension of the westerly line of said Lot 1, Deer Park Subdivision; thence S. 00°28'09" W. 755.19 feet along said extension and westerly line of Lot 1, Deer Park Subdivision to the **Point of Beginning**

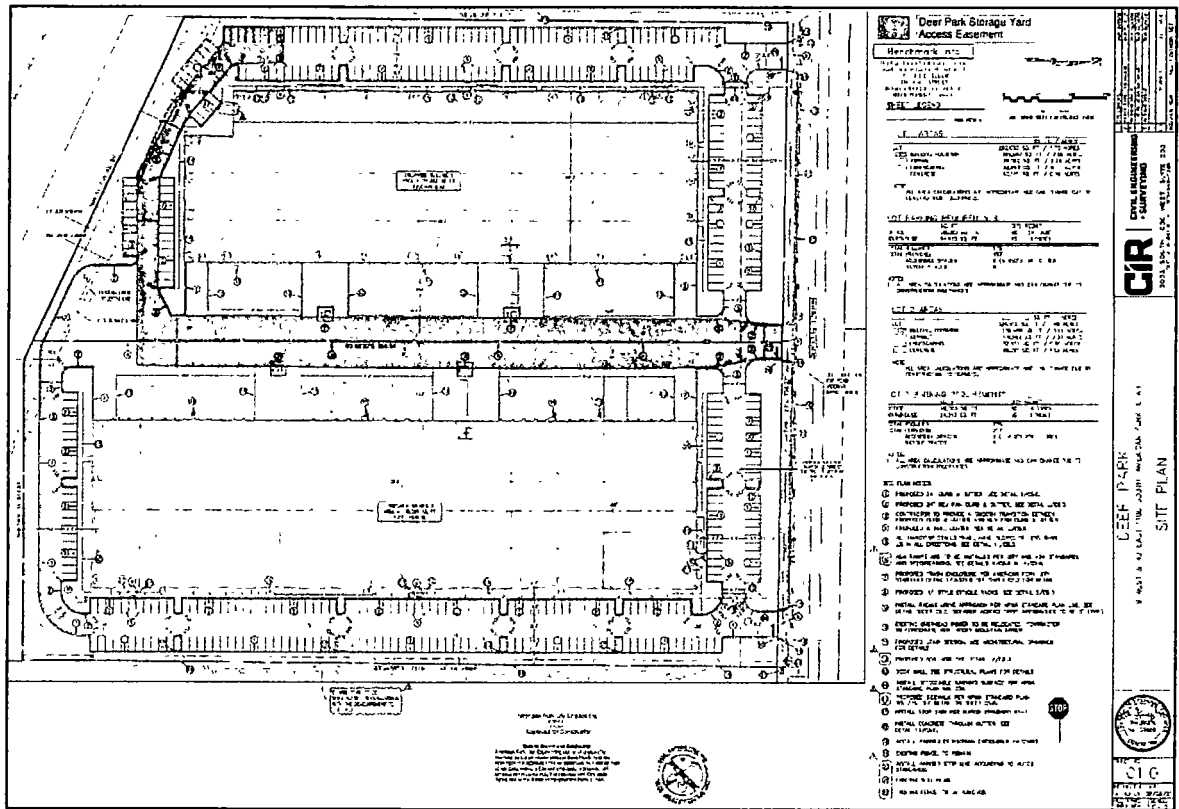
The above-described parcel of land contains 189,711 sq ft or 4.355 acres, more or less. 1 Lot.

Tax ID: 13:067:0114

**BASIS OF BEARING:** S. 89°00'19" E. along a monument line between the Reference Monuments to the South Quarter Corner and the Southeast Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

# EXHIBIT "C"

## (Description and Depiction of the Easement Area)



**EXHIBIT "D"**

(Form of Termination of Easement)

When recorded, please return to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE TERMINATION OF EASEMENT**

This NOTICE TERMINATION OF EASEMENT (this "**Termination**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, a Utah limited liability company and its successors and assigns ("**Grantor**").

**RECITALS**

- A. Grantor is a party to that certain *Temporary Access Easement Agreement* recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ in the land records of the Office of the Recorder of Utah County, Utah (the "**Easement Agreement**").
- B. The Easement Agreement creates a temporary access easement ("**Easement**") over certain real property more particularly described in Exhibit A, attached hereto and by this reference made a part hereof (the "**Grantor Property**"). The Easement allowed for access to certain real property more particularly described in Exhibit B, attached hereto and by this reference made a part hereof (the "**Grantee Property**"). The scope of the Easement burdened a portion of the Grantor Property described in Exhibit C, attached hereto and by this reference made a part hereof (the "**Easement Area**").
- C. Section 2(b) of the Easement Agreement gives Grantor the right to terminate the Easement, and Grantor has elected to exercise that right.

**TERMS AND CONDITIONS**

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

- 1. Termination. Effective thirty (30) days after the recordation of this Termination ("**Effective Date**"), the Easement will be terminated and of no further force or effect. As of the Effective Date, Grantor and Grantee each hereby terminate, quitclaim, remit, and relinquish all of each party's rights, benefits, privileges, obligations, duties and responsibilities in and with respect to the Easement. On and after the Effective Date, the Grantor Property, as further identified and described in



the Easement Agreement shall no longer be encumbered by the Easement and Easement Area.

2. Miscellaneous. This Termination shall run with the land, and the terms and conditions of this Termination shall inure to the benefit and be binding upon the Parties, their successors and assigns. The person or persons executing this Termination hereby acknowledge that he or she (i) has the requisite authority to execute this Termination on behalf of the entity for which he or she will sign, and (ii) hereby executes this Termination with said authority.

*[Signatures and Acknowledgments on Following Pages]*

IN WITNESS WHEREOF, the parties have executed this Termination as of the date first above written:

**GRANTOR:**

\_\_\_\_\_,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF UTAH, to-wit:

I, the undersigned notary public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the company.

Subscribed and sworn to before me this \_\_\_\_\_ day of 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

*[Signatures and Acknowledgments Continue on Following Page]*

**Exhibit A**  
**Grantor Property**

**Exhibit B**  
**Grantee Property**

### Exhibit C Depiction of Easement Area

