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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/12/2010 4:03:00 PM  
FEE \$32.00 Pgs: 12  
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

Record and return to:

DAVID Adams  
475 N. 300 West. # 204  
Kaysville, Utah 84037

CROSS ACCESS EASEMENT AGREEMENT

11-061-0178

THIS CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into as of the 4<sup>th</sup> day of FEBRUARY, 2010, by and between TERRAVENTURE DEVELOPMENT LTD., a Utah limited partnership ("Terraventure"), and FORT LANE VILLAGE, L.C., a Utah limited liability company ("Fort Lane").

WHEREAS Terraventure owns certain real property located in Davis County, Utah as more particularly described on attached Exhibit "A" (the "Terraventure Property"); and

WHEREAS Fort Lane owns certain real property located in Davis County, Utah as more particularly described on attached Exhibit "B" (the "Fort Lane Property"); and

WHEREAS Terraventure and Fort Lane desire to provide for the connectivity and flow of traffic between the Terraventure Property and the Fort Lane Property and allow reasonable commercial vehicular and pedestrian access between the south side of the Fort Lane Property and the north side of the Terraventure Property pursuant to the terms and conditions contained herein,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Easements Granted.

(a) Terraventure hereby grants Fort Lane a nonexclusive easement for vehicular and pedestrian traffic access, ingress and egress for the benefit of the present and future owners and occupants of the Fort Lane Property over and across those portions of the Terraventure Property which are now improved, or which will be improved, with driveways, as shown on attached Exhibit "C" (the "Terraventure Easement"). The Terraventure Easement shall not apply to any portion of the Terraventure Property upon which a building is currently located or constructed, or may in the future be located or constructed, nor shall it apply to any portion of the Terraventure Property consisting of vehicular parking or landscaped areas. The Terraventure Easement shall burden the Terraventure Property and shall be for the benefit of and appurtenant to the owner of the Fort Lane Property and its heirs, successors and assigns.

(b) Fort Lane hereby grants Terraventure a nonexclusive easement for vehicular and pedestrian traffic access, ingress and egress for the benefit of the present and future owners and

*DAVID Adams*  
*gm*

occupants of the Terraventure Property over and across those portions of the Fort Lane Property which are now improved, or which will be improved, with driveways, as shown on attached Exhibit "C" (the "**Fort Lane Easement**"). The Fort Lane Easement shall not apply to any portion of the Fort Lane Property upon which a building is currently located or constructed, or may in the future be located or constructed, nor shall it apply to any portion of the Fort Lane consisting of vehicular parking or landscaped areas. The Fort Lane Easement shall burden the Fort Lane Property and shall be for the benefit of and appurtenant to the owner of the Terraventure Property and its heirs, successors and assigns. The Terraventure Easement and the Fort Lane Easement are collectively referred to herein as the "**Easement Areas**".

(c) Fort Lane agrees that the east-west driveway from Fort Lane street which is adjacent to the Terraventure Property shall: (i) adjoin the Terraventure Property, (ii) be a minimum of twenty-five feet (25') in width; and (iii) be accessible to the Terraventure Property without gaps between the driveway and the Terraventure Property. Terraventure shall have the right to access the east-west driveway at any points desired by Terraventure.

(d) The parties agree to work together to establish an acceptable, integrated grading plan as it may affect the one hundred forty foot (140') east/west road (the "**East/West Road**") along the north/south borders of the Fort Lane Property and the Terraventure Property. Neither party shall modify the grade of their respective property in a manner that unreasonably interferes with vehicular and pedestrian access between the Terraventure Property and the Fort Lane Property.

(e) Fort Lane agrees that future buildings on the Fort Lane Property will not obstruct the traffic flow into or out of the Terraventure Property, and shall be set back (westerly) from Fort Lane street a distance sufficient to allow three (3) rows of parking and two (2) drive aisles between the buildings on the Fort Lane Property and Fort Lane street but in no event less than one hundred forty-two feet (142') from the property line adjacent to Fort Lane, in the general manner shown on Exhibit "C." The setback can be adjusted by the mutual consent of both Fort Lane and Terraventure. The parties acknowledge that as of the date hereof, a Zions Bank building is located within the set-back referred to in this subsection "e." The parties agree that Fort Lane will not be required to demolish the Zions Bank building until after a building for Winco or a substitute anchor tenant has been constructed on the Fort Lane Property. The Zions Bank building will be demolished once construction of an additional building to the east of the Anchor, or inline building to the east of the Anchor (between Zions and the Anchor) has been commenced that would encroach into the 142' unobstructed view corridor referenced herein. Once demolished, the Zions Bank building will not be replaced with another building located within the required set-back area. It is the intent of the parties that the Fort Lane Property and the Terraventure Property will be operated as an integrated shopping center. As a result, at no time shall the parties cross access rights be blocked. Fort Lane shall maintain reasonable two-way paved vehicular access from the Terraventure Property to the north side of the Winco or anchor tenant building at all times. Notwithstanding the foregoing, Fort Lane shall at all times maintain an open 142' (east to west) unobstructed view corridor between the anchor tenant building and Fort Lane street.

2. Temporary Construction Easement. Each party hereby grants the other a temporary, non-exclusive easement over and across their respective properties as necessary for the installation of sewer lines and construction of the East/West Road (the "**Temporary Construction Easement**"). Prior to entering upon the other party's property, the party electing to use the Temporary Construction Easement

shall provide thirty (30) days written notice thereof to the other party. The party electing to use the Temporary Construction Easement shall be solely responsible for repairing any damage to the other party's property caused by the party using the Temporary Construction Easement. The Temporary Construction Easement shall expire upon installation of the sewer lines and the East/West Road.

3. Right to Relocate. The respective property owners shall have the right from time to time to relocate the exact location of the easement area on its property provided that any such relocation does not materially and detrimentally affect the easements granted herein.

4. Maintenance. Each party, at its sole expense, shall perform such repairs, maintenance and construct improvements, as may be reasonably necessary to maintain the Easement Area on its property in a manner consistent with the first class nature, use and occupancy of the properties as an integrated retail and integrated commercial development. In no event shall either party be responsible for any maintenance or other costs incurred on the other party's property.

5. No Barriers. Except for landscaping, curbing and other common area and common facility improvements as may be required by municipalities, no walls, fences or barriers of any kind shall be constructed or maintained on the Easement Areas, or any portion thereof, by any party which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic across the Easement Areas; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as the Easement Areas are not unreasonably closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the use of the ladders, scaffolding, barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Areas which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued.

6. Indemnity. Each party agrees to indemnify, defend and hold the other party harmless from and against any claims, liability, damages or costs ("Claims") arising out of or relating to the use by the party, its invitees, guests or customers of the other party's Easement Area unless and to the extent that such Claims are the result of the negligence of such other party.

7. Insurance. The parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the parties, but at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate, but not less than an amount which is customary and reasonable for the activities of the type conducted by the parties on their respective properties. Upon request at any time, the parties shall deliver to each other a certificate of insurance evidencing the coverage required to be maintained hereunder; and each such certificate shall provide that the policy coverage shall not be modified or terminated without providing at least thirty (30) days prior written notice to the other parties.

8. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes contained herein. The right of the public or any person to make any use whatsoever of

*Debra*  
*JM*

the Easement Areas, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of Terraventure and Fort Lane. Notwithstanding any other provisions contained herein to the contrary, the parties may periodically restrict ingress and egress from the Easement Area on their respective properties in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

9. Limited Representations and Warranties. Each party represents and warrants to the other parties that it is the owner of its respective property, that it has authority to grant the easement contained herein without the need for any notice to, consent of or subordination by, any other person or entity, and that such easement is free and clear of all liens, encumbrances and restrictions except those appearing of record.

10. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. Unless otherwise set forth herein, the easements, rights and privileges created herein shall continue for a period of fifty (50) years and shall be automatically renewed for successive ten (10) year periods unless all of the parties thereto shall execute and record a statement terminating such easements, rights and privileges within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

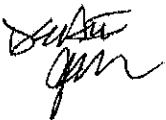
(f) Successors and Assigns. This Agreement shall not impair the right of the parties to hereafter convey any interest in any or all of the property burdened or benefited by the easements granted herein, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns. Upon such assignment, the assigning party shall be relieved of future liability under this Agreement.

*Debra*  
*Jan*

(g) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Signature Page Follows]

A handwritten signature in black ink, appearing to be "D. [unclear] [unclear]".

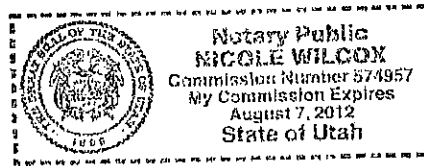
TERRAVENTURE DEVELOPMENT, LTD.  
a Utah limited partnership

[Signature]  
By: David E Adams II & J. Stuart Adams  
Its: Partners

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 6<sup>th</sup> day of February 2010, personally appeared before me David E Adams II  
J. Stuart Adams,  
who duly acknowledged to me that they executed the foregoing document as Partners of  
TERRAVENTURE DEVELOPMENT, LTD., a Utah limited partnership

Nicole Wilcox  
Notary Public



FORT LANE VILLAGE, L.C.  
a Utah limited liability company

By: [Signature]  
Its: Managing Member  
KEVIN GARN

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 5<sup>th</sup> day of February 2010, personally appeared before me Kevin Garn, who  
duly acknowledged to me that he executed the foregoing document as Managing Member of FORT  
LANE VILLAGE, L.C., a Utah limited liability company.

Michelle R. Monteth  
Notary Public  
[Signature]



**Exhibit "A"**  
**(Terraventure Property)**

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Layton City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the West Boundary Line of Fort Lane located 401.35 feet South  $89^{\circ}27'20''$  East and 970.78 feet South  $00^{\circ}47'13''$  West from the Davis County Survey monument found marking the North Quarter Corner of said Section 28 (the Basis of Bearing is South  $89^{\circ}27'20''$  East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest Corner and North Quarter Corner of said Section 28); and running thence South  $00^{\circ}47'13''$  West 57.52 feet along said West Line of Fort Lane; thence North  $89^{\circ}45'37''$  West 25.00 feet to a point on that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said property the following three courses: South  $00^{\circ}47'13''$  West 255.64 feet; North  $87^{\circ}55'56''$  West 205.77 feet; and North  $87^{\circ}17'15''$  West 64.23 feet; thence North  $00^{\circ}47'13''$  East 100.00 feet; thence North  $20^{\circ}58'32''$  East 219.66 feet; thence South  $89^{\circ}20'20''$  East 219.11 feet to the point of beginning.

