

Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/21/2016 11:25 AM
FEE \$20.00 Pgs: 6
DEP INT REC'D FOR TOM STUART CONSTRU
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RETURNED

SEP 21 2016

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Cross Access & Parking Easements
(Document Type)

06239 0001 + 06239 0002
Tax Serial Number(s)

RECEIVED
SEP 09 2016

When Recorded Return To:
Kenneth M. Bitner
TERRY JESSOP & BITNER
341 S. Main, Suite 100
Salt Lake City, Utah 84111

Parcel Numbers: 06-239-0001 and 06-341-0002

GRANT OF CROSS ACCESS AND PARKING EASEMENTS

THIS GRANT OF CROSS ACCESS EASEMENTS (hereafter the "Cross Easement") is made, executed and entered into this 8 day of September, 2016, by and between GPS Trading Company, LLC, as the owner of Lot 1, described hereafter, and GPS Trading Company, LLC, as the owner of Lot 2, described hereafter.

RECITALS:

A. GPS Trading Company, LLC, owns that certain parcel of real property located in Davis County, with an address of 1901 W. 2425 S., Woods Cross, Utah, 84087 ("Lot 1"), which property is more particularly described as:

All of Lot 1, Cannonwood Industrial Park Plat "A", according to the official plat thereof on file and of record in the office of the Davis County Recorder.

Parcel No. 06-239-0001

B. GPS Trading Company, LLC, also owns that certain parcel of real property located Davis County, with an address of 1917 W. 2425 S., Woods Cross, Utah, 84087 ("Lot 2"), which property is more particularly described as:

All of Lot 2, Cannonwood Industrial Park Plat "B" Amended, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

Parcel No. 06-341-0002

C. Lot 1 and Lot 2 are adjacent, and GPS Trading Company, LLC, desires to provide for cross ingress and egress to facilitate movement of pedestrians and vehicles over and across appropriate portions of Lot 1 and Lot 2 to adjacent public and/or private road rights-of-way, with such cross access to be through a driveway connection constructed on Lot 1 and Lot 2 within the cross easement area ("Cross Access Parcel").

D. GPS Trading Company, LLC, desires to impose on the Cross Access Parcel easements for ingress and egress and the passage (but not parking on the Cross Access Parcel) of vehicles and pedestrians over, upon, and across the Cross Access Parcel, all as more particularly set forth herein.

NOW, THEREFORE, GPS Trading Company, LLC, as the owner of Lot 1 and Lot 2, hereby adopts and imposes the Cross Easement as follows:

1. **Definitions.** For the purposes of this Cross Easement, the following terms shall have the following meanings:

1.1 **“Building”** – Any structure constructed on any portion of the Property (as defined below).

1.2 **“Owner”** – means the holder of fee simple title to either Parcel or any portion of either Parcel specifically described in this document.

1.3 **“Parcel”** – Refers to Lot 1 and Lot 2, respectively, and “Parcels” refers to both Lot 1 and Lot 2 collectively.

1.4 **“Permitted Users”** – Means: (i) tenants, subtenants, concessionaires, or Owners of either Parcel or a portion of either Parcel; and (ii) contractors, consultants, employees, licensees, customers, visitors, invitees of the tenants, subtenants, concessionaires, or Owners of either Parcel or a portion of either Parcel.

1.5 **“Property”** – Means Lot 1 and Lot 2 combined.

2. **Representations and Warranties.** GPS Trading Company, LLC, makes the following representations and warranties: GPS Trading Company, LLC, owns Lot 1 and Lot 2, and has full and complete authority to execute this Cross Easement Agreement, and that upon the execution, delivery and recording of this Agreement in the public records of Davis County, Utah, the obligations hereunder shall be binding upon GPS Trading Company, LLC, and any successor-in-title to Lot 1 and Lot 2, or any portion thereof.

3. **Grants of Easements.**

3.1 GPS Trading Company, LLC, as the owner of Lot 1, hereby grants to GPS Trading Company, LLC, as the owner of Lot 2, and to each Owner of any portion thereof, and their successors and assigns, and to any Permitted Users of the Owner of Lot 2, or any portion thereof, for the use of said Owner and for the use of other said Permitted Users, in common with others entitled to use the same, a perpetual, non-exclusive easement for the passage (not parking) of construction, passenger, service and delivery vehicles and pedestrians over and across the Cross Access Parcel lying within Lot 1. The Owner of Lot 2, and its Permitted Users, shall be permitted to use any portion of Lot 1, except the Cross Access Parcel, for vehicular parking in any marked stall.

