

Grove Ventures II, LLC
1178 W Legacy Crossing Blvd #100
Centerville, Ut 94014

414393

DECLARATION OF ACCESS, MAINTENANCE AND EASEMENT AGREEMENT

40-500-0008

This DECLARATION OF ACCESS, MAINTENANCE AND EASEMENT AGREEMENT (this “**Agreement**”), dated as of the 14th day of August, 2019 (the “**Effective Date**”), is entered into by Grove Ventures II, LLC, a Utah limited liability company (hereinafter “**Grantor**”), having an address at 1178 West Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014. This Agreement will become effective upon recording of the deed transferring either Lot 9, Lot 10, or Lot 11 from Grantor to any other party.

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in the City of Pleasant Grove, County of Utah and State of Utah, designated as Plat “C”, Lots 9, 10, and 11 on the Official Map of the Office of the Utah County Recorder and commonly known as Grove Commons, hereinafter referred to as “**Property**” and more particularly described by the description set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, Grantor intends to sell those certain portions of the of the Property, each as more particularly described as “**Lot 9**”, “**Lot 10**”, and “**Lot 11**”, respectively, on Exhibit B attached hereto and incorporated herein by this reference for all purposes (Lot 9, Lot 10, and Lot 11, collectively the “**Lots**”, and each, a “**Lot**”);

WHEREAS, in connection with the transactions described above, Grantor desires to set forth the terms whereby future owners of the Lots will each have access to the Easement Area (defined below);

WHEREAS, in connection with the transactions described above, Grantor desires to provide to each of the future owners of Lot 10 and Lot 11 rights to use half of the panel positions on a certain monument sign (the “**Monument Sign**”) located on Lot 9 and more particularly identified on Exhibit C attached hereto and made a part hereof, and to set forth the terms whereby such future owners of those Lots will share the maintenance costs of the Monument Sign, as such terms as set forth herein;

WHEREAS, Grantor is willing to grant to the future owners of the Lots an easement for vehicular and pedestrian ingress and egress to and from each such Lot, respectively, over such portions of the other Lots (the “**Easement Area**”), more particularly described on Exhibit C attached hereto and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration paid to Grantor in connection with the closing of transactions described above, and covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant.

- A. Grantor hereby grants and conveys to all of the Lot owners, and to the agents, customers, invitees, licensees, tenants and employees of the Lot owners and their heirs, legal representatives, successors, and assigns, and to any future owner of Lot 9, Lot 10, or Lot 11 (the “**Owners**”; and each, individually, an “**Owner**”), a perpetual, non-exclusive easement for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all business and occupants of the buildings constructed on the Property (the “**Drive Easement**”) in, under, upon, about, over, and through the Easement Area located on the Property, for the benefit of each of the Owners and shall be appurtenant to the other Lots forming the Property for the purposes described herein. The Easement shall serve the purpose of the Owners’ vehicular and pedestrian ingress and egress to the other Lots forming the Property.
- B. Grantor, as the owner of Lot 9, hereby grants and conveys to the Owners of Lot 10 and Lot 11, their heirs, legal representatives, successors, and assigns, and to any future Owner of Lot 10 and Lot 11, a perpetual,

exclusive easement and right to construct, maintain, operate, replace, and otherwise use the Monument Sign, at the cost and expense of the Owners of Lot 10 and Lot 11, as more fully set forth herein (the “**Sign Easement**”); together with the Drive Easement, the “**Easement**”), for the benefit of Lot 10 and Lot 11 and shall be appurtenant to Lot 9 for the purposes described herein. The Sign Easement shall serve the purpose of those certain Owners’ ability to each place signs on certain panels of the Monument Sign as set forth on Exhibit D attached hereto and made a part hereof. Unless an exception is granted by the ownership of Lot 9 (an exception does not constitute a waiver or termination of this provision) the subject monument sign shall not be increased in size nor shall it be used to promote, market and or otherwise advertise third parties or third parties’ interests. Third parties are enterprises that don’t have an ongoing physical presence and business on Lot 10 or Lot 11.

