



WHEN RECORDED, MAIL TO:

Built Properties, LLC  
2406 E Valley Dr  
Eagle Mountain, UT 84025  
Attn: Todd Soellberg

Parcel Numbers: SG-5-3-20-4440-CD2, SG-5-3-20-4412-CD2

### DECLARATION OF ACCESS AND DRAINAGE EASEMENT

This Declaration of Access and Drainage Easement (this “*Declaration*”) is made and entered into effective as of October 27, 2025 by BUILT PROPERTIES, LLC, a Utah limited liability company (“*Built Properties*”).

A. Built Properties is the current owner of that certain real property located in Washington County, Utah, more particularly described on Exhibit A (“*Parcel 1*”), and in such capacity is referred to herein as the “*Parcel 1 Owner*.”

B. Built Properties is also the current owner of that certain real property located in Washington County, Utah, more particularly described on Exhibit B (“*Parcel 2*” and together with Parcel 1, the “*Properties*” and each, a “*Property*”), and in such capacity is referred to herein as the “*Parcel 2 Owner*.”

C. The Parcel 1 Owner and the Parcel 2 Owner, 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 entrance and driveway has been constructed, or will be constructed, across Parcel 1 and Parcel 2, connecting each Property to Commerce Drive, a public street, as such private access entrance and driveway is legally described on Exhibit C-1 and shown on Exhibit C-2 attached hereto (the “*Access Area*”), for the purpose of providing each of the Owners egress and ingress to and from their respective Properties and Commerce Drive.

E. In connection with the development of the Properties, the Owners intend to construct certain Drainage Facilities, as defined below.

F. Subject to the terms and conditions set forth herein, the Owners desire to establish reciprocal rights and maintenance obligations for the easements set forth below with respect to the Access Area and the Drainage Facilities, for the benefit of each Property.

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

1. Access Area Easement. Each Owner, as the owner of its respective Property, hereby grants, conveys, transfers, and assigns, without warranty, to the other Owner, for the benefit of its respective Property and all of its 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, on, over, upon and across the Access Area, as any portion thereof exists and if and when completed, for the purpose of (a) obtaining ingress and egress to and from Commerce Drive, (b) access to such Owner’s Property, (c) access related to such Owner’s business,

(d) access necessary for the construction, maintenance, repair and replacement of the Access Area and Drainage Facilities, and the improvements located on such Owner's Property, and (e) uses reasonably ancillary thereto. No Owner may modify the course of any portion of the Access Area 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 Area 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 (a) any entry by such person upon, the use of, or any work performed on the Access Area, or (b) the maintenance, repair and replacement of the Access Area, 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 Area other than the enforcement of this Declaration.

2. **Drainage Easement.** Each Owner acknowledges that there currently exists a single surface water and storm drainage system servicing both Properties, and that the Owners intend that surface water and storm water from each Property 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 Declaration (collectively, "***Drainage Facilities***"). Each Owner hereby grants to the other Owner, as an appurtenance to each Property, a reciprocal, perpetual nonexclusive easement (the "***Drainage Easement***") to drain and direct surface and storm water from each Property over, under, upon and across each Property 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. 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.

3. **Maintenance, Repair and Replacement.** The Owners shall retain the responsibility of maintaining, repairing and replacing the portions of the Access Area and the Drainage Facilities situated on their respective Properties, 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; 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. For purposes of clarity, the maintenance, repair and replacement obligations of the Access Area 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 Area in a clean, safe and orderly condition. Promptly after the maintenance, repair or replacement of the Access Area and the Drainage Facilities as described herein, each Owner shall cause the Access Area and the Drainage Facilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work.

4. **No Barriers.** No walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Access Area, 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 Area, except temporary barriers as may be reasonably necessary during construction on one or more of the Properties provided that such temporary barriers do not completely block reasonable vehicular access to and from the Properties from Commerce Drive. 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 Area.

