

Prepared By and Return To:

Boulevard Development, LLC
Attn: Todd Amberry
11275 Normandy Way
Highland, Utah 84003

Affecting Tax Parcel No(s): 49-579-0018
14-056-0057

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made this ^{5th} day of August, 2022 (the "Effective Date") by THE BOULEVARD DEVELOPMENT, LLC, a Utah limited liability company, whose address is Attn: Todd Amberry, 11275 Normandy Way, Highland, Utah 84003 ("Grantor"), and APEX REALTY GROUP INC., a Utah corporation, whose address is Apex Realty, LLC, Attn: Ruth Ponce, 966 South 1635 West, Orem, Utah 84663 ("Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Utah County, Utah being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area");

WHEREAS, of even date herewith, Grantee is the owner in fee simple of certain real property located in Utah County, Utah being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Benefited Property"); and

WHEREAS, Grantor desires to grant in favor of Grantee and its successors and/or assigns a perpetual, non-exclusive easement on, upon, over, across and through the Easement Area for the sole purpose of providing pedestrian and vehicular access for ingress, egress and regress to and from the Benefited Property which shall be subject to the terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Creation of Perpetual Easement.** Grantor hereby grants to Grantee, its successors and/or assigns, a perpetual, non-exclusive easement (the "Easement") on, upon, over,

COURTESY RECORDING
No assurances are given by the company either
Express or implied for accuracy or content.

across and through the Easement Area for the sole purpose of providing pedestrian and vehicular access for ingress, egress and regress to and from the Benefited Property.

3. **Maintenance and Repair by Grantor.** Grantee shall be responsible for maintaining, repairing and replacing the Easement Area and all improvements (including, without limitation, the existing access road) lying thereon in order to keep the same in good working order and good condition. Grantee acknowledges and agrees that all work conducted by, or on behalf of, Grantee hereunder shall be in compliance with all applicable laws, ordinances, rules, regulations, permits and approvals. In the event that Grantee, or its successors or assigns, fails to commence and diligently pursue completion of any maintenance, repair, or replacement required hereunder within ninety (90) days after receipt by Grantee of written notice from Grantor of any required maintenance, repair, or replacement contemplated hereunder, Grantor shall have the right, but not the obligation, to maintain, repair, or replace said Easement Area (including the improvements thereon) in good working order and good condition and to thereafter obtain a reimbursement from Grantee, or its successors or assigns, as to for the cost incurred by Grantor, within fifteen (15) days after receipt of detailed invoices and bills for actual third-party out-of-pocket costs incurred thereby, which shall accrue interest calculated at the rate of seven percent (7%) from the date the payment is due until the payment is received.

4. **Insurance.** Grantee, its successors and assigns, and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Utah, naming Grantor, as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein.

5. **Indemnity.** Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialman), permitted assigns (if any), guests, invitees and licensees from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantee, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), permitted assigns (if any), guests, invitees and licensees and shall not apply in the event of any negligence or willful misconduct by Grantor.

6. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area (or any improvements located thereon) or any other property not owned by Grantee in connection with the exercise of its rights hereunder.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors, permitted assigns (if any), agents, employees, consultants, representatives, contractors (and their subcontractors, employees and

materialmen), guests, tenants, invitees and licensees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth herein.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, Mountain), to the address listed above or to such other address as either party may from time to time designate by written notice in accordance with this section.

9. **Use of Easement Area.** It is acknowledged and agreed to by the Parties that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein.

10. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement.

11. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

12. **Miscellaneous.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Utah. Venue for any proceeding brought hereunder shall be Utah County, Utah. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be

executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is the essence of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee caused this Agreement to be executed as of the day and year first written above.

Grantor:

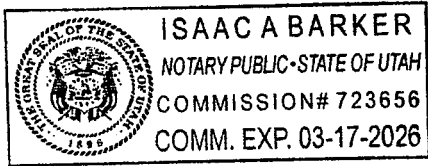
THE BOULEVARD DEVELOPMENT, LLC, a Utah limited liability company

By: [Signature]
Name: TODD AMBERRY
Its: MANAGER

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

Acknowledged before me this 5th day of August, 2022, by Todd Amberry, the Manager of **THE BOULEVARD DEVELOPMENT, LLC**, a Utah limited liability company.