2. Access. The Owners of Lot 10 and Lot 11 shall be permitted access to a reasonable area of Lot 9 nearby the Monument Sign (the “**Access Area**”), upon not less than 10 days prior written notice to the Owner of Lot 9, to perform improvements, maintenance, and repairs as further described herein. The Owner’s of Lot 10 and Lot 11 agree not to interrupt the use of Lot 9 by the Owner of Lot 9, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the Owner of Lot 9. In the event of emergency, the owner of Lot 10 or Lot 11, as applicable, shall provide verbal notice to the Owner of Lot 9 prior to entering onto the Access Area.

3. Maintenance and Repair.

A. The Owners shall maintain the Easement Area in good condition and repair and as more fully set forth in Section 6.4 of that certain Easements with Covenants and Restrictions Affecting Land, dated July 31, 2013 and recorded as entry number 72974:2013 by Jeffery Smith, Utah County Recorder (the “**ECR**”). The respective Owners shall pay the maintenance expense of their Lots. In accordance with Section 6.4 of the ECR, the Owners may appoint a third-party agent to manage the common areas and to be paid by each of the respective Owners of the Easement Area.

B. The Owners of Lot 10 and Lot 11 shall split equally the cost of maintenance and use of the Monument Sign and all costs related to the Sign Easement. The Owner of Lot 9 shall not be responsible for maintaining the Monument Sign.

4. Improvements. The Owners of Lot 10 and Lot 11 may construct improvements or replace the Monument Sign, provided that the replacement sign shall not be constructed larger in height and width and must remain in the same style as originally constructed as of 4/24/15. Such work shall be reasonably related to both the purpose of the Easement and Lot 10 and Lot 11 Owners’ use and enjoyment of the Sign Easement (the “**Improvements**”), upon receipt of the prior written consent of the Lot 9 Owner, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not interfere with the the Lot 9 Owner’s, or any other occupant’s, use and enjoyment of Lot 9.

5. Plans. Upon the Lot 9 Owner’s request, the Owners of Lot 10 and Lot 11 shall provide the Lot 9 Owner with as-built drawings and a survey showing the location of the Improvements.

6. Costs/Lien-Free Construction. Each of the Owners of Lot 10 and Lot 11 shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Lot 9, all costs and expenses incurred by such Owner of Lot 10 or Lot 11 in connection with the construction and maintenance of the Improvements. The Lot 10 and Lot 11 Owner hereby acknowledge and agree that if any lien is filed against Lot 9 as a result of the Easement or such party’s activities in the Easement Area and such Owner has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, such Owner shall be in default of this Agreement, and such other Owners shall have the right to exercise all of their remedies pursuant to this Agreement, at law and in equity.

7. Compliance with Laws. The Owners of Lot 10 and Lot 11 shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public

authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

8. Remedy for Non-Performance. Any amounts which become owing under this Agreement to any Owner which are not paid when due shall bear interest at the rate stated below from the date due until paid. In the event an Owner fails to perform any non-monetary covenant or condition contained in the Agreement within the time periods allotted in this Agreement, or if absent a time period such party fails to commence to perform any covenant or condition contained in this Agreement within ten (10) business days following receipt of written notice from another Owner and thereafter proceed diligently to complete and cure such failure, the other Owner(s) may, but shall not be required to enter the non-performing Owner's property and perform the construction, maintenance and/or repair work abovementioned and receive reimbursement therefor. In such event, within ten (10) business days following written notice of same, the non-performing Owner(s) shall reimburse the other Owner(s) all reasonable costs and expenses incurred by such other Owner(s), as evidenced by paid invoice, in connection with effectuating such cure, plus all interest which shall accrue against such unpaid amount(s) at the rate of interest equal to the prime rate of interest then announced in the Wall Street Journal or the highest rate permitted by applicable law, whichever is less, running from the end of the aforesaid 10-day period until paid in full. The non-performing Owner(s) hereby grant(s) to the other Owners a non-exclusive right of entry and non-exclusive easement and cross, over and under all parts of the non-performing Owner's(') tract for all purposes reasonably necessary to enable the performing Owner(s) (acting directly or through contractors, agents or subcontractors) to perform the terms, provisions or conditions of this Agreement which the non-performing Owner(s) fail(s) or failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of an emergency.

