

When recorded, please return to:

Mountain Point Business Center, LLC
Attn: Stephen Hopkins
3401 N. Center St. #300
Lehi, UT 84043

33-11-255-001

33-11-200-043

33-11-200-044

14074744 B: 11402 P: 3311 Total Pages: 11
02/23/2023 10:15 AM By: ECarter Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

**RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT
(Mountain Pointe Industrial Subdivision)**

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT (“Agreement”) is made and executed effective as of the 17 day of February, 2023 (“Effective Date”), by and between Mountain Point Business Center 1, LLC, a Utah limited liability company and its successors and assigns (“Phase 1 Owner”), and Mountain Point Business Center 2, LLC, a Utah limited liability company and its successors and assigns (“Phase 2 Owner”). Phase 1 Owner and Phase 2 Owner may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

(A) Phase 1 Owner is the owner of record of certain real property located in Salt Lake County, Utah, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (“Phase 1 Property”).

(B) Phase 2 Owner is the owner of record of certain real property located adjacent to the Phase 1 Property to be more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (“Phase 2 Property”) effective upon recording of an approved Mountain Pointe Industrial Subdivision Phase 2 plat; the Phase 1 Property and Phase 2 Property may be referred to hereafter individually as a “Property” and together as the “Parcels” or the “Properties”.

(C) The Parties intend to develop, construct and maintain a portion of the Parcels where the Phase 1 Property and Phase 2 Property adjoin for use as access for the Mountain Pointe Industrial Subdivision development (“Project”). The Project includes the subdivision of developed and improved land, which has been, is being, and will be developed to overlap on both the Phase 1 Property and Phase 2 Property.

(D) The Project will include access roads that provide vehicular access to and across the Properties (“Access Roads”).

(E) The Access Roads will be located on those portions of the Properties as generally described and depicted in **Exhibit C** attached hereto and incorporated herein by reference (“Easement Area”).

(F) While the approved Mountain Pointe Industrial Subdivision Phase 2 plat has not been recorded, the Parties desire to grant and convey reciprocal, non-exclusive easements and access rights on, over and across the Easement Area to be appurtenant to both Parcels and for the mutual beneficial use and enjoyment of both Parcels, their owners, their successors, assigns, tenants, invitees and guests, and to establish and set forth their respective maintenance obligations related to the same, as soon as practicable after approval and recording of Mountain Pointe Industrial Subdivision Phase 2 plat.

AGREEMENT

NOW, THEREFORE, in consideration of these purposes and other good and valuable consideration, the Parties agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.

2. Grant of Easement. Subject to the terms and conditions of this Agreement and approval and recording of the Mountain Pointe Industrial Subdivision Phase 2 plat, the Parties hereby grant and convey to each other, their successors, assigns, tenants, invitees and guests a non-exclusive, perpetual, easement appurtenant to both Parcels for vehicular ingress and egress over and across the Access Roads situated in those portions of the Easement Area located on each Party's respective Property, subject to the terms and conditions of this Agreement and any rules and regulations applicable to the Properties (each an "Easement" and collectively the "Easements"). The Easements shall permit unobstructed vehicular ingress, egress, and access over, across and upon the Easement Area for the benefit of the Properties, the owners thereof and their respective successors, assigns, residents, invitees and guests.

3. Maintenance and Repairs. Unless the Parties agree to the contrary, each Party, including its successors and assigns, shall be responsible, at its sole cost and expense, for the repair and upkeep of its Property, including that portion of the Access Roads (including any related utility located in the same) located on its Property, which repair and upkeep shall be performed in a workmanlike, diligent and efficient manner and shall include maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality; plowing of snow and ice from paved surfaces; and restriping as required to keep the same clearly visible. All such maintenance, repair and replacement shall be accomplished in a first-class, lien-free manner in accordance with standards pursuant to similarly situated property of similar size maintained in Salt Lake County, Utah, and consistent with any covenants, conditions and restrictions applicable to the Properties. If either Party damages the Access Roads, that Party agrees to promptly repair the same at its expense to the condition existing immediately prior to the damage. In the event the Parties agree that one Party, specifically, will be responsible for the routine maintenance, upkeep and repair of the Access Roads, the Parties (or their successors and/or assigns) will share the costs for such maintenance, upkeep and repair on a pro-rata basis based upon the number of completed units in the Project. In the event a Party fails to maintain the Access Roads (including any related utility located in the same) located on its Property as required herein, or fails to reimburse a Party who the Parties mutually agree will be

solely responsible for the same, a Party, including a lender or third party with a secured interest against the Project, may, following five (5) days written notice to the defaulting Party, but without obligation to do so, enter upon the Properties to perform such necessary maintenance. Further, if such action is needed, such Party shall be entitled to reimbursement of the necessary and reasonable costs incurred in performing said maintenance.

4. Rules. The Parties may mutually establish reasonable rules and restrictions with regard to the time, place, and manner of access to and use of the Access Roads. Neither the Parties nor their successors, assigns, residents, invitees and guests can acquire any right, title or interest in and to the Easement Area by adverse possession, prescriptive easement or other legal theories.

5. Insurance. Each Party shall maintain comprehensive general liability insurance, including contractual liability coverage, naming the other Party as an additional insured and providing coverage with a combined bodily injury, death and property damage limit of Two Million and 00/100 Dollars (\$2,000,000.00) or more per occurrence. Each Party shall provide the other with a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder.

6. Damage or Condemnation.

a. *Damage.* In the event that any portion of the Easement Area is destroyed or damaged by fire, casualty or force majeure, the Party's Property upon which the Easement Area is so damaged shall, at its sole cost and expense, forthwith repair and restore such area to the condition that existed immediately prior to such damage.

b. *Condemnation.* In the event that any part of a Property is condemned, the owner of the affected Property, at its sole cost and expense, shall restore such area as much as practicable to provide the same approximate configuration, size and location of the drives, and driveways, together with existing curb cuts to adjacent roadways existing prior to the condemnation. Unless the owner of the affected Property has otherwise provided for the cost of restoration, any award on account of a condemnation on the affected Property first shall be used in the restoration of the same, and any claim to the award made by a Property owner, or its tenants or licensees hereunder shall be expressly subject and subordinate to its use in such restoration. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking. Nothing in this Section shall be construed to give any Party an interest in any award or payment made to the other Party in connection with any exercise of the power of eminent domain or any transfer in lieu thereof affecting said Party's Property or giving the public or any government any rights in said Property except as may be provided by applicable law.

7. Remedies and Enforcement. In the event of a default or threatened default by any Party hereunder, and/or any such Party's respective successors and/or assigns, of any of the terms, easements, covenants, conditions or restrictions hereof, the non-defaulting Party shall be entitled to pursue all available legal and equitable remedies from the consequences of such breach, including but not limited to specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding

the foregoing, no default hereunder shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement.

8. Indemnification. Each Party (“Indemnifying Party”) agrees to indemnify, release and defend, with counsel of the other Party’s choice, and hold the other Party and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, “Indemnitees”) harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorney fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively “Claims”, or a “Claim”) from or by any unaffiliated third party or the Indemnifying Party, arising from or relating to (i) any use of the Easement Area, the other Party’s Property, and/or adjacent areas by the Indemnifying Party, (ii) any act or omission of Indemnifying Party, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Indemnifying Party and its property on the Easement Area and/or adjacent areas, and (iv) any enforcement by the other Party of any provision of this Agreement and any cost of removing the Indemnifying Party’s employees or its property or equipment from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

9. Covenant Running with the Land. The provisions of this Agreement shall run with the land and shall apply to, bind and inure to the benefit of the Parties their successors and assigns.

10. Modification. This Agreement may not be amended, expanded or modified except by a further agreement in writing and in recordable form by the Parties or their successors or assigns. No amendment, change, or modification of any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by both Phase 1 Owner, its successor or assignee; and, Phase 2 Owner or its successor or assignee. Notwithstanding any conflicting preference or precedent established by statute, common law or in equity, the Parties waive all defenses to the enforcement of this provision, together with the right to claim that this Agreement was amended, changed or modified in any way by reason of the Parties’ course of dealing, industry standard, promise, representation, statement, reliance, passage of time, or other theory.

11. Recordation. This Agreement shall be recorded in the Salt Lake County Recorder’s Office as soon as is practicable after approval and recording of the Mountain Pointe Industrial Subdivision Phase 2 plat.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah.

13. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to the general public or for the general public or for any public purpose whatsoever, it

being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed.

[Signatures and Acknowledgments Follow]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of Effective Date.

MOUNTAIN POINT BUSINESS CENTER 1, LLC

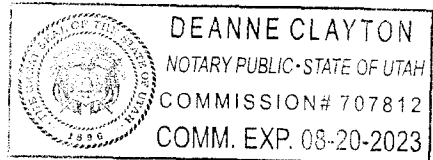
By: James G. Seaber
Print: James G. Seaber
Its: Manager

STATE OF UTAH)
) : SS
) UTAH
COUNTY OF ~~SALT LAKE~~)

On the this 17TH day of FEBRUARY, 2023, personally appeared before me DEANNE CLAYTON, who being by me duly sworn, says that she/he is the authorized managing member of Mountain Point Business Center 1, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement and said JAMES G SEABER, MANAGER acknowledged to me that said limited liability company executed the same.

Deanne Clayton

NOTARY PUBLIC



MOUNTAIN POINT BUSINESS CENTER 2, LLC

By: James G. Seaber
Print: James G. Seaber
Its: Manager

STATE OF UTAH)
) : SS
) UTAH
COUNTY OF ~~SALT LAKE~~)

On the this 17TH day of FEBRUARY, 2023, personally appeared before me DEANNE CLAYTON, who being by me duly sworn, says that she/he is the authorized managing member of Mountain Point Business Center 2, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its operating agreement and said JAMES G SEABER, MANAGER acknowledged to me that said limited liability company executed the same.

Deanne Clayton

NOTARY PUBLIC

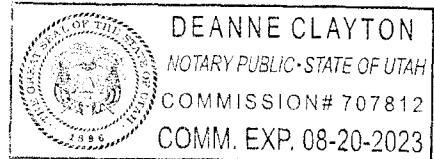


EXHIBIT "A"

(Legal Description of the Phase 1 Property)

Lot 101, MOUNTAIN POINTE INDUSTRIAL SUBDIVISION PHASE 1, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on March 23, 2021 as Entry No. 13607160 in Book 2021 P at Page 73.

Tax Id No.: 33-11-255-001

EXHIBIT "B"

(Legal Description of the Phase 2 Property)

BEG N 89°28'05" E 520.13 FT & N 00°31'55" W 777.30 FT & N 00°13'52" E 401.19 FT M OR L FR CTR SEC 11, T4S, R1W, SLM; N 0°13'52" E 283.53 FT; N 89°29'44" E 125.39 FT; NE'LY ALG 2.54 FT RADIUS CURVE TO L, 3.62 FT (CHD N 48°36'23" E); N 0°15'41" W 7.85 FT; N 89°44'19" E 181 FT; S 0°15'41" E 9.50 FT; SE'LY ALG 2.50 FT RADIUS CURVE TO L, 3.93 FT (CHD S 45°15'41" E); N 89°44'19" E 18.90 FT; S 0°15'41" E 2 FT; N 89°44'19" E 124.61 FT; S 0°15'23" E 321.41 FT M OR L; S 77°35'41" W 33.43 FT; N 2°18'03" W 13.48 FT; N 40°48'59" W 35.84 FT; N 89°10'10" W 400.88 FT TO BEG.

Tax ID No.: 33-11-200-043-0000

BEG N 89°28 05" E 520.13 FT & N 00°31 55" E 777.30 FT FR THE CEN OF SEC 11, T4S, R1W, SLM; N 0°13'52" E 401.19 FT; S 89°10'10" E 400.88 FT; S 40°48'59" E 35.84 FT; S 2°18'03" E 13.48 FT; N 77°35'41" E 33.43 FT M OR L; S 00°15'23" E 359.85 FT M OR L; S 89°44'19" W 460.72 FT TO BEG.

Tax ID No.: 33-11-200-044-0000

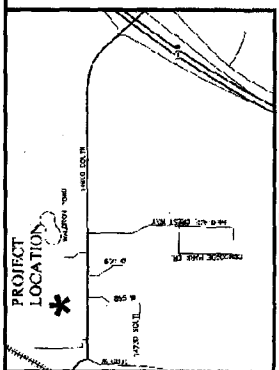
EXHIBIT "C"

(Description and Depiction of the Easement Area)

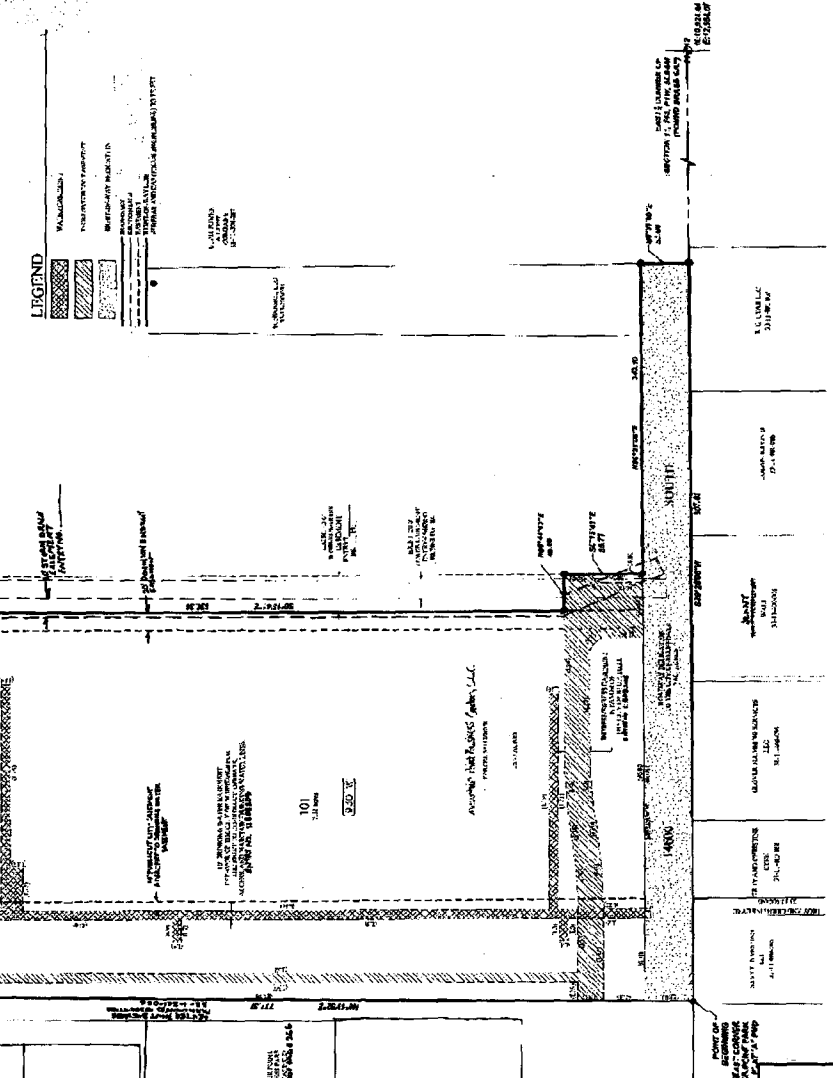
All of the Access Roads, including in subsequent phases of the same, and other portions of the Properties generally depicted on the attached Mountain Pointe Industrial Subdivision Phase 1 plat and the attached Mountain Pointe Industrial Subdivision Phase 2 plat, to be supplanted as may be shown in any plat filed for record in Bluffdale City, Salt Lake County, State of Utah, or that may exist for the common use and enjoyment of the Parties, their successors, assigns, tenants, invitees and guests.

MOUNTAIN POINTE INDUSTRIAL SUBDIVISION PHASE I

LOCATED IN THE NE 1/4 OF SECTION 11, T49, R1W, S16E, AM
THE CITY OF BLOUDDALE SALT LAKE COUNTY, UT 84111



Signage	Location	Area	Height	Color	Background	Lettering
1	Frontage	100'	8'-0"	White	Red	White
2	Frontage	100'	8'-0"	White	Blue	White
3	Frontage	100'	8'-0"	White	Green	White
4	Frontage	100'	8'-0"	White	Yellow	White
5	Frontage	100'	8'-0"	White	Purple	White
6	Frontage	100'	8'-0"	White	Pink	White
7	Frontage	100'	8'-0"	White	Orange	White
8	Frontage	100'	8'-0"	White	Light Blue	White
9	Frontage	100'	8'-0"	White	Light Green	White
10	Frontage	100'	8'-0"	White	Light Yellow	White
11	Frontage	100'	8'-0"	White	Light Purple	White
12	Frontage	100'	8'-0"	White	Light Pink	White
13	Frontage	100'	8'-0"	White	Light Orange	White
14	Frontage	100'	8'-0"	White	Light Light Blue	White
15	Frontage	100'	8'-0"	White	Light Light Green	White
16	Frontage	100'	8'-0"	White	Light Light Yellow	White
17	Frontage	100'	8'-0"	White	Light Light Purple	White
18	Frontage	100'	8'-0"	White	Light Light Pink	White
19	Frontage	100'	8'-0"	White	Light Light Orange	White
20	Frontage	100'	8'-0"	White	Light Light Light Blue	White
21	Frontage	100'	8'-0"	White	Light Light Light Green	White
22	Frontage	100'	8'-0"	White	Light Light Light Yellow	White
23	Frontage	100'	8'-0"	White	Light Light Light Purple	White
24	Frontage	100'	8'-0"	White	Light Light Light Pink	White
25	Frontage	100'	8'-0"	White	Light Light Light Orange	White
26	Frontage	100'	8'-0"	White	Light Light Light Light Blue	White
27	Frontage	100'	8'-0"	White	Light Light Light Light Green	White
28	Frontage	100'	8'-0"	White	Light Light Light Light Yellow	White
29	Frontage	100'	8'-0"	White	Light Light Light Light Purple	White
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CONVEYANCE CERTIFICATE
THIS CERTIFICATE IS A PUBLIC RECORD. ANY PERSONS WHOSE INTERESTS ARE AFFECTED BY THIS CERTIFICATE SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE CONTENTS OF THIS CERTIFICATE BY THE RECORDING OFFICE. ANY PERSON WHOSE INTERESTS ARE AFFECTED BY THIS CERTIFICATE AND WHO DOES NOT FILE THIS CERTIFICATE WITHIN THE TIME SPECIFIED HEREIN SHALL BE DEