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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
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Salt Lake City, UT 84101

#### COURTESY RECORDING

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### DECLARATION OF EASEMENT FOR COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE

This DECLARATION OF EASEMENT FOR COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE (the "Easement") is made and entered into this 15<sup>th</sup> day of February 2019, by STREADBECK DEVELOPMENT, LLC, a Utah limited liability company ("Declarant").

#### RECITALS

A. Declarant is the fee owner of three parcels of real property located in Salt Lake City, County of Salt Lake, in the State of Utah. Those parcels are more particularly described on Exhibit A attached hereto and incorporated by this reference, and may hereafter be collectively referred to as the "Property".

B. Declarant desires to provide for common pedestrian and vehicular ingress and egress, and for parking use between the parcels on the Property, and for the Parcels to be subject to a perpetual easement for such purposes.

NOW THEREFORE, Declarant, intending that the Parcels shall hereafter be held and conveyed subject to the Easements herein set forth and that the same are hereby declared to be for the benefit of the Property and its owners, their successors and assigns, hereby gives, grants, conveys, covenants and declares as follows:

#### 1. Grant of Easements.

1.1 Declarant hereby grants a non-exclusive easement during the term hereof for the purpose of pedestrian and vehicular ingress and egress to or from public streets on, through, or across any parcel of the Property as may from time to time be used for such purposes, and for the common use of parking lots located, now or in the future, on the Property.

1.2 Declarant hereby establishes a non-exclusive easement appurtenant to each parcel of the Property across the roadways and walkways existing on the Property, now or in the future, from time to time for the purpose of pedestrian traffic in conjunction with the parking easement referenced above.

The easements granted pursuant to this section shall benefit the Declarant and all successors and assigns and their respective guests and invitees in connection with their use of the Property.

Cross Easement

2. Rules and Regulations. Declarant hereby reserves the right to make reasonable rules and regulations regarding the access and parking herein granted; and to take such other action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the Property.

3. Amendment. This Easement and every covenant, restriction or undertaking herein shall not be amended, modified, revoked, rescinded or terminated except by mutual written consent or agreement of all owners of the Property.

4. Alteration. Subject to all of the terms of this Agreement, each of the owners of the Property is permitted to alter, relocate or change the configuration of the roadways, walkways, and designated parking initially constructed on the Property at any time and from time to time; provided, however, that such owner shall pay the cost of such alteration or relocation and that the location of any reconfigured parking spaces shall not be reasonably less desirable than the location initially approved and the initial number of approved parking spaces shall not be reduced.

5. Duration. The Easement shall be for the term commencing on the date hereof and continuing perpetually. The easements hereby created shall run with the land and shall be binding upon all parties having or acquiring any right or title in the Property or any part thereof, shall inure to the benefit of each owner thereof, and are imposed upon every part of the Property as a servitude in favor of each and every parcel as the dominant tenement or tenements,

6. Not a Public Dedication. Nothing contained in this grant will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this grant will be strictly limited to and for the private purposes expressed herein.

7. Miscellaneous.

A. The subsequent owners of any parcel do not by this grant in any way or for any purpose become partners or joint venturers of the owner of any other parcel in the conduct of their respective business or otherwise.

B. Failure of any owner of any parcel to insist on the strict performance of any provision of this grant or to exercise any option granted hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this grant shall be deemed to have been waived unless such waiver is in writing and is signed by each owner of any portion of the Property.

C. Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Declarant may designate the party entitled to exercise any or all of the directions and powers granted for its benefit pursuant to this grant.

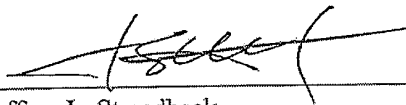
Cross Easement

D. This grant shall be construed in accordance with the laws of the State of Utah.


E. Declarant may amend, modify, revoke or terminate these easements at any time prior to the conveyance of any portion of the Property to any other owner. After such conveyance, the easements may be amended, modified, revoked, or terminated with the written consent of each owner of any portion of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this grant on the date first set forth above.

STREADBECK DEVELOPMENT, LLC,  
a Utah limited liability company



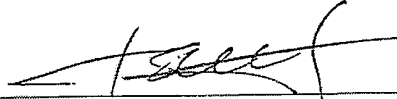
By: Jeffery L. Streadbeck  
Its: Member

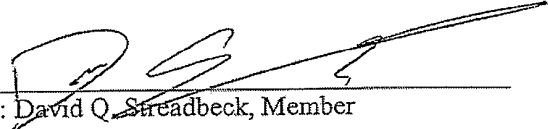


By: David Q. Streadbeck  
Its: Member

Cross Easement

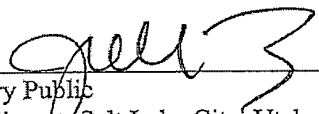
Streadbeck Development, L.L.C.,  
 A Utah limited liability company

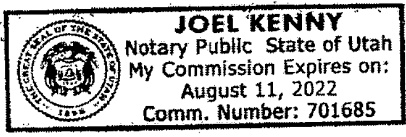
  
 By: Jeffery L. Steadbeck, Member

  
 By: David Q. Steadbeck, Member

State of Utah )  
                           ) SS.  
 County of Salt Lake )

The foregoing instrument was acknowledged before me this 15th day of February, 2019  
 By Jeffery L. Steadbeck and David Q. Steadbeck, Members of Streadbeck Development, L.L.C., a Utah limited liability company

  
 Notary Public  
 Residing at: Salt Lake City, Utah  
 My Commission Expires: 08/11/2022



Order No.: 5-102100

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel 4:

A parcel of land situate in the Northeast quarter of Section 8, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the North line of Yeti Park said point being South  $0^{\circ}04'30''$  East 1955.41 feet along the monument line and South  $89^{\circ}57'33''$  East 592.21 feet from the street monument found at the intersection of 500 South and Gladiola Street, said point of beginning also being North  $89^{\circ}51'55''$  West 1237.73 feet along the section line to the Gladiola Street monument line and South  $0^{\circ}04'30''$  East 678.70 feet along said monument line and South  $89^{\circ}57'33''$  East 592.21 feet from the Northeast corner of Section 8, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North  $0^{\circ}04'30''$  West 366.15 feet to the South line of Vista Industrial Park Amended and Extended; thence South  $89^{\circ}58'28''$  East 594.73 feet along the South line of said Vista Industrial Park Amended and Extended; thence South  $0^{\circ}04'30''$  East 366.31 feet to the North line of Yeti Park Subdivision; thence North  $89^{\circ}57'33''$  West 594.73 feet along the North line of said Yeti Park Subdivision to the point of beginning.

Parcel No.: 15-08-230-036 (part of)

Order No.: 5-102100

Parcel 5:

Beginning at a point which is South 280.316 feet and West 50.418 feet and South 00°04'30" East 396.306 feet from the Northeast corner of Section 8, Township 1 South, Range 1 West, Salt Lake Base and Meridian; said point also being North 00°04'30" West along the Gladiola Street Monument line 1649.036 feet and North 89°55'30" East 5.20 feet and South 89°58'28" East 1181.738 feet and South 00°04'30" East 396.306 feet from the Salt Lake City Monument in the intersection of Gladiola Street and 900 South Street; thence South 00°04'30" East 429.641 feet; thence South 89°56'33" East 0.347 feet; thence South 00°04'30" East 781.408 feet to the North right of way line of 900 South Street; thence North 89°57'34" West along said North right of way line a distance of 158.40; thence North 00°40'30" West 781.507 feet; thence North 89°55'39" West 416.147 feet; thence North 00°04'30" West 429.32 feet; thence South 89°57'33" East 574.199 feet to the point of beginning.

Less and excepting therefrom all of Lot 2, Yeti Park Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office in Plat Book 2010P at Page 13 of official records.

Parcel No.: 15-08-230-028

Order No.: 5-102100

Parcel 6:

Lot 2, Yeti Park Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Parcel No.: 15-08-230-032