9. Reservation of Rights. All right, title, and interest in and to the Easement Area and/or Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the Owner of such applicable portion of the Easement Area and/or Access Area, provided, however, that such Owner shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Access Area or (b) develop, landscape, or beautify the Access Area in any way which would unreasonably or materially increase the costs to the Owners of Lot 10 and Lot 11 of installing the Improvements or restoring the Access Area after such installation. Each Owner shall have the right to grant additional easement rights in the Easement Area and/or Access Area located within such Owner's Lot, provided the Owner shall not interfere with, or otherwise adversely affect any of the other Owners' rights herein. Each Owner's use and enjoyment of the Easement Area and/or Access Area shall not interfere with, or adversely affect any of the other Owners' rights herein.

10. Relocation. The Owners may relocate the Easement if prior written consent is obtained from both of the non-requesting Owners, which consent may not be unreasonably withheld. If any Owner desires to relocate the Easement and/or Easement Area, such Owner shall send a request to relocate the Easement and/or Easement Area, in writing, to the other Owners. The non-requesting Owners shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the Owners agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. All of the Owners, hereby acknowledge and agree that the Owner requesting the relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other Owners, incurred in connection with relocating any portion of the Easement.

11. Reserved Use of Property. Each Owner reserves the right to use the portion of the Easement Area and/or Access Area owned by such Owner in any manner and for any purpose that does not interfere with the other Owners' Easement rights and their use of the Easement.

12. Transferability. The Grantor hereby acknowledges and agrees that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Owners and their respective grantees, heirs, successors, and assigns.

13. Default and Remedies. In the event of a default by an Owner, the non-defaulting Owner(s) may seek any and all remedies permitted by law.

14. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS

AGREEMENT, IN THE EVENT OF A DEFAULT BY AN OWNER HEREUNDER, OR FOR ANY OTHER REASON, SUCH OWNER SHALL NOT BE LIABLE TO THE OTHER OWNER(S) FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

15. Indemnification. Each Owner hereto shall indemnify, defend, and hold the other Owners harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the owner of such lot arising from or by reason of such Owner's access to, or use of the Easement Area or Access Area.

16. Attorneys' Fees. In the event of any dispute between the Owners regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

17. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service. Each Owner may change its address, and addresses for successors and assigns may be added, for the purposes of this Section by giving five (5) days prior written notice of such change to all other Owners in the manner provided in this Section.

18. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each Owner subject hereto.

19. Time of the Essence. Time is of the essence and that time specifications contained herein shall be strictly construed.

20. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARDS TO CONFLICTS OF LAWS PRINCIPLES.

21. Miscellaneous. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Authority. The Grantor represents and warrants that the Grantor has the authority to execute this Agreement and each individual signing on behalf of Grantor states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

23. Further Cooperation. Each of the Owners subject agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date first written above.

GRANTOR:

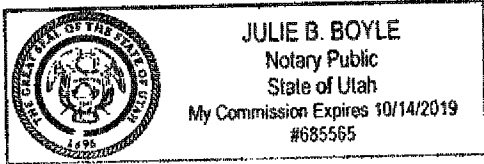
Grove Ventures II, LLC,
a Utah limited liability company

By: *Spencer H. Wright*
Name: Spencer H. Wright
Title: MANAGER

STATE OF UTAH

COUNTY OF DAVIS

This instrument was acknowledged before me on the 14 day of August, 2019, by Spencer H. Wright, the Manager of Grove Ventures II, LLC, a Utah limited liability company on behalf of said limited liability company.



Julie B. Boyle
Notary Public in and for the State of Utah

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

All of Lots 9, 10, and 11, GROVE COMMONS SUBDIVISION, PLAT "C", according to the Official Plat thereof recorded August 12, 2019 as Entry No. 76303:2019 in the Office of the Utah County Recorder, located in the SW1/4 of Section 19, T5S, R2E, SLB&M, Pleasant Grove, Utah, more particularly described as follows:

Beginning at a point located East 1,627.51 feet and South 138.21 feet from the West 1/4 Corner of Section 19, T5S, R2E, SLB&M (Basis of Bearing: N0°24'14"W along the Section line between the West 1/4 Corner and Northwest Corner of said Section 19); thence S72°54'46"E 360.02 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 26.00 feet (radius bears: S46°28'35"E) a distance of 12.17 feet through a central angle of 26°49'04" Chord: S30°06'53"W 12.06 feet; thence S16°42'22"W 45.71 feet; thence along the arc of a curve to the right with a radius of 102.00 feet a distance of 12.68 feet through a central angle of 07°07'30" Chord: S20°16'07"W 12.68 feet; thence S23°49'52"W 84.17 feet; thence along the arc of a curve to the left with a radius of 100.00 feet a distance of 12.44 feet through a central angle of 07°07'30" Chord: S20°16'07"W 12.43 feet; thence S16°42'22"W 18.19 feet; thence along the arc of a curve to the left with a radius of 14.00 feet a distance of 21.99 feet through a central angle of 90°00'00" Chord: S28°17'38"E 19.80 feet; thence S73°17'38"E 100.76 feet; thence South 322.26 feet; thence West 293.91 feet; thence N00°00'01"E 497.25 feet; thence N87°17'59"W 93.60 feet; thence N01°47'01"E 145.02 feet to the point of beginning.

Contains: 3.80 acres+/-

Depicted as all of Lot 9, Lot 10, and Lot 11 below:

