

WHEN RECORDED, MAIL TO:

STS Properties, LLC
259 Riverbend Way, Suite 102
North Salt Lake, Utah 84054
Attn: Ryan Brimley

APN: 06-297-0001
06-297-0002

ACCESS AND PARKING EASEMENT AGREEMENT

This ACCESS AND PARKING EASEMENT AGREEMENT (this "*Agreement*") is made and entered into effective as of the 10th day of September 2019 by OCI Building, LLC, a Utah limited liability company ("*OCI*"), and STS Properties, LLC, a Utah limited liability company ("*STS*"). OCI and STS, together with their successors and assigns, are each sometimes referred to herein individually as an "*Owner*" and collectively as the "*Owners*."

RECITALS

A. OCI is the owner of all of Lot 9A ("*Lot 9A*"), HUGHES INDUSTRIAL PARK LOT 9 AMENDED subdivision, according to the official plat thereof on file and of record in the Davis County Recorder's Office, Utah.

B. STS is the owner of all of Lot 9B ("*Lot 9B*"), HUGHES INDUSTRIAL PARK LOT 9 AMENDED subdivision, according to the official plat thereof on file and of record in the Davis County Recorder's Office, Utah.

C. Each of Lot 9A and Lot 9B has frontage along Redwood Road, a public street, and a curb cut and access point to Redwood Road (the "*Access Point*") is located along the Redwood Road frontage of Lot 9A.

D. OCI desires to establish an easement over and across Lot 9A for the benefit of Lot 9B for the purpose of vehicular and pedestrian egress and ingress to and from Redwood Road, as set forth below.

E. The Owners also desire to establish reciprocal parking easements upon Lot 9A and Lot 9B (each a "*Lot*" and collectively the "*Lots*") for the benefit of each Lot.

AGREEMENT

1. Access Easement for the Benefit of Lot 9B. OCI, as the owner of Lot 9A, hereby grants, conveys, transfers, and assigns to STS, for the benefit of Lot 9B and its owners and all tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive easement (the "*Access Easement*") of access, passage and use, both pedestrian and vehicular, over, upon and across the Access Point and the drive aisles located on Lot 9A (as the same may from

time to time be constructed and maintained for such use) for the purpose of (i) obtaining ingress and egress to and from Lot 9B and Redwood Road, (ii) access to parking, (iii) access to loading docks, (iv) pedestrian access, (v) access necessary for construction, maintenance and repair of improvements to Lot 9B, and (vi) uses reasonably ancillary thereto..

2. Parking Easements.

2.1 OCI, as the owner of Lot 9A, hereby grants, conveys, transfers, and assigns to STS, for the benefit of Lot 9B and its owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive easement for reasonable daily and not long-term parking of vehicles upon and within the designated parking areas of Lot 9A, together with a non-exclusive easement for vehicular and pedestrian access to and from such parking areas over and across the drive aisles located on Lot 9A for the use of such parking easement, as such parking areas and drive aisles located on Lot 9A may from time to time be constructed and maintained for such respective use, subject to the right of the Owner of 9A to designate a reasonable number of parking stalls on Lot 9A as "Reserved" or other special designation. The Owner of Lot 9B shall use efforts to limit the use of the such easement to that reasonably necessary for the operation of the business on Lot 9B.

2.2 STS, as the owner of Lot 9B, hereby grants, conveys, transfers, and assigns to OCI, for the benefit of Lot 9A and its owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive easement for reasonable daily and not long-term parking of vehicles upon and within the parking areas of Lot 9B, together with a non-exclusive easement for vehicular and pedestrian access to and from such parking areas over and across the drive aisles located on Lot 9B for the use of such parking easement, as such parking areas and drive aisles located on Lot 9B may from time to time be constructed and maintained for such respective use, subject to the right of the Owner of 9B to designate a reasonable number of parking stalls on Lot 9B as "Reserved" or other special designation. The Owner of Lot 9A shall use efforts to limit the use of the such easement to that reasonably necessary for the operation of the business on Lot 9A.

