

WHEN RECORDED PLEASE RETURN TO:
Vineyard Gateway 1
3963 East Alpine Valley Circle
Sandy, Utah 84092

ENT 102834 : 2021 PG 1 of 5
Andrea Allen
Utah County Recorder
2021 Jun 03 04:17 PM FEE 40.00 BY IP
RECORDED FOR Stewart Title Insurance Agency of Utah
ELECTRONICALLY RECORDED

ACCESS AND PARKING EASEMENT AGREEMENT

THIS EASEMENT AND PARKING AGREEMENT (this "REA") is executed as of the 3rd day of May 2021 by VINEYARD GATEWAY 1, LLC, a Utah limited liability company, whose address is 3963 East Alpine Valley Circle, Sandy, Utah 84093 ("Vineyard") and AFP WEST, a Utah limited liability company, whose address is 3963 East Alpine Valley Circle, Sandy, Utah 84093 ("AFP").

A. Vineyard owns the fee title interest in and to those certain parcels of real property located in Vineyard, Utah more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Vineyard Property").

B. AFP owns the fee title interest in and to those certain parcels of real property located in Vineyard, Utah more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "AFP Property").

C. Vineyard and AFP desire to provide for reciprocal ingress, egress and parking over and across each other's Property.

IN CONSIDERATION of the mutual benefits to be derived from this REA, the parties hereto agree as follows:

1. Ingress and Egress Easement. Vineyard and AFP hereby grant to each other an easement over, across, upon their respective Property excluding therefrom any buildings or structures located thereon for the purposes of pedestrian and vehicular ingress to, egress from and the use of parking spaces (the "Access Easement"). The Access Easement shall include those areas designed by either party as a sidewalk, walkway and driveways located on their Property and excluding therefrom all buildings thereon and any reasonable appurtenances relating thereto. The Access Easement shall be (a) non-exclusive, (b) for the sole use of customers, employees, tenants, contractors, agents, licensees, successors and invitees, (c) shall not run with any other land and (d) subject to such reasonable restrictions as may be reasonably necessary to prevent any material interference with the either party's use and operation of its respective Property.

2. Parking Easement. Vineyard and AFP hereby grant to each other the right to use each other's parking spaces for the purposes of vehicular parking on each party's Property (the "Parking Easement"). The Parking Easement shall include those parking spaces designed by either party as non-exclusive parking stalls and/or areas located on their Property. The Parking Easement shall be (a) non-exclusive, (b) for the sole use of customers, employees, tenants, contractors, agents, licensees, successors and invitees, (c) shall not run with any other land and (d) subject to such reasonable restrictions as may be reasonably necessary to prevent any material interference with the either party's use and operation of its respective Property.

3. Easement Expenses. Vineyard and AFP shall each be responsible for all costs of maintenance, repair and replacements of the Access and Parking Easements on their Property.

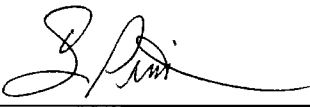
4. Indemnification and Insurance. Vineyard and AFP shall each name the other party as an additional insured with respect to all insurance coverage applicable to the Access Easement and the Parking Easement. Vineyard and AFP shall each indemnify and hold harmless the other and their contractors, employees, members, agents, guests, invitees, tenants, licensees, successors and customers from and against any claim, damage, liability, cost or expense (including attorneys' fees and costs of suit) arising out of the use of the Access Easement and/or the Parking Easement.


5. Maintenance and Repair. Vineyard and AFP shall each keep, or cause to be kept, all improvements within their Property insured against loss or damage such other risks as are from time to time included in "extended coverage" policies or endorsements in the county where the Project is located, in an amount not less than the actual replacement cost of such improvements (exclusive of foundations and excavations); subject to commercially reasonable deductibles. Such amount, subject to commercially reasonable deductibles, shall be sufficient to restore the same to, or replace it with improvements of at least the size and quality as immediately preceding such loss or damage and each such policy shall contain a waiver of subrogation, to the extent available at commercially reasonable rates. Any such policy of insurance may be maintained under a "blanket" policy insuring other locations belonging to such Owner.

IN WITNESS WHEREOF, Vineyard and AFP have executed this Access and Parking Easement Agreement effective as of the date first written above.

AFP WEST

VINEYARD GATEWAY 1

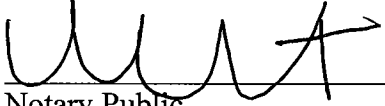
By 
Its Manager

By 
Its Manager

Notary Acknowledgement

State of Utah
County of Salt Lake

On this 3 day of June, 2021, personally appeared before me, the undersigned Notary Public, personally appeared Steve Pruitt, Manager of AFP West, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

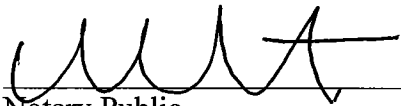


Notary Public
My commission expires: 4/25/2023



State of Utah
County of Salt Lake

On this 3 day of June, 2021, personally appeared before me, the undersigned Notary Public, personally appeared Steve Pruitt, Manager of Vineyard Gateway 1, LLC, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public
My commission expires: 4/25/2023



EXHIBIT A
Vineyard Gateway 1 Legal Description

Lots 1, 2, 3 and 5 of the Vineyard Gateway 1 Subdivision comprised of Utah County Tax Parcels:
54:314:0001; 54:314:0002; 53:314:0003; and 54:314:0005

EXHIBIT B
AFP West Legal Description

Utah County Tax Parcel 18:017:0010

COM N 619.57 FT & W 86.68 FT FR E 1/4 COR. SEC. 17, T6S, R2E, SLB&M.; S 88 DEG 15' 39" W 101.64 FT; N 89 DEG 23' 38" W 99.15 FT; N 4 DEG 18' 31" E 43.84 FT; N 63 DEG 2' 20" W 18.38 FT; N 3 DEG 37' 44" E 362.19 FT; N 85 DEG 54' 55" E 18.18 FT; N 2 DEG 55' 14" W 39.03 FT; N 89 DEG 51' 49" E 65.96 FT; N 89 DEG 31' 52" E 106.34 FT; N 88 DEG 41' 54" E 14.37 FT; S 1 DEG 20' 52" W 295.79 FT; ALONG A CURVE TO R (CHORD BEARS: S 1 DEG 48' 4" W 157.47 FT, RADIUS = 9950 FT) TO BEG.

Utah County Tax Parcel 46:906:0003

PART LOT 2, PHASE B, MILL ROAD EAST SUB DESCRIBED AS FOLLOWS; COM N 0 DEG 3' 6" W 620.54 FT & W 54.46 FT & S 88 DEG 15' 38" W 32.04 FT & S 88 DEG 15' 38" W 101.27 FT & N 89 DEG 23' 38" W 99.15 FT FR E 1/4 COR. SEC. 17, T6S, R2E, SLB&M.; S 15 DEG 42' 50" W 74.21 FT; S 3 DEG 49' 36" W 106.21 FT; S 89 DEG 35' 13" W 24 FT; N 0 DEG 40' 27" E 289.54 FT; N 254.75 FT; W 44.5 FT; N 86.25 FT; N 89 DEG 26' 3" E 118.24 FT; S 2 DEG 55' 15" E 39.03 FT; S 84 DEG 54' 53" W 18.18 FT; S 3 DEG 37' 44" W 362.19 FT; S 63 DEG 2' 16" E 18.38 FT; S 4 DEG 18' 29" W 43.84 FT TO BEG.