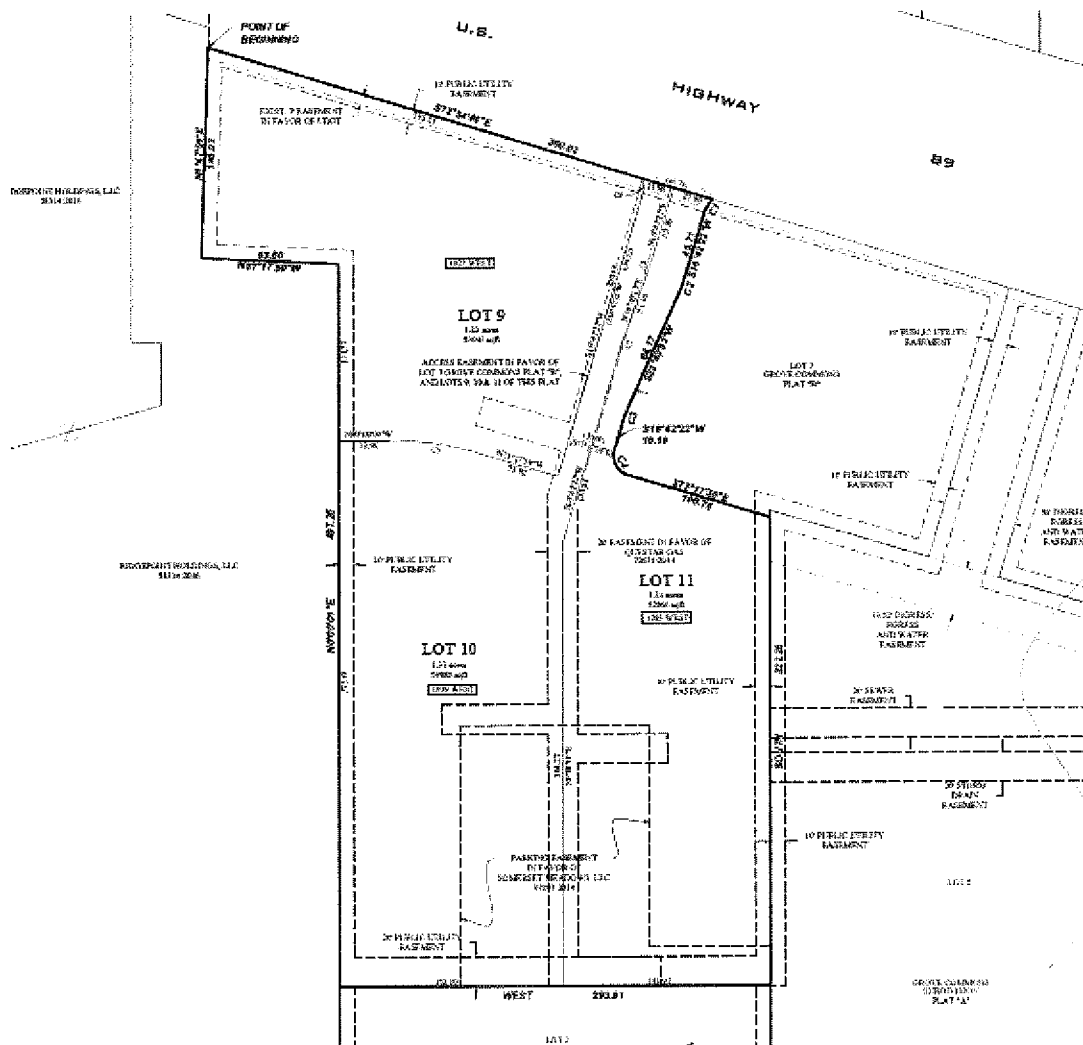


EXHIBIT B
LEGAL DESCRIPTION OF LOT 9, 10, & 11

LOT 9 (and depicted as Lot 9 on the page below):

All of Lot 9, GROVE COMMONS SUBDIVISION, PLAT "C", according to the Official Plat thereof recorded August 12, 2019 as Entry No. 76303:2019 in the Office of the Utah County Recorder, located in the SW1/4 of Section 19, T5S, R2E, SLB&M, Pleasant Grove, Utah, more particularly described as follows:

Beginning at a point located East 1,627.51 feet and South 138.21 feet from the West 1/4 Corner of Section 19, T5S, R2E, SLB&M (Basis of Bearing: N0°24'14"W along the Section line between the West 1/4 Corner and Northwest Corner of said Section 19); thence S72°54'46"E 310.25 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 26.00 feet (radius bears: S79°04'10"W) a distance of 12.54 feet through a central angle of 27°38'11" Chord: S02°53'16"W 12.42 feet; thence S16°42'22"W 200.98 feet; thence N73°17'38"W 55.92 feet; thence along the arc of a curve to the left with a radius of 214.50 feet a distance of 62.54 feet through a central angle of 16°42'22" Chord: N81°38'49"W 62.32 feet; thence West 33.96 feet; thence N00°00'01"E 121.57 feet; thence N87°17'59"W 93.60 feet; thence N01°47'01"E 145.02 feet to the point of beginning.

Contains: 53,043 square feet or 1.22 acres+/-

LOT 10 (and depicted as Lot 10 on the page below):

All of Lot 10, GROVE COMMONS SUBDIVISION, PLAT "C", according to the Official Plat thereof recorded August 12, 2019 as Entry No. 76303:2019 in the Office of the Utah County Recorder, located in the SW1/4 of Section 19, T5S, R2E, SLB&M, Pleasant Grove, Utah, more particularly described as follows:

