

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Salt Lake City Corporation
c/o: Real Estate Services
PO Box 145460
Salt Lake City, UT 84114-5460

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("**City**"), and LJRGFCO, L.L.C., a Utah limited liability company ("**LJRGFCO**"), to be effective on the Close of Escrow under the Purchase Agreement defined below ("**Effective Date**"), with reference to the following facts. The City and LJRGFCO are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. LJRGFCO owns that certain real property located at 775 N. Warm Springs Road, Salt Lake City, Utah (the "**LJRGFCO Property**").

B. On or about ~~2023~~ ^{September 8}, 2023, LJRGFCO (as Buyer) and the City (as seller) entered into that certain Agreement to Purchase Real Property ("**Purchase Agreement**") pursuant to which the City (as seller) is selling and transferring to LJRGFCO (as Buyer) certain Property located adjacent to the LJRGFCO Property with access to Warm Springs Road, as further described and defined in the Purchase Agreement (the "**Transaction**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

C. Through the close of the Transaction, LJRGFCO will acquire from the City and own certain real property located in Salt Lake City, Salt Lake County, Utah, consisting of approximately ± 0.550 acres (23,961 square feet), as more particularly described in the Purchase Agreement and depicted on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

D. At the close of the Transaction, the City reserved a non-exclusive utility and access easement in that certain Quit Claim Deed by City to LJRGFCO dated as of the

date hereof (the "**Deed**"). The Parties desire that said easement be on the terms, covenants, and conditions set forth herein.

AGREEMENT

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual agreements and covenants contained herein and for other value consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Reservation of Easement. Pursuant to the Deed, the City reserved a non-exclusive perpetual utility and access easement in, upon, over, under, and across the Property (the "**Easement Area**") for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a current or future water, sewer, storm drainage pipes and/or street lights together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "**Facilities**"), in, upon, over, under, across and through the Property, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby reserved, and all rights and privileges incident thereto (collectively, the "**Easement**"), which is subject to the terms and conditions set forth in this Agreement. Except as described herein, LJRGF CO shall retain the full use and enjoyment of the Easement Area.

2. Use and Purposes.

2.1 The Easement reserved herein may be used by the City for the construction, installation, operation, and continued maintenance, repair, alteration, inspection and replacement of the Facilities, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Easement, and all rights and privileges incident thereto. For purposes of this Agreement, any determination of reasonableness will be made by the City.

2.1.1 Before commencing any Facilities construction, installation, alteration, maintenance, repair, or replacement work on the Easement Area, the City will first notify LJRGF CO in writing of the scope and schedule of work, and the Parties will cooperate so as to minimize any unreasonable disruptions to or interference with the Property and/or the use of or operations on the Property. All such City construction, installation, alteration, maintenance, repair, and/or replacement work must be diligently pursued to completion. Notwithstanding the foregoing, in the event of an emergency as reasonably determined by City, City may access the Easement to do whatever work is needed on the Facilities and shall provide notice to LJRGF CO as soon as reasonably practicable (but at least within 48 hours of the emergency event).

2.1.2 The City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping, or other obstructions of any kind and nature on the Easement Area which may injure or unreasonably interfere with the Facilities and

the City's use, occupation, or enjoyment of the Easement, without liability to LJRFGCO (except to the extent caused by the gross negligence or willful misconduct of the City or its officers, employees, contractors, or agents), and without any obligation of restoration or compensation. The City will endeavor to provide advance written notice to LJRFGCO, except in the case of an emergency as reasonably determined by the City.

2.1.3 The City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Area for all purposes related to the ownership, operation, installation, maintenance, alteration, repair, inspection and replacement of the Facilities, subject to the terms and conditions of this Agreement; provided, however, the City shall provide LJRFGCO with reasonable advanced notice prior to such access, except in the event of an emergency as reasonably determined by City. The City will endeavor to provide advance written notice to LJRFGCO, except in the case of an emergency as reasonably determined by the City.

2.2 LJRFGCO, for itself, for its officers, employees, visitors, invitees, licensees, tenants, contractors, agents, successors, and assigns ("LJRFGCO Parties") does hereby acknowledge, confirm, and agree, without limitation, that it will not make any use of the Easement Area which will unreasonably interfere with the City's authorized use of such Easement Area.

2.2.1 LJRFGCO shall have the right (but not the obligation) to construct improvements (such as gates, fencing, and asphalt or gravel roads or pathways) or landscaping (except for permanent root bound trees and permanent structures or buildings) within the Easement Area, provided such improvements do not unreasonably interfere with the City's access and use of the Easement. LJRFGCO shall have the right to construct, install, alter, maintain, repair, and/or replace fencing and asphalt, gravel, and other hard surface roads or pathways on the Property, as well as gates, including but not limited to, gates on the east side of the Property near Warm Springs Road. Once the City has Facilities installed in the Easement Area, LJRFGCO (or its successors or assigns) shall provide the City with the code or keys to any gates installed on the Property to enable continued City access to the Easement Area and Facilities.

