

WHEN RECORDED, MAIL TO:

Thyme Global LLC  
Attn: Legal Department  
389 South 1300 West  
Pleasant Grove, Utah 84042



ENT 167647:2021 PG 1 of 12  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Sep 29 12:19 pm FEE 46.00 BY JR  
RECORDED FOR THYME GLOBAL LLC

Parcel Numbers: 14:060:0012, 14:059:0062  
14:060:0088, 37:340:0001

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### DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement (this "**Declaration**") is made and entered into effective as of Sept. 29, 2021 by Thyme Global LLC, a Wyoming limited liability company ("**Thyme Global**").

A. Thyme Global is the current owner of that certain parcel of real property located in Utah County, Utah, as more particularly described on Exhibit A ("**Burdened Property**"), and in such capacity is referred to herein as the "**Burdened Property Owner**."

B. Thyme Global is also the current owner of those certain parcels of real property located in Utah County, Utah, situated to the east of the Burdened Property, as more particularly described on Exhibit B (collectively, "**Benefited Properties**" and together with the Burdened Property, the "**Properties**" and each, a "**Property**"), and in such capacities is referred to herein as the "**Benefited Property Owners**."

C. The Burdened Property Owner and the Benefited Property Owners, together with their successors and assigns, are each sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners**."

D. A private access road has been constructed across the eastern portion of the Burdened Property, connecting 400 North, a public street, to the Properties in Lindon, Utah, as such private access road is more particularly described on Exhibit C and shown on Exhibit D attached hereto (the "**Access Road**"), for the purpose of providing each of the Owners egress and ingress to and from their respective Properties and 400 North.

E. Subject to the terms and conditions set forth herein, Thyme Global desires to establish certain rights and maintenance obligations for the easement set forth below with respect to the Access Road for the benefit of the Benefited Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. Access Road Easement. The Burdened Property Owner, as the owner of the Burdened Property, hereby creates, grants, conveys, transfers, and assigns, without warranty, to the Benefited Property Owners, for the benefit of their respective Benefited Properties and all of

their respective owners, employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees thereof ("**Permittees**"), a nonexclusive, perpetual easement and right of way of access, passage and use, both pedestrian and vehicular (including without limitation trucks and construction traffic), on, over, upon and across the Access Road for the purpose of ingress and egress to and from 400 North and the Benefitted Parcels. No Owner may modify the course of any portion of the Access Road without the prior written consent of the other Owners, provided that consent for non-material changes shall not be unreasonably withheld, conditioned or delayed. Use of the Access Road shall be at the sole risk and hazard of the Owners and their Permittees, and no Owner shall have any liability for any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of (x) any entry by such person upon, the use of, or any work performed on the Access Road, or (y) the maintenance, repair and replacement of the Access Road, except to the extent caused by such Owner's gross negligence or willful misconduct. Each Owner, on behalf of itself and its Permittees, releases the other Owners and their Permittees from any and all claims relating to the condition or use of the Access Road other than the enforcement of this Declaration.

2. Maintenance, Repair and Replacement. The Burdened Property Owner, on the one hand, and the Benefitted Property Owners, on the other hand, shall share equally the costs of maintaining, repairing and replacing the Access Road; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner's cost. Subject to the foregoing, the Burdened Property Owner shall be solely responsible to perform the maintenance, repair and replacement of the Access Road 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. For purposes of clarity, the maintenance, repair and replacement obligations of the Access Road shall include: (a) maintaining and repairing the surface of the roadway area; (b) removing all trash, debris and other refuse from and periodically sweeping the road area to the extent necessary to maintain the same in a clean, safe and orderly condition; (c) maintaining striping and signage as needed; (e) arranging for prompt removal of snow, ice, and other weather-related hazards; and (f) performing any and all such other duties, whether specifically listed herein or not, as are necessary to maintain the Access Road in a clean, safe and orderly condition.

3. No Barriers. No walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Access Road, and no person is permitted to make any changes to grade elevations, that would materially limit, prevent or impair the use or exercise of the easement established in this Declaration, or the free access and movement of pedestrian and vehicular traffic on and across the Access Road, except temporary barriers as may be reasonably necessary during construction on the Burdened Property provided that such temporary barriers do not completely block reasonable vehicular access to and from the Properties from 400 North. The Owners agree to work together in good faith to resolve any unforeseen circumstances in order to minimize to the extent practicable the impact of any temporary construction within the Access Road.

4. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless each other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants (collectively, the "**Indemnified Party**") from and against

any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by the such Indemnified Party as a result of any action of the indemnifying Owner or its Permittees to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Access Road, except to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Declaration. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees hereby releases any such claims to the extent covered by insurance of any Owner. Nothing in this section is intended to limit the release provided in Section 1.