3. Reservations. Each Owner, as the owner of its respective Lot, reserves the right for itself and its successors and others to use such portions of such Owner's Lot as the Owner thereof determines appropriate, consistent with the easements created hereunder (collectively the "**Easements**") burdening such Lot; provided that no Owner or occupant of a Lot shall cause or allow any barrier, structure, or other impediment to the use of the Easements by the beneficiaries thereof to be constructed or placed on such Lot in a manner that materially interferes with the use of the Easements by the beneficiaries thereof. The Easements shall be used by the beneficiaries thereof with due regard to the rights of the Owners and their employees, tenants, guests, customers, contractors, suppliers, and other invitees, and such beneficiaries' use of the Easements shall not materially impair the rights of others to the areas impacted by the Easements.

4. Maintenance; Payment of Maintenance Costs. The Owners and their respective successors in interest to each Lot, as the owner of each respective Lot, shall retain the primary responsibility of maintaining the areas of such Lot affected by the Easements, and all improvements now or hereafter situated thereon, in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with

all applicable laws and regulations; provided, however, that any damage to a Lot specifically caused by an Owner or invitee of the other Lot shall be repaired by the Owner of such other Lot, at such Owner's cost. The Owners shall not materially modify any accesses to or surface of the areas affected by the Easements without the prior written consent of the other Owner, which consent shall not be unreasonably withheld or delayed. Neither the construction of any alterations or improvements to, nor the maintenance, repair or use of, the areas affected by the Easements and improvements thereto, by any Owner shall unreasonably interfere with the other Owner's use of such areas and improvements or such other Owner's Lot.

5. Indemnity. Each Owner shall indemnify, defend and hold harmless the other Owner from and against all losses, costs, claims, liabilities and damages (including reasonable attorneys fees and expenses) arising out of or resulting from the use of the Easements by such Owner or its employees, tenants, guests, customers, contractors, suppliers, and other invitees, except to the extent caused by the gross negligence or willful misconduct of the other Owner. Each Owner shall cause all liability insurance policies carried by it to designate the other Owner as an additional insured with respect to such Owner's use of the Easements. Each Owner shall deliver to the other Owner copies of such liability insurance policies upon request.

6. Duration. The Easements and each covenant and restriction set forth in this Agreement shall be perpetual.

7. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Lot to the extent that such portion is affected or bound by the Easements or the covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Lot shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such property.

8. Limit of Benefit. The Easements created hereunder are limited in use for the benefit of each Lot and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either Lot to the general public or for the public or for any public purpose.

9. Miscellaneous.

9.1 Should any Owner default in any of the covenants or restrictions herein contained, that defaulting Owner shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorneys' fees, incurred on appeal and in bankruptcy proceedings.

9.2 Subject to Section 9.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 9.4, below, all of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

9.3 No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

9.4 It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Lot. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

9.5 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

9.6 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.7 This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Lot. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Lot subject to the Easements and the terms and conditions of this Agreement. Any Owner transferring its interest in such Owner's Lot shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer.

9.8 This Agreement, together with all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof.

9.9 No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the Lots and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Davis County, Utah.

9.10 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Lot or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable Lot.

9.11 The Owners acknowledge their mutual intent and desire that the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Lots.

9.12 This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Agreement.

9.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the Owners have executed this Access and Parking Easement Agreement the day and year first above written.

OCI BUILDING, LLC

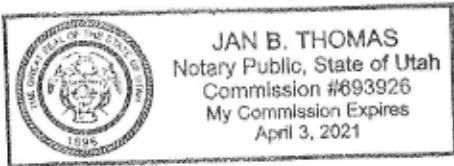
By: *ll*
Thomas D. Stuart, Manager

STS PROPERTIES, LLC

By: *ll*
Thomas D. Stuart, Manager

STATE OF UTAH)
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) :ss.
COUNTY OF Davis)

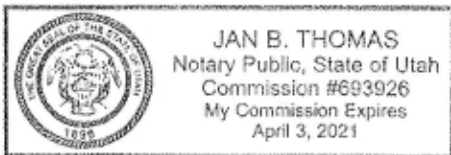
The foregoing instrument was acknowledged before me this 11 day of September 2019 by Thomas D. Stuart, the manager of OCI Building, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.



Jan B Thomas
NOTARY PUBLIC

STATE OF UTAH)
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) :ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 11 day of September 2019 by Thomas D. Stuart, the manager of STS Properties, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.



Jan B Thomas
NOTARY PUBLIC