Beginning at a point located East 1,627.51 feet, South 138.21 feet and S72°54'46"E 310.25 feet from the West 1/4 Corner of Section 19, T5S, R2E, SLB&M (Basis of Bearing: N0°24'14"W along the Section line between the West 1/4 Corner and Northwest Corner of said Section 19); thence S72°54'46"E 21.96 feet; thence S16°42'22"W 53.96 feet; thence along the arc of a curve to the right with a radius of 77.00 feet a distance of 4.10 feet through a central angle of 03°02'51" Chord: S18°13'48"W 4.10 feet; thence S19°45'13"W 51.16 feet; thence along the arc of a curve to the left with a radius of 119.00 feet a distance of 6.33 feet through a central angle of 03°02'52" Chord: S18°13'48"W 6.33 feet; thence S16°42'22"W 140.94 feet; thence South 304.27 feet; thence West 152.00 feet; thence N00°00'01"E 375.68 feet; thence East 33.96 feet; thence along the arc of a curve to the right with a radius of 214.50 feet a distance of 62.54 feet through a central angle of 16°42'22" Chord: S81°38'49"E 62.32 feet; thence S73°17'38"E 55.92 feet; thence N16°42'22"E 200.98 feet; thence along the arc of a curve to the left with a radius of 26.00 feet a distance of 12.54 feet through a central angle of 27°38'11" Chord: N02°53'16"E 12.42 feet to the point of beginning.

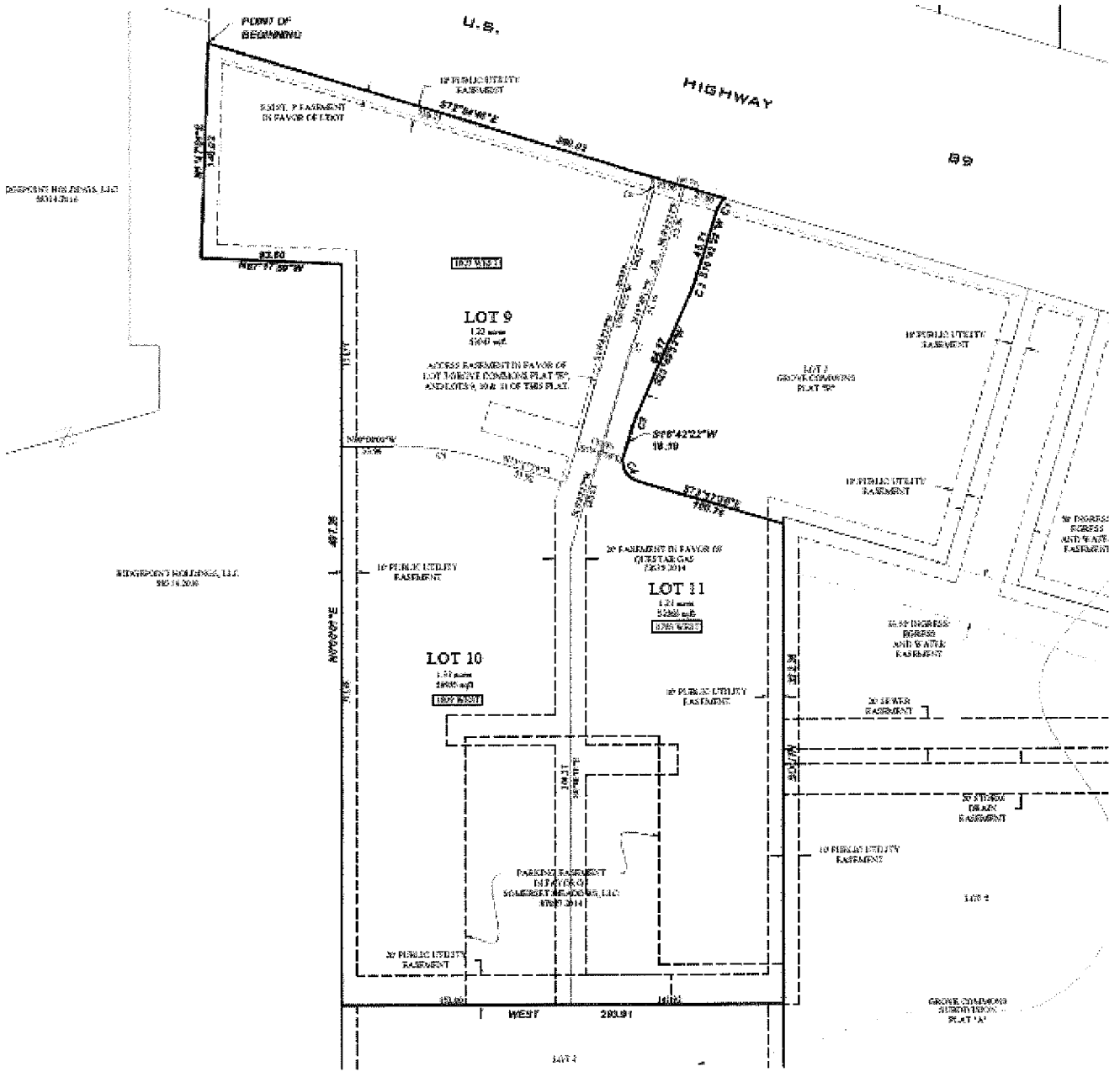
Contains: 59,885 square feet or 1.37 acres+/-

