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RECIPROCAL ACCESS EASEMENT AGREEMENT

This RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into effective as of November 19, 2019 (the "Effective Date"), by SINCLAIR REAL ESTATE COMPANY, a Wyoming corporation ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the current owner of that certain tract of land situated in Salt Lake County, Utah, which is described on Exhibit A attached hereto and made a part hereof (the "Phase One Tract") (Declarant, in its capacity as the current owner of the Phase One Tract, together with its successors and assigns as future owners of fee title to the Phase One Tract are collectively referred to as the "Phase One Owner"); and

WHEREAS, Declarant is the current owner of that certain tract of land situated in Salt Lake County, Utah, which lies adjacent to the Phase One Tract and is described on Exhibit B attached hereto and made a part hereof (the "Phase Two Tract") (Declarant, in its capacity as the current owner of the Phase Two Tract, together with its successors and assigns as future owners of fee title to the Phase Two Tract are collectively referred to as the "Phase Two Owner") (the Phase One Tract and the Phase Two Tract are collectively referred to herein as the "Tracts" and singularly as a "Tract"); and

WHEREAS, Declarant, in its capacity as the Phase One Owner, wishes to grant to Phase Two Owner and its tenants, licensees and invites (collectively, the "Phase Two Users") a non-exclusive easement across all driveways located on the Phase One Tract for purposes of providing vehicular and pedestrian ingress and egress to and from the Phase Two Tract; and

WHEREAS, Declarant, in its capacity as the Phase Two Owner, wishes to grant to Phase One Owner and its tenants, licensees and invites (collectively, the "Phase One Users") a non-exclusive easement across all driveways located on the Phase Two Tract for purposes of providing vehicular and pedestrian ingress and egress to and from the Phase One Tract; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, Declarant, in its capacity as both the Phase One Owner and the Phase Two Owner, hereby agrees to the following:

1. Grant of Easement by Phase One Owner. On and subject to the terms and conditions set forth herein, Declarant, in its capacity as the Phase One Owner, hereby grants to the Phase Two Users a non-exclusive easement across all driveways located on the Phase One Tract for purposes of providing vehicular and pedestrian ingress and egress to and from the Phase Two Tract (the "Phase One Easement").

2. Grant of Easements by Phase Two Owner. On and subject to the terms and conditions set forth herein, Declarant, in its capacity as the Phase Two Owner, hereby grants to the Phase One Users a non-exclusive easement across all driveways located on the Phase Two

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RASHELLE HOEBS
RECORDER, SALT LAKE COUNTY, UTAH

KINLEY HORN
111 E BROADWAY
STE 600
SALT LAKE CITY UT 84111
BY: MSP, DEPUTY - 01 6 P.

Tract for purposes of providing vehicular and pedestrian ingress and egress to and from the Phase One Tract (the "Phase Two Easement").

3. Term. This Agreement and both the Phase One Easement and the Phase Two Easement created hereby shall have a term that commences on the Effective Date and, subject to the terms and provisions hereof, shall continue until either the Phase One Owner or the Phase Two Owner elects to terminate this Agreement by delivering written notice of such termination to the other party not later than thirty (30) days prior to the effective date of such desired termination; provided, however, that such termination shall not be effective until the terminating party has received a building permit issued by the Building Department of Salt Lake City with respect to the redevelopment of the Tract owned by such terminating party.

4. Maintenance and Repair. Phase One Owner shall be responsible for the general maintenance and repair of all driveways located on the Phase One Tract, and Phase Two Owner shall be responsible for the general maintenance and repair of all driveways located on the Phase Two Tract.

5. No Public Grant. Nothing contained herein shall be construed or interpreted to mean a grant to any public agency or governmental authority.

6. Successors. The rights and obligations contained herein shall run with the titles to the Phase One Tract and the Phase Two Tract and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto for so long as this Agreement remains in effect. If the Phase One Tract and/or the Phase Two Tract have been or are subsequently subdivided into other parcels of record, the rights and obligations herein shall continue to apply to the real property encumbered hereby regardless of its parcel designation, in accordance with the specific terms and provisions hereof.

7. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

8. Entire Agreement. This document contains the entire agreement between Phase One Owner and Phase Two Owner, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

9. Limitation on Liability. Notwithstanding the foregoing, any Person acquiring fee title to a Tract, shall be bound by this Agreement only as to the Tract or portion of the Tract acquired or possessed by such Person. In addition, such Person shall be bound by this Agreement only during the period such Person is the owner of fee title to such Tract; and, upon conveyance or transfer of such Person's interest in the Tract, such Person shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. The easements contained in this Agreement shall continue to be benefits to and servitudes upon said Tracts running with the land for so long as this Agreement remains in effect. As used herein, the term "Person" shall mean a natural person, firm,

corporation, partnership, limited partnership, limited liability company or any other legal entity, public or private.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has executed this instrument on the date set forth in the acknowledgment hereto to be effective as of the Effective Date.

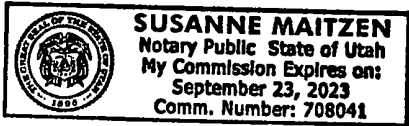
Declarant:

SINCLAIR REAL ESTATE COMPANY,
a Wyoming corporation

By: *David P. Hirasawa*
Name: DAVID P. HIRASAWA
Title: VP

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

On the 19 day of November, 2019, personally appeared before me David Hirasawa, who, being duly sworn, did say that he/she is the VP of SINCLAIR REAL ESTATE COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said David Hirasawa acknowledged to me that said corporation duly executed the same.



Susanne Maitzen
Notary Public

Exhibit A

Legal Description of the Phase One Tract

A parcel of land located in Block 22, Plat A, Salt Lake City Survey, more particularly described as follows;

The North 165 feet of Lot 1, the North 85.5 feet of Lot 2, and All of Lots 7 and 8, Block 22, Plat A, Salt Lake City Survey, more particularly described as follows:

Beginning at a point on the west right-of-way line of Main Street, said point being South 00°03'32" East 65.58 feet and South 89°56'28" West 30.22 feet from the offset monument located at the intersection of Main Street and 600 South Street, said point also being the Northeast corner of Lot 8, Block 22, Plat A, Salt Lake City Survey and running;

Thence South 0°02'29" East 495.12 feet along said west right-of-way line;

Thence South 89°56'54" West 165.10 feet to the west line of Lot 1, Block 22, Plat A, Salt Lake City Survey;

Thence North 0°02'09" West 79.50 feet along said west line of Lot 1, Block 22, Plat A, Salt Lake City Survey;

Thence South 89°56'54" West 165.09 feet to the west line of Lot 2, Block 22, Plat A, Salt Lake City Survey;

Thence North 0°01'50" West 415.61 feet along said west line, and the west line of Lot 7, Block 22, Plat A, Salt Lake City Survey, to south right-of-way line of 600 South Street;

Thence North 89°56'45" East 330.11 feet along said south right-of-way line to the point of beginning.

Parcel contains 150,339 Sq. Ft. or 3.451 Acres.

15-01-479-021

Exhibit B

Legal Description of the Phase Two Tract

A parcel of land located in Block 22, Plat A, Salt Lake City Survey, more particularly described as follows;

The North 82.5 feet of Lots 3 and 4, and All of Lots 5 and 6, Block 22, Plat A, Salt Lake City Survey more particularly described as follows:

Beginning at a point on the south right-of-way line of 600 South Street, said point being South $00^{\circ}03'32''$ East 65.58 feet and South $89^{\circ}56'28''$ West 30.22 feet and South $89^{\circ}56'45''$ West 330.11 feet from the monument located at the intersection of Main Street and 600 South Street, said point also being the Northeast corner of Lot 6, Block 22, Plat A, Salt Lake City Survey and running;

Thence South $0^{\circ}01'50''$ East 412.61 feet along the east line of said Lot 6 and east line of Lot 3, Block 22, Plat A, Salt Lake City Survey;

Thence South $89^{\circ}56'54''$ West 330.19 feet to the East right-of-way line of West Temple Street;

Thence North $0^{\circ}01'10''$ West 412.59 feet along said east right-of-way to the South right-of-way line of 600 South Street;

Thence North $89^{\circ}56'45''$ East 330.11 feet along said south right-of-way line to the point of beginning.

Parcel contains 136,218 Sq. Ft. 3.127 Acres.