5. Duration. The easements and each covenant and restriction set forth in this Declaration shall be perpetual.

6. Covenants Run with Land. Each right and obligation in this Declaration (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 Property; 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 Property shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Property.

7. Third-Party Beneficiaries. This Declaration 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 Declaration.

8. Miscellaneous.

8.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration 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.

8.2 Subject to Section 8.4, 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 Declaration, 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 8.4, below, all of the remedies permitted or available to an Owner under this Declaration 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.

8.3 No waiver by any Owner of any default under this Declaration 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 Declaration 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 Declaration.

8.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; 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 Property. 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.

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

8.6 This Declaration 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 Property or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Declaration 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 Property subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Property shall be released from all further obligations under this Declaration 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. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Properties to the general public or for the public, or for any public purpose.

8.7 This Declaration, together with all exhibits hereto, contains the entire agreement of the Owners with respect to the subject matter hereof.

8.8 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Declaration shall be effective unless such amendment has been executed and notarized by the Owners of the Properties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

8.9 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 Property 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 Property.

8.10 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 Properties

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

IN WITNESS WHEREOF, Thyme Global has executed this Declaration of Access Easement the day and year first above written.

**THYME GLOBAL:**

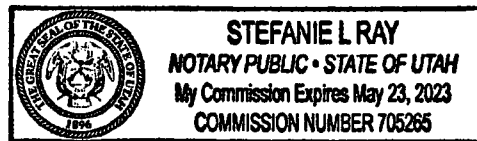
THYME GLOBAL LLC,  
a Wyoming limited liability company

By: [Signature]  
Name: David Stirling  
Title: Director

STATE OF UTAH )  
COUNTY OF Utah )  
:SS.

On this 29<sup>th</sup> day of Sept., 2021, personally appeared before me David Stirling, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

[Signature]  
Notary Public  
My Commission Expires: 5-23-23



**EXHIBIT A**

(Legal Description of Burdened Property)

Parcel Number: 37:340:0001

LOT 1, PLAT A, DOTERRA LINDON SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, Utah County, State of Utah.

**EXHIBIT B****(Legal Description of Benefited Properties)**

Parcel Numbers: 14:060:0012, 14:059:0062 & 14:060:0088

**Parcel 1:**

Commencing 10.75 Chains South and 1.83 Chains West of the Northeast Corner of the Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 4.37 Chains; thence South 10 Chains; thence East 6.20 Chains; thence North 8.70 Chains; thence North 49°52'10" West 140 feet to beginning.

Less and Excepting from Parcel 1 that portion of ground conveyed by that certain Boundary Line agreement recorded October 16, 1995 as entry No. 69774 in Book 3791 at Page 403 of Official Records.

**Parcel 2:**

Commencing 19 Chains North of the Southwest Corner of the Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 3.70 Chains; thence North 360 feet; thence North 49°52'10" West 333 feet; thence South 8.70 Chains to beginning.

**Parcel 3:**

Commencing 3.90 Chains East and 20 Chains South of the North Quarter Corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 6.82 Chains; thence North 49°52'10" West 605 feet; thence South 387 feet to beginning.

Less and Excepting from Parcel 3 that portion of ground conveyed to the State Road Commission of Utah for Highway Purposes by that Certain Warranty Deed recorded September 3, 1959 as Entry No. 13676 in Book 822 at Page 272 of Official Records, being a tract of land for Highway know as Project No. 15-6 situated in the Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian said tract of land is contained within two side Lines parallel to and at distances of 125.0 feet Northeasterly and 125.0 feet Southwesterly from the Center Line of survey of said project. Said Center Line is described as follows:

Beginning at the intersection of the West Boundary Line of the Grantor's Land and said Center Line of survey which point is 732. 7 feet West along the North Line of said Section 31 and approximately 1284 feet South 49°52'10" East along said Center Line of survey, from the North Quarter Corner of said Section 31; thence South 49°52'10" East 875 feet, more or less, to the intersection of said Center Line of said survey and Center Line of an East-West County Road as shown on the Official Map of said project on file in the Office of the State Road Commission of Utah.



**Less and Except:**

A parcel of land in fee, incident to the construction of a freeway known as Project No. MP-I15-6, being part of an entire tract of property, situate in the Southeast Quarter Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the Westerly Boundary Line of said entire tract and the existing Northerly Right-of-Way Line of Lindon City 400 North Street, which point is 1373.75 feet, more or less, South  $0^{\circ}21'57''$  East (Record 1369.50 feet South) along the Quarter Section Line and 409.20 feet South  $89^{\circ}48'23''$  West (Record 409.20 feet West) from the North Quarter Corner of said Section 31; and running thence North  $0^{\circ}21'57''$  West 33.87 feet along said Westerly Boundary Line; thence South  $89^{\circ}52'11''$  East 99.27 feet to the point of tangency of a 1,042.00 foot radius curve to the right at a point 42.00 feet perpendicularly distant Northerly from the Centerline of said 400 North Street of said project, opposite approximate Engineers Station 31 + 15.56; thence Easterly 258.35 feet along the arc of said curve, (chord bears South  $82^{\circ}46'01''$  East 257.69 feet); thence South  $89^{\circ}48'23''$  West 354.69 feet to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 8,963 square feet in area or 0.206 acres.

Two (2) parcels of land in fee, incident to the construction of a freeway known as Project No. MP-I15-6, being part of an entire tract of property, situate in the Northeast Quarter Northwest Quarter; Southwest Quarter Northeast Quarter and Northwest Quarter Northeast Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcels of land are described as follows:

Beginning at the intersection of the existing Southwesterly Highway Right-of-Way and no access Line of I-15 and the Northerly Boundary Line of said entire tract, which point is 710.12 feet South  $0^{\circ}21'57''$  East (Record 709.50 South) along the Section Line and 97.71 feet West (Record 120.78 feet West) from the North Quarter Corner of said Section 31; and running thence South  $49^{\circ}51'34''$  East 454.94 feet (Record South  $49^{\circ}52'10''$  East) along said existing Highway Right-of-Way and no access Line to a point 125.23 feet perpendicularly distant Southwesterly from the Centerline of said project, opposite approximate Engineers Station 4191+67.32; thence North  $51^{\circ}05'03''$  West 466.72 feet to the Northerly Boundary Line of said entire tract at a point 135.18 feet perpendicularly distant Southwesterly from the Center Line of said project, opposite approximate Engineers Station 4196+33.94; thence North  $89^{\circ}38'03''$  East 15.36 feet along said Northerly Boundary Line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 2,269 square feet in area or 0.052 acre.

**ALSO:**

Beginning at the intersection of the existing Southwesterly Highway Right-of-Way and no access line of I-15 and the Southerly Boundary Line of said entire tract, which point is 244.20 feet North  $89^{\circ}32'38''$  East (Record 257.40 East) along the Section Line and 1374.87 feet South  $0^{\circ}21'57''$  East (Record 1320.00 South) and 438.05 feet North  $89^{\circ}48'23''$  East (Record 450.12 feet East) from the North Quarter Corner of said Section 31; and running thence South  $89^{\circ}48'23''$  West

81.26 feet along said Southerly Boundary Line to a point 115.00 feet perpendicularly distant Northwesterly from the Centerline of Proctor land of said project, opposite approximate Engineers Station 51+28.47; thence North 23°58'51" East 54.76 feet to said Southwesterly Highway Right-of-Way and no access Line of I-15, at a point 125.23 feet perpendicularly distant Southwesterly from the Centerline of said project, opposite approximate Engineers Station 4186+73.63; thence South 49°51'35" East (Record South 49°52'10" East) 77.18 feet to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation. The above described parcel of land contains 2,030 square feet in area or 0.047 acre.

The combined area of the above less and excepted described land contains 4,299 square feet in area or 0.099 acres.

**EXHIBIT C****(Legal Description of the Access Road)**

An Access Easement of varied width located in the Northwest Quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in the City of Lindon, Utah County, Utah:

A 40.00-foot-wide Access Easement, being 20.00 feet on each side of the following described centerline:

Beginning at a point on the North Line of 400 North Street as dedicated to 33.00-foot half-width, located 2242.30 feet North 89°30'54" East along the North Line of said Section 31; 1360.89 feet South 0°29'06" East to the Southeast Corner of Lot 1, doTERRA Lindon Subdivision, Plat A, recorded as Entry No. 134660:2019 and Map No. 16887 in the Official Records of the Utah County Recorder; and 35.72 feet South 89°57'46" West along the South Line of said Lot 1 and said North Line of 400 North Street from a Brass Cap Monument found marking the Northwest Corner of said Section 31; and running thence North 0°02'14" West 329.09 feet to a point hereinafter referred to as 'Point A'; thence North 0°02'14" West 291.95 feet to a point hereinafter referred to as 'Point B' and the termination of this easement centerline.

Also: A 30.00-foot-wide Access Easement, being 15.00 feet on each side of the following described centerline:

Beginning at previously described reference 'Point A' and running thence North 89°57'46" East 102.02 feet to the termination of this easement centerline.

Also: A 30.00-foot-wide Access Easement, being 15.00 feet on each side of the following described centerline:

Beginning at previously described reference 'Point B' and running thence North 89°57'46" East 101.74 feet to the termination of this easement centerline.

Note: The sidelines of this easement should be extended or shortened to exactly match the Grantor's property lines.

**EXHIBIT D**

(Depiction of the Access Road)

The following depiction of the Access Road is outlined in red and is for illustrative purposes only and shall not be binding on the Owners.