**Contains 77,291 sq. ft.**  
**or 1.774 acres**

*Handwritten initials/signature*

**Exhibit "B"**  
**(Fort Lane Property)**

A parcel of land located in the North half of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the South boundary line of Gentile Street (SR-109), which is 33.00 feet South 00°32'40" West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South 89°27'20" East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South 89°27'20" East 401.21 feet along said street to the West boundary line of Fort Lane; thence South 00°47'13" West 887.78 feet along said street to a point on the North boundary line of Elm Street; thence North 89°20'20" West 383.43 feet along said line to the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.); thence South 46°52'45" West 74.00 feet to the Southwesterly boundary line of said railroad; thence South 43°07'15" East 163.65 feet; thence South 89°35'00" East 11.04 feet; thence South 43°07'15" East 265.24 feet to an existing fence line and the Northerly boundary line of that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said fence and property line the following four courses, North 87°55'56" West 102.48 feet; thence North 87°17'15" West 142.71 feet; thence North 86°57'22" West 156.49 feet; thence North 86°02'18" West 195.56 feet to the Easterly boundary and N/A Line of Interstate 15, Proj. No. I15-7(18)326 and a point on a 2029.86 foot radius curve to the left; thence Northerly 148.15 feet along the arc of said curve through a central angle of 04°10'54" (chord bears North 08°06'43" West 148.12 feet); thence North 89°50'00" East 30.46 feet to a point on the Easterly R/W line of a 30.00 foot wide irrigation and utility easement and a point on a 2059.86 foot radius curve to the left; thence Northwesterly 850.80 feet along the arc of said curve through a central angle of 23°39'55" (chord bears North 21°53'16" West 844.76 feet) to the Southwesterly boundary line of said railroad; thence North 43°07'15" West 383.01 feet along said railroad to the Westerly boundary line of said Gentile Street; thence North 85°44'07" East 202.78 feet; thence South 89°27'20" East 194.65 feet along said street to the Westerly boundary line of that certain property as described in Book 1796 at page 1198; thence South 12°09'00" East 230.00 feet along said property; thence South 89°27'20" East 200.00 feet along said property to a point on the Easterly boundary line of that certain property as described in Book 1941 at page 1218; thence North 00°44'40" East 224.38 feet to said street; thence South 89°27'20" East 259.54 feet to the POINT OF BEGINNING.

**Contains 22.29 acres**

*DEAN*  
*M*



EXHIBIT B cont.

~~(Area 2 illustrated on Exhibit G)~~

ALSO, INCLUDING THE FOLLOWING:

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point 182.25 feet South  $89^{\circ}27'20''$  East and 970.34 feet South  $00^{\circ}47'13''$  West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South  $89^{\circ}27'20''$  East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South  $20^{\circ}58'32''$  West 63.22 feet; thence North  $89^{\circ}45'37''$  West 37.26 feet to the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.); thence North  $43^{\circ}07'15''$  West 82.50 feet along said line; thence South  $89^{\circ}20'20''$  East 116.30 feet to the POINT OF BEGINNING.

Contains 4,565 square feet or 0.105 acres.

EXHIBIT B CONT,

~~(Area illustrated on Exhibit G)~~

ALSO, INCLUDING THE FOLLOWING:

A parcel of land located in the North half of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.), which is 17.92 feet South  $89^{\circ}27'20''$  East and 920.00 feet South  $00^{\circ}47'13''$  West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South  $89^{\circ}27'20''$  East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South  $46^{\circ}52'45''$  West 74.00 feet to the Southwesterly boundary line of said railroad; thence South  $43^{\circ}07'15''$  East 163.65 feet; thence South  $89^{\circ}35'00''$  East 11.04 feet; thence South  $43^{\circ}07'15''$  East 51.30 feet; thence North  $20^{\circ}58'32''$  East 103.49 feet; thence North  $89^{\circ}45'37''$  West 37.26 feet to said Northeasterly boundary line; thence North  $43^{\circ}07'15''$  West 151.75 feet along said Railroad to the POINT OF BEGINNING.

Contains 15,495 square feet or 0.36 acres.

EXHIBIT B cont.

~~(Area 3 illustrated on Exhibit C)~~

LESS and EXCEPTING THE FOLLOWING:

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the Southeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.), which is 124.71 feet South  $89^{\circ}27'20''$  East and 1126.56 feet South  $00^{\circ}47'13''$  West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South  $89^{\circ}27'20''$  East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South  $43^{\circ}07'15''$  East 213.95 feet to an existing fence line and the Northerly boundary line of that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said fence and property line the following two courses, North  $87^{\circ}55'56''$  West 102.48 feet; thence North  $87^{\circ}17'15''$  West 64.23 feet; thence North  $00^{\circ}47'13''$  East 100.00 feet; thence North  $20^{\circ}58'32''$  East 52.95 feet to the POINT OF BEGINNING.

Contains 13,464 square feet or 0.31 acres.

Exhibit "C"

OCTOBER 22, 2009

# FORT LANE VILLAGE CENTER

LAYTON, UTAH

*[Handwritten signatures]*