5. **Compliance with Laws.** The Owners agree to comply with all present or future laws, ordinances, orders, judgments, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, agency affecting their respective Property, including, without limitation, any building, zoning and land use laws, to the extent related to the construction, use or maintenance of the Access Area and the Drainage Facilities.

6. **Insurance.** Each Owner agrees to maintain a commercial general liability insurance policy insuring against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Access Area with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than One Million Dollars (\$1,000,000.00), covering the other Owner and all of such other Owner's Permittees. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of such Owner. Each Owner shall provide certificates to the other Owner evidencing such insurance in a form reasonably acceptable to such other Owner.

7. **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 Area and the Drainage Facilities, 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.

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

9. **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.

10. **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.

11. **Miscellaneous.**

11.1 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.

11.2 Subject to Section 11.4, 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 11.4, 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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 Washington 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 Washington County, Utah.

11.9 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.

11.10 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.]*

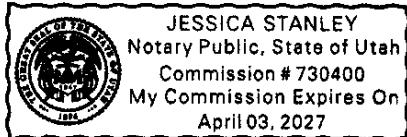
IN WITNESS WHEREOF, Built Properties has executed this Declaration of Access and Drainage Easement the day and year first above written.

BUILT PROPERTIES, LLC,  
a Utah limited liability company

By: Todd Saelberg  
Name: Todd Saelberg  
Title: Manager

STATE OF UTAH )  
:ss.  
COUNTY OF Washington

On this 21 day of October, 2025, personally appeared before me Todd Saelberg, the Manager of Built Properties, LLC, a Utah limited liability company, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he executed the same.



Jessica Stanley  
Notary Public

My Commission Expires: April 03, 2027

**EXHIBIT A**

## (Legal Description of Parcel 1)

All of Parcel 1, BUILT LOTS SUBDIVISION FINAL PLAT, according to the official plat thereof, on file and of record in the office of the Washington County Recorder, Washington County, State of Utah.

**Lot 1**

Beginning at a point being South 88°45'22" East 162.29 feet along the section line and North 06°54'20" West 40.44 feet from the Southwest Corner of Section 17, Township 43 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 42°44'31" East 196.35 feet;  
 thence North 47°15'29" East 66.26 feet;  
 thence South 43°02'40" East 140.16 feet;  
 thence Easterly 83.25 feet along an arc of a 53.00 foot radius non-tangent curve to the right (center bears South 42°44'31" East, long chord bears South 87°44'31" East 74.95 feet with a central angle of 90°00'00");  
 thence South 42°44'31" East 107.00 feet;  
 thence Easterly 62.83 feet along an arc of a 40.00 foot radius curve to the left (center bears North 47°15'29" East, long chord bears South 87°44'31" East 56.57 feet with a central angle of 90°00'00");  
 thence North 47°15'29" East 14.38 feet;  
 thence South 42°44'31" East 107.18 feet to the Northwesterly line of Commerce Drive;  
 thence South 47°15'29" West 414.93 feet along said Northwesterly line of Commerce Drive to the Northeasterly line of 840 East Street, as found with the Washington County Recorder's Office, Entry No. 20100011826;  
 thence along said Northeasterly line of 840 East Street the following (2) courses;  
 thence Westerly 70.69 feet along an arc of a 45.00 foot radius curve to the right (center bears North 42°44'31" West, long chord bears North 87°44'22" West 63.64 feet with a central angle of 90°00'00");  
 thence North 42°44'31" West 478.39 feet;  
 thence North 61°03'35" East 173.76 feet;  
 thence North 06°54'20" West 199.51 feet to the Point of Beginning.

Containing 201,897 square feet or 4.63 acres.



June 17, 2025

**EXHIBIT B**

## (Legal Description of Parcel 2)

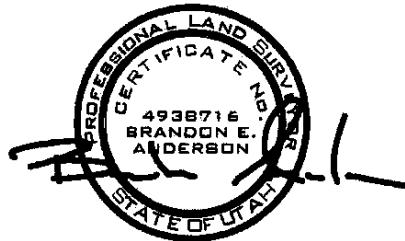
All of Parcel 2, BUILT LOTS SUBDIVISION FINAL PLAT, according to the official plat thereof, on file and of record in the office of the Washington County Recorder, Washington County, State of Utah.