2.2.2 For the avoidance of doubt, the Property may be used by LJRFGCO and the LJRFGCO Parties for the purpose of pedestrian and vehicular egress, ingress, and access over, across, in, upon, under, and through the Property and to and from Warm Springs Road, and for all other related and/or ancillary purposes.

2.3 The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the general public.

2.4 The Easement reserved herein is not exclusive to the City, and LJRFGCO hereby reserves the rights (a) to grant further rights in and to permit other uses of the Easement Area, and (b) for itself and other LJRFGCO Parties to use the Easement

Area, in each case so long as said other uses are not inconsistent with and do not unreasonably interfere with the authorized use of the Easement Area by the City as reserved herein, and in each case subject to the provisions and limitations of this Agreement.

3. Maintenance and Repair. The City hereby agrees:

3.1 Except for the Facilities, not to fence the Easement Area or Facilities contained within such Easement Area and not to erect any type of building, above-ground obstruction, or barrier of a permanent nature on the Property or in any way permanently prevent or hinder use of the Property by LJRGCFO or other LJRGCFO Parties with the exception of (a) incidental, temporary encroachments upon the Easement Area which may occur in conjunction with the construction, installation, alteration, maintenance, repair, or replacement of the Facilities pursuant to and in compliance with the terms and conditions of this Agreement (including, without limitation, the provisions of Article 2 above); and/or (b) reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic and implement appropriate safety and security protocols, so long as the Easement Area is not unreasonably hindered, closed, or blocked;

3.2 To keep the Property and Easement Area free and clear of any liens arising out of any work performed, materials furnished, or obligations incurred by the City (or its successors or assigns);

3.3 Intentionally reserved.

3.4 To comply with all applicable state, local and federal laws, and rules, regulations ; and

3.5 To obtain, at the City's sole cost and expense, all applicable permits and other government authorizations for the construction, installation, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection, and removal of the Facilities within the Easement.

4. Indemnity and Insurance.

4.1 City hereby agrees to indemnify and hold harmless LJRGCFO (and its successors, directors, shareholders, officers, employees, contractors and agents) from and against any and all loss, cost, expense, damages, injury, or liability, including reasonable attorneys' fees, arising in connection with City's acts, omissions, negligence, or willful misconduct to the extent caused by City's use of the Easement Area, except to the extent attributable to and arising from the gross negligence or willful misconduct of LJRGCFO or its agents. City is a governmental entity under the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code) ("the Act") and nothing in this Agreement shall be construed to waive any rights or defenses otherwise applicable under the Act, common law, or any successor governmental immunity statute with respect

to any third party; provided, however, that City acknowledges and agrees that nothing herein shall be construed to allow City to invoke the Act as a defense to its obligation to LJRGFCO.

4.2 LJRGFCO hereby agrees to indemnify and hold harmless City (and its successors, employees, contractors and agents) from and against any and all loss, cost, expense, damages, injury, or liability, including reasonable attorneys' fees, arising in connection with LJRGFCO's acts, omissions, negligence, or willful misconduct to the extent caused by LJRGFCO's use of the Easement Area, except to the extent attributable to and arising from the gross negligence or willful misconduct of City or its agents.

4.3 Notwithstanding the foregoing, by the execution of this Agreement, City certifies that it is self-insured pursuant to the Act and maintains liability coverages in the amount of at least the minimum limits set forth in the Act.

4.4 During and before commencing any Facilities construction, installation, or replacement work on the Easement Area, the City shall cause its applicable contractor(s) to secure and maintain the insurance coverage required by applicable state and local law and to obtain and keep in full force and effect commercial general liability ("CGL") insurance on an occurrence basis (in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate or the amount required under the City's standard insurance requirements for contractors, whichever is greater, including, contractual liability, broad form property damage, products liability, and completed operations), and worker's compensation in accordance with statutory requirements. The CGL limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance and an excess insurance policy. The policy shall protect LJRGFCO, the City, the contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the contractor's operations on or about the Easement Area whether performed by the contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Before commencing any work or construction activities on the Easement Area, the City will cause its applicable contractor(s) to provide LJRGFCO with a certificate of the insurance, evidencing that the coverage required by this Section is in place, and containing the provisions specified herein. If at any time the insurance coverages or minimum limits set forth in the City's standard insurance requirements for contractors or lessees exceed the above-referenced insurance requirements, then the foregoing insurance coverages and limits shall be increased and adjusted to meet or exceed the City's then current standard insurance requirements.

5. Recognition of Title. The Easement reserved herein is subject to all valid and existing licenses, easements, reservations, conditions and matters of public record affecting the Property as of the date this Agreement is recorded in the Official Records of Salt Lake County and not otherwise subordinated hereto.

6. Successors and Assigns. The Easement shall run with the land, may not be assigned or transferred separate or apart from the parcels which they burden or benefit, and shall bind and inure to the benefit of the owners of the Property and their respective successors, assigns, permittees, licensees, tenants, employees, and agents.

