

WHEN RECORDED, PLEASE RETURN TO:

BGJ Industrial, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

Portions of APN: 26-10-100-006

STORM DRAIN EASEMENT

V & M JONES FAMILY, LLC, a Utah limited liability company and M H JONES FAMILY, LLC, a Utah limited liability company (hereinafter collectively referred to as "Grantor"), whose principal address is 1592 West Cornerstone Drive, South Jordan, UT 84095, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto BGJ INDUSTRIAL, L.C., a Utah limited liability company (hereinafter referred to as "Grantee"), whose principal office address is 101 South 200 East, Suite 200, Salt Lake City, Utah, its successors, assigns, licensees and agents, a permanent irrevocable easement (the "Easement") upon, over, under, across and through the following described tract of land, which the Grantor owns or in which the Grantor has an interest, in Salt Lake County, State of Utah, more particularly described and depicted as follows, to wit:

[See Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area").]

The Easement is granted to Grantee to plan, lay, construct, install, operate, inspect, service, maintain, repair, remove, alter, enlarge, relocate and replace storm water lines and any appurtenances connected thereto in the Easement Area (the "Facilities"), along with the right to use the Facilities for the benefit of the real property described on Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

Grantee shall have the right to plan, lay, construct, install, operate, inspect, service, maintain, repair, remove, alter, enlarge, relocate and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across the Easement Area and Grantor's land lying adjacent to the Easement Area (together with the Easement Area (the "Grantor's Land")). Grantee shall have the right to clear and remove all trees and other obstructions that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Nothing contained in agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Area or Facilities for the general public, however, if requested by Grantee, Grantor will execute such documents as are necessary to dedicate the Easement Area and the Facilities to any applicable governmental agency, quasi-governmental agency or utility company.

This agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This agreement shall inure to the benefit of, and shall be binding on, each owner of the Grantee's Land and its successors and/or assigns and each owner of the Grantor's Land and its successors and assigns. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this agreement.

[signature page follows]

Signed and delivered this 27th day of April, 2023.

V & M JONES FAMILY, LLC, a Utah limited liability company

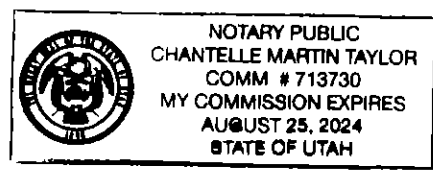
By: [Signature]
Its: [Signature]

STATE OF Utah)
): SS
COUNTY OF Salt Lake)

On this 20th day of April, 2023, personally appeared before me Michael L Jones, who being by me duly sworn did say that s/he is the Manager of V & M JONES FAMILY, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company

[Signature]
NOTARY PUBLIC

My Commission Expires: 08-25-2024
Residing in Utah County, Utah



M H JONES FAMILY, LLC, a Utah limited liability company

By: *Michael L Jones*
Its: *Manager*

STATE OF *Utah*)
: SS.
COUNTY OF *Salt Lake*)

On this 20th day of April, 2023, personally appeared before me Michael L Jones, who being by me duly sworn did say that s/he is the Manager of M H JONES FAMILY, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Chantelle Martin Taylor
NOTARY PUBLIC

My Commission Expires 08 25 2024
Residing in *Utah County, Utah*

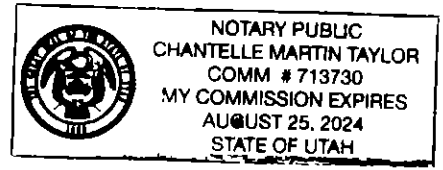


EXHIBIT "A"

Beginning at a point being North 01°06'59" East 957.16 feet and East 220.99 feet from the Center of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said Center of Section being South 01°06'59" West 2,676.58 feet from the North Quarter Corner of said Section 10; and running

thence North 30.00 feet;
thence East 36.32 feet;
thence North 00°26'48" East 339.02 feet;
thence South 89°42'10" East 281.53 feet;
thence South 87°59'14" East 100.20 feet;
thence South 89°42'10" East 589.59 feet;
thence South 01°06'00" West 25.00 feet;
thence North 89°42'10" West 589.62 feet;
thence North 87°59'14" West 100.20 feet;
thence North 89°42'10" West 251.22 feet;
thence South 00°26'48" West 343.86 feet;
thence West 66.09 feet to the point of beginning.

Contains 35,684 Square Feet or 0.819 Acres

EXHIBIT "B"

Grantee's Land

The following real property located in Salt Lake County, Utah:

Beginning at a point on the northerly right-of-way line 9800 South Street, said point also being the Center of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said Center of Section being South 01°06'59" West 2,676.58 feet from the North Quarter Corner of said Section 10; and running

thence North 89°33'12" West 602.14 feet along said northerly right-of-way line to the easterly right-of-way line of 6900 West Street

thence along said easterly right-of-way line the following two (2) courses:

(1) Northwesterly 25.01 feet along the arc of a 16.00 foot radius curve to the right (center bears North 00°26'48" East and the chord bears North 44°46'36" West 22.54 feet with a central angle of 89°33'12");

(2) North 936.28 feet;

thence East 923.72 feet;

thence South 00°26'48" West 889.33 feet;

thence North 89°33'12" West 10.00 feet;

thence South 00°26'48" West 70.00 feet to said northerly right-of-way line 9800 South Street;

thence North 89°33'12" West 288.26 feet along said northerly right-of-way line to the point of beginning.

Contains 878,517 Square Feet or 20.168 Acre

Tax Parcel Numbers: A portion of 26-10-100-006