**Lot 2**

Beginning at a point being South 88°45'22" East 162.29 feet along the section line and North 06°54'20" West 40.44 feet from the Southwest Corner of Section 17, Township 43 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 06°54'20" West 146.39 feet;  
 thence North 41°26'40" East 200.93 feet;  
 thence North 66°09'47" East 98.10 feet;  
 thence South 42°44'31" East 750.93 feet to the Northwesterly line of Commerce Drive;  
 thence South 47°15'29" West 204.03 feet along said Northwesterly line Commerce Drive;  
 thence North 42°44'31" West 107.18 feet;  
 thence South 47°15'29" West 14.38 feet;  
 thence Westerly 62.83 feet along an arc of a 40.00 foot radius curve to the right (center bears North 42°44'31" West, long chord bears North 87°44'31" West 56.57 feet with a central angle of 90°00'00");  
 thence North 42°44'31" West 107.00 feet;  
 thence Westerly 83.25 feet along an arc of a 53.00 foot radius curve to the left (center bears South 47°15'29" West, long chord bears North 87°44'31" West 74.95 feet with a central angle of 90°00'00");  
 thence North 43°02'40" West 140.16 feet;  
 thence South 47°15'29" West 66.26 feet;  
 thence North 42°44'31" West 196.35 feet to the Point of Beginning.

Containing 235,677 square feet or 5.41 acres.



June 16, 2025

**EXHIBIT C-1**

## (Legal Description of the Access Area)

Beginning at a point being South 88°45'22" East 872.38 feet along the section line and South 160.34 feet from the Southwest Corner of Section 17, Township 43 South, Range 15 West, Salt Lake Base & Meridian, said point being on the Westerly line of Commerce Drive, as found on file with the Washington County Recorder's Office, Entry No. 20060052417, and running;

thence South 47°15'29" West 226.03 feet along said Westerly line Commerce Drive;

thence North 42°44'31" West 107.92 feet;

thence Northeasterly 7.67 feet along an arc of a 40.00 foot radius non-tangent curve to the left (center bears North 31°45'29" West, long chord bears North 52°45'00" East 7.66 feet with a central angle of 10°59'02");

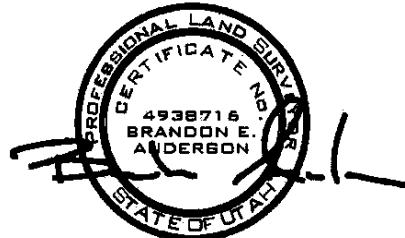
thence North 47°15'29" East 36.38 feet;

thence South 42°44'31" East 8.26 feet;

thence North 47°15'29" East 182.03 feet;

thence South 42°44'31" East 98.92 feet to the Point of Beginning.

Containing 22,725 square feet or 0.52 acres.



