

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

DRAINAGE AND UTILITY EASEMENT AGREEMENT

This DRAINAGE AND UTILITY EASEMENT AGREEMENT (this "*Agreement*") is made and entered into effective as of the 9th day of October 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. The Owners desire to establish reciprocal drainage and utility easements upon Lot 9A and Lot 9B (each a "*Lot*" and collectively the "*Lots*") for the benefit of each Lot.

AGREEMENT

1. Drainage Easement. Each Owner acknowledges that there currently exists a single surface water and storm drainage system servicing both Lots, and that the Owners intend that surface water and storm water from each Lot drain into and through surface water drains, storm drain lines, pipes, catch basins and other facilities as currently in place as of the date of this Agreement (collectively, "*Drainage Facilities*"). Each Owner hereby grants to the other Owner, as an appurtenance to each Lot, a reciprocal, perpetual nonexclusive easement (the "*Drainage Easement*") to drain and direct surface and storm water from each Lot over, under, upon and across each Lot and through such Drainage Facilities. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the Drainage Easement, including, without limitation, the right at all times to tap into and use the Drainage Facilities. Each Owner shall maintain all Drainage Facilities on its respective Lot in 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. Promptly after the maintenance, repair or replacement of any

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

Drainage Facilities as described herein, each Owner shall cause the Drainage Facilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work. If any Owner fails so to maintain, repair or replace any such Drainage Facilities, which failure materially affects the drainage from the other Lot, then the non-defaulting Owner shall have the right, but not the obligation, after thirty (30) days' written notice to the defaulting Owner, to undertake necessary and reasonable maintenance, repair and replacement of such Drainage Facilities at the defaulting Owner's sole cost and expense, for which purpose the repairing Owner, and its tenants and contractors, shall have full and free rights of ingress and egress, both pedestrian and vehicular, over, under and across such other Lot to the extent reasonably necessary to perform such maintenance, repair and replacement. No Owner may modify any Drainage Facilities without the prior written consent of the other Owner, which consent shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Drainage Easement or the Drainage Facilities.

2. Utility Easement. Each Owner acknowledges that electrical, natural gas and other utilities servicing both Lots are connected to the improvements on the Lots through a single connection for each such utility (the "*Utilities*"), and that the Owners intend that such Utilities equally service both Lots. Each Owner hereby grants to the other Owner, as an appurtenance to each Lot, a reciprocal, perpetual nonexclusive easement (the "*Utility Easement*") to connect to and use Utilities as in place as of the date of this Agreement. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the Utility Easement, including, without limitation, the right at all times to use the Utilities. Each Owner shall have the primary responsibility of maintaining the Utilities on its respective Lot in a good and safe condition and repair, reasonably free and clear from damage and hazard and in accordance with all applicable laws and regulations. Promptly after the maintenance, repair or replacement of any Utilities as described herein, each Owner shall cause such Utilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work. In the event of any nonroutine maintenance, repair or replacement of any of the Utilities, the Owners shall share the reasonable cost of such maintenance, repair or replacement 50% for each Lot; provided, however, that any damage to any Utility specifically caused by an Owner or its tenant, contractor or invitee shall be repaired by such Owner at such Owner's sole cost and expense. If any Owner fails so to maintain, repair or replace any such Utilities, which failure materially affects the use of the Utilities by the other Lot, then the non-defaulting Owner shall have the right, but not the obligation, after five (5) days' written notice to the defaulting Owner, to undertake necessary and reasonable maintenance, repair and replacement of such Utilities at the defaulting Owner's sole cost and expense, for which purpose the repairing Owner, and its tenants and contractors, shall have full and free rights of ingress and egress, both pedestrian and vehicular, over, under and across such other Lot to the extent reasonably necessary to perform such maintenance, repair and replacement. No Owner may modify any Utilities without the prior written consent of the other Owner, which consent shall not be unreasonably withheld or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Utilities or the Utility Easement.

3. Duration. The easements and each covenant and restriction set forth in this Agreement shall be perpetual.

4. 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.

5. 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.

6. Miscellaneous.

6.1 Should any Owner default in any of the covenants or restrictions herein contained, that defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, 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 attorney fees, incurred on appeal and in bankruptcy proceedings.

6.2 Subject to Section 6.4, 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 6.4, 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.

6.3 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.

6.4 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.

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

6.6 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.

6.7 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.

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

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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 Drainage and Utility Easement Agreement the day and year first above written.

OCI BUILDING, LLC

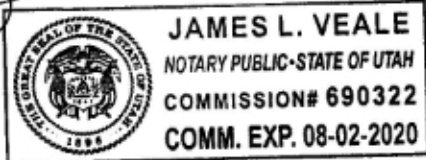
By: [Signature]
Thomas D. Stuart, Manager

STS PROPERTIES, LLC

By: [Signature]
Thomas D. Stuart, Manager

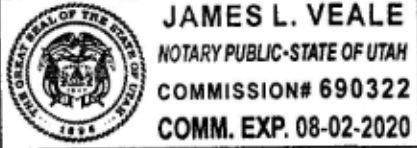
STATE OF UTAH)
) :SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 9th day of October 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.

[Signature]
NOTARY PUBLIC


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

The foregoing instrument was acknowledged before me this 9th day of October 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.



[Signature]
NOTARY PUBLIC