WITNESS my hand and official seal.



[Signature]
Notary Public for the State of Utah

Grantee:

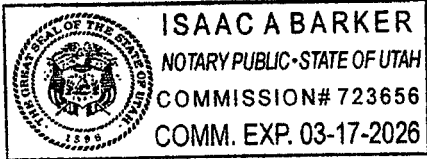
APEX REALTY GROUP INC.,
a Utah corporation

By: [Signature]
Name: Patricio Hinojosa
Its: Vice President

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

Acknowledged before me this 5th day of August, 2022, by Patricio Hinojosa, the Vice President of Apex Realty Group Inc., a Utah corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public for the State of Utah

EXHIBIT "A"

Easement Area

ACCESS EASEMENT FOR APEX

BEGINNING AT A POINT WHICH IS SOUTH 89°44'08" WEST 381.48 FEET AND SOUTH 52.86 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; thence S 35°17'38" E 24.00 feet; thence S 54°28'15" W 72.08 feet; thence S 32°04'27" E 23.37 feet; thence S 57°12'42" W 26.00 feet; thence N 32°04'27" W 46.17 feet; thence N 54°28'15" E 96.78 feet to the POINT OF BEGINNING.

AREA = 0.067 acres (2930.370 sq. ft.)

EXHIBIT "B"

Benefited Property



Exhibit A

ALTA COMMITMENT

Property Description

Parcel 1:

Lot 16, PLEASANT GROVE TOWN CENTER PLAT "B", according to the official plat thereof on file in the Utah County Records Office, Utah.

ALSO a parcel of land being part of an entire tract of property situated in the Northeast quarter of the Northeast quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at the Northwest corner of said parcel of land, which point is 0.375 meters (1.23 feet) South and 44.925 meters (147.39 feet) West and 61.941 meters (203.22 feet) South 89° 16' 22" West from the Northeast corner of said Section 30 and running thence South 00° 05' 07" West 28.940 meters (94.95 feet) along the Westerly boundary line of said parcel of land to the Northwestern right-of-way line of Pleasant Grove Boulevard; thence Northeasterly 45.869 meters (150.49 feet) along said right-of-way line along the arc of a 384.65 meter (1261.98 foot) radius curve to the left, (chord to said curve bears North 50° 07' 55" East for a distance of 45.842 meters (150.40 feet), to the Northerly boundary line of said parcel of land; thence South 89° 16' 22" West 35.146 meters (115.11 feet) along said Northerly boundary line to the point of beginning.

AND ALSO commencing at the Utah County Brass Cap Monument monumentalizing the Northeast corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence coincident with the North line of said Northeast quarter Section South 89° 44' 17" West 351.26 feet; thence South 00° 15' 43" East 3.87 feet to the Northeast corner of the John P. Harr Senior Properties, L.C. parcel described in that certain Quit Claim Deed recorded February 1, 1996, as Entry No. 8752, in Book 3879, at Page 78 of the Utah County records, and the true point of beginning; thence South 00° 05' 07" West 91.66 feet coincident with the East line of said Harr parcel to the Northeast corner of that particular parcel of land transferred to Pleasant Grove City Corporation by that certain Warranty Deed recorded June 13, 2002, as Entry No. 66771:2002 of the Utah County records; thence North 35° 17' 38" West 121.99 feet to a point on the North line of said Harr parcel; thence the following 3 courses with the Northerly line of said Harr Parcel (1) South 89° 44' 15" East 42.38 feet; (2) South 7.71 feet; (3) East 28.23 feet to the point of beginning.

Parcel 2:

Commencing South 5.48 feet and West 351.25 feet from the Northeast corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 28.23 feet; thence North 7.71 feet; thence North 89° 44' 15" West 0.03 feet; thence North 1.82 feet; thence North 89° 17' 03" East 52.42 feet; thence South 67° 08' 16" West 26.21 feet to the point of beginning.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4690 8-1-16

Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 9 of 10