7. General Provisions.

7.1 Notices. Any notice or other communication pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To LJRGFCO: LJRGFCO, L.L.C.
775 N Warm Springs Rd.,
Salt Lake City, UT 84116
T: (435) 565-0252
Attn: Lynn Wall

To City: Salt Lake City Corporation
c/o: Real Estate Services
PO Box 145460
451 South State Street, Rm. 425
Salt Lake City, UT 84114-5460
T: (801)535-6230

with a mandatory copy to:

Salt Lake City Department of Public Utilities
Atten: Director and/or Property Manager
P. O. Box 5528
Salt Lake City, Utah 84115

7.2 Merger/Entire Agreement. All Attachments and Exhibits to which reference is made in this Agreement are deemed incorporated into the Agreement whether or not actually attached. This Agreement (including the Attachments, Exhibits and Recitals) is intended to be the entire agreement of the Parties with respect to the subject matter hereof. Except as noted in this paragraph, all prior negotiations and written and contemporary oral agreements between the Parties and their agents with respect to the express subject matter of this Agreement are merged in this Agreement together with its exhibits. This Agreement may be modified only by a writing signed by both Parties.

7.3 Governing Law. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County in which the Property is located. Each Party hereto irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.

7.4 Attorneys' Fees. If any Party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for specific performance of the obligations under, for an alleged breach or default of, or any other action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, whether or not suit is filed or prosecuted to final judgment, the Party determined by the court or referee to be the non-defaulting or prevailing Party shall be entitled to its actual attorneys' and legal fees and to any court or other proceeding costs incurred, in addition to any other damages or relief awarded.

7.5 Miscellaneous. Time shall be of the essence as to all dates and times of performance. Any obligation that falls due or specified time period which ends on a Saturday, Sunday or legal holiday shall be deemed to fall due or end on the next business day. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded. Each Party has received independent legal advice from its attorney(s) with respect to this Agreement and the transaction which is the subject of this Agreement. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution to such Party as the sole source of the language in question. The Parties agree that nothing contained herein shall constitute either Party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

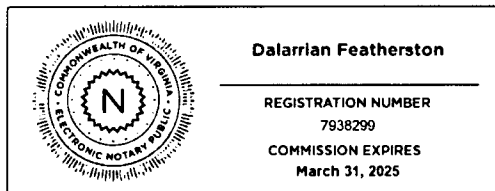
IN WITNESS WHEREOF, LJRGFCO and City have executed this Agreement as of the date first hereinabove written.

"LJRGFCO"

LJRGFCO, L.L.C., a Utah limited liability company

By: Lynn Wall
Name: Lynn Wall
Its: Member-Manager

The foregoing instrument was acknowledged before me on 20th October, 2023
by Lynn Wall as Member-Manager of LJRGFCO, LLC, a
Utah limited liability company.



Dalarrian Featherston
Commonwealth of Virginia County of Hampton
NOTARY PUBLIC
Residing at: Hampton
My Commission Expires: 03/31/2025

Notarized online using audio-video communication

RECORDED
NOV 30 2023
CITY RECORDER

"City"
SALT LAKE CITY CORPORATION, a
Utah municipal corporation,

By: Erin Mendenhall
Erin Mendenhall, Mayor

ATTEST:
Salt Lake City Recorder's Office

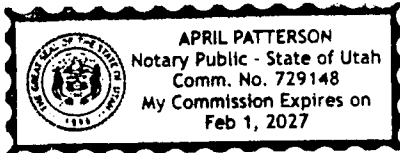
[Signature]
City Recorder

Minutes & Records Clerk

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

[Signature]
Kimberly K. Chytraus, Senior City
Attorney

The foregoing instrument was acknowledged before me on NOV. 29, 2023 by
Erin Mendenhall as Mayor of Salt Lake City Corporation.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, UT
My Commission Expires: 2/1/2027

EXHIBIT "A"

A portion of a Salt Lake City Street (800 North Street) lying and situate in the Southeast Quarter of Section 26, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, State of Utah, being more particularly described as follows:

COMMENCING at the found Street monument at the intersection of 700 West Street and 800 North Street; thence North $89^{\circ}59'29''$ West 64.00 feet along the 800 North Street monument line to the **POINT OF BEGINNING**; thence South $00^{\circ}00'55''$ East 67.86 feet to the northeast corner of Lot 6, Block 98, Plat 'C', Salt Lake City Survey; thence North $89^{\circ}59'29''$ West 333.03 feet along said South line of 800 North Street, also being the north line of said Block 98, to the easterly right-of-way line projection from two found right-of-way monuments for Interstate 15, Utah Department of Transportation Project #I-15-7-26(307); thence North $30^{\circ}36'26''$ West 78.85 feet along said easterly line to the monument line of 800 North Street; thence South $89^{\circ}59'29''$ East 373.16 feet along said monument line to the **POINT OF BEGINNING**.

Contains 23,961 square feet / 0.550 acres.