LOT 11 (and depicted as Lot 11 on the page below):

All of Lot 11, GROVE COMMONS SUBDIVISION, PLAT "C", according to the Official Plat thereof recorded August 12, 2019 as Entry No. 76303:2019 in the Office of the Utah County Recorder, located in the SW1/4 of Section 19, T5S, R2E, SLB&M, Pleasant Grove, Utah, more particularly described as follows:

Beginning at a point located East 1,627.51 feet, South 138.21 feet and S72°54'46"E 332.21 feet from the West 1/4 Corner of Section 19, T5S, R2E, SLB&M (Basis of Bearing: N0°24'14"W along the Section line between the West 1/4 Corner and Northwest Corner of said Section 19); thence S72°54'46"E 27.80 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 26.00 feet (radius bears: S46°28'35"E) a distance of 12.17 feet through a central angle of 26°49'04" Chord: S30°06'53"W 12.06 feet; thence S16°42'22"W 45.71 feet; thence along the arc of a curve to the right with a radius of 102.00 feet a distance of 12.68 feet through a central angle of 07°07'30" Chord: S20°16'07"W 12.68 feet; thence S23°49'52"W 84.17 feet; thence along the arc of a curve to the left with a radius of 100.00 feet a distance of 12.44 feet through a central angle of 07°07'30" Chord: S20°16'07"W 12.43 feet; thence S16°41'50"W 18.19 feet; thence along the arc of a to the left having a radius of 14.00 feet a distance of 21.99 feet through a central angle of 90°00'02" Chord: S28°17'44"E 19.79 feet; thence S73°17'38"E 100.76 feet; thence South 322.26 feet; thence West 141.92 feet; thence North 304.27 feet; thence N16°42'22"E 140.94 feet; thence along the arc of a curve to the right with a radius of 119.00 feet a distance of 6.33 feet through a central angle of 03°02'51" Chord: N18°13'48"E 6.33 feet; thence N19°45'13"E 51.16 feet; thence along the arc of a curve to the left with a radius of 77.00 feet a distance of 4.10 feet through a central angle of 03°02'51" Chord: N18°13'48"E 4.10 feet; thence N16°42'22"E 53.96 feet to the point of beginning.

Contains: 52,566 square feet or 1.21 acres+/-



**EXHIBIT D
MONUMENT SIGN**

The Monument Sign has 12 positions for signage with four rows each containing 3 positions which will be divided as follows, and as depicted in the image below:

The Owner of Lot 10 will have the right to use the 4 positions on the Monument Sign closest to Highway 89 and the first and third positions in the middle of the Monument Sign. The Owner of Lot 11 will have the right to use the 4 positions on the Monument Sign furthest from Highway 89 and the second and fourth positions in the middle of the Monument Sign.

SIGNAGE

HIGHWAY 89	10	10	11
	10	11	11
	10	10	11
	10	11	11

SIGNAGE

11	10	10	HIGHWAY 89
11	11	10	
11	10	10	
11	11	10	