July 15, 2025

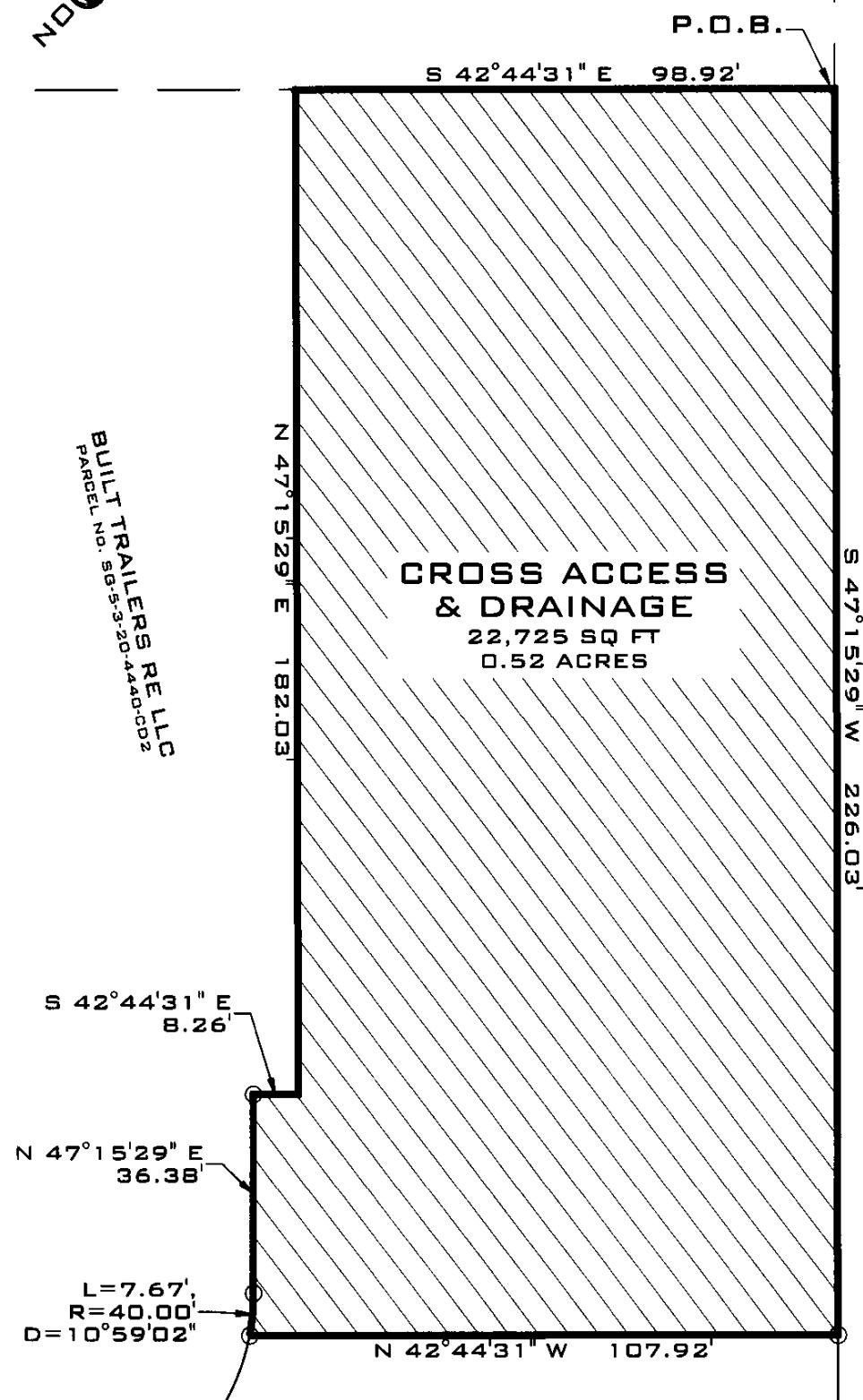
**EXHIBIT C-2**

(Depiction of the Access Area)

The following depiction of the Access Area is for  
illustrative purposes only and shall not be binding on the Owners

[To Be Attached]

NORTH



BUILT TRAILERS RE LLC  
PARCEL NO. SG-5-3-20-4440-CD2

## EXHIBIT MAP

DATE: 07/15/25	
JOB NO.: 14328-34	
DRAWN BY: C.G.A.	
SCALE: 1"-30'	
DXB: SURVEY EXHIBIT	
REVISIONS	
1	
ROSENBERG	
A S S O C I A T E S	
CIVIL ENGINEERS • LAND SURVEYORS	
	
352 EAST RIVERSIDE DRIVE, SUITE A-2 ST. GEORGE, UTAH 84770 435.673.8586 WWW.RACIVIL.COM	

SHEET  
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OF 1 SHEETS