3.2 GPS Trading Company, LLC, as the owner of Lot 2, hereby grants to GPS Trading Company, LLC, as the owner of Lot 1, and to each Owner of any portion thereof, and their successors and assigns, and to any Permitted Users of the Owner of Lot 1, or any portion thereof, for the use of said Owner and for the use of other said Permitted Users, in common with others entitled to use the same, a perpetual, non-exclusive easement for the passage (not parking) of construction, passenger, service and delivery vehicles and pedestrians over and across the Cross Access Parcel lying within Lot 2. The Owner of Lot 1, and its Permitted Users, shall be permitted to use any portion of Lot 2, except the Cross Access Parcel, for vehicular parking in any marked stall.

Each Owner shall use reasonable efforts to assure that its Permitted Users shall not park on another Owner's Parcel unless undertaking activities or transacting business on that Parcel as authorized in this Agreement.

4. **Maintenance and Construction.** Unless otherwise agreed by the Owners, each Owner shall be solely responsible for constructing and maintaining any improvements to the Cross Access Parcel located on its Parcel and agrees to repair and maintain the improvements constructed on the Parcel in good, operating condition. Notwithstanding the foregoing, if an Owner fails to reasonably maintain the portion of the Cross Access Parcel located on the Owner's Parcel, then either Party may, at its election, cost and expense, construct, maintain, repair and replace any improvements located thereon consistent with the terms and conditions hereof, and each party hereby grants to the other an easement to enter upon so much of the granting Owner's Parcel as is reasonably necessary for such construction, maintenance, repair and replacement. Any construction, maintenance, repair and replacement shall be performed in such fashion as to minimize any interference with the use of the Cross Access Parcel located on either Owner's Parcel by the Owner of that Parcel and its Permitted Users, and in the event of any such construction, maintenance, repair and replacement the Owner performing the same shall repair any damage caused to any Access Areas, or other improvements, to the other Parcel.

5. **Superiority of Agreement Terms.** All easements, rights and covenants set forth in this Cross Easement, and any subsequent amendment or modification hereof shall be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages (except that any institutional mortgagee shall have no financial or other obligations under this Cross Easement until such time as they acquire title to any Parcel or any portion thereof) and other encumbrances and instruments in any way affecting a Parcel and party foreclosing any such mortgage lien or encumbrances and all persons or entities acquiring title to any interest in a Parcel, or any portion of a Parcel, that is subject to the Cross Easement granted herein shall take title to said Parcel, or portion of a Parcel, subject to the terms and provisions of this Cross Easement.

6. **Covenants Run with the Land.** The Cross Easement granted herein is appurtenant to the ownership of each Parcel and said Cross Easement shall run with the ownership of each Parcel, and shall be binding upon and inure to the benefit of each Owner and their respective successors, assigns, grantees, tenants and personal representatives.

7. **General Provisions.**

7.1 **Governing Law.** This Cross Easement shall be construed and enforced in accordance with the laws of the State of Utah.

7.2 **Amendment.** This Cross Easement shall not be amended or modified except by an amendment in writing, executed by all of the Owners of the Parcels.

7.3 **Section Headings.** The section headings contained in this Cross Easement are for reference purposes only and shall not in any way affect the meaning, content or interpretation thereof.

7.4 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Cross Easement.

7.5 **Perpetual Easements.** The easements set forth herein shall continue indefinitely and can be extinguished or modified only by a written agreement signed by all the Owners of the Parcels, and recorded in the Davis County Recorder's Office.

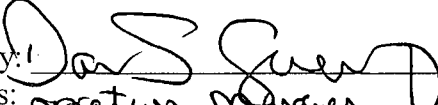
7.6 **Enforcement.** The easements granted herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure of any person to observe the covenants and restrictions set forth herein shall not result in the termination of the rights granted under this agreement, or in any manner curtail the use of any easement granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.

7.7 **Litigation.** In the event of any litigation arising out of this Cross Easement, the prevailing party shall be entitled to recover all reasonable costs and attorney's fees incurred, whether or not such costs and attorney's fees are incurred at the trial, appellate or post-judgment level of any litigation, whether or not such costs and attorney's fees are incurred with respect to any bankruptcy proceeding related hereto.

IN WITNESS WHEREOF, the undersigned have set their hand and seal on this ___ day of September, 2016.

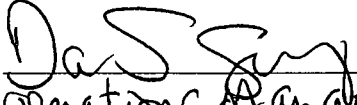
OWNER: LOT 1

GPS TRADING COMPANY, LLC
A Utah Limited Liability Company

By: 
Its: Operations Manager
Dan Guernsey


OWNER: LOT 2

GPS TRADING COMPANY, LLC
A Utah Limited Liability Company

By: 
Its: Operations Manager
Dan Guernsey

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 8th day of September, 2016, personally appeared before me DANIEL S. GURFENSE who is the OPERATIONS MGR and authorized agent of GPS Trading Company, LLC, thye signer of the above instrument, who duly stated to me that said instrument was signed in behalf of said company as the owner of Lot 1 and Lot 2, by authority of the officers, and acknowledged to me that he executed the same with full authority to do so.



Notary Public

My Commission Expires:

2/12/2020

Residing at: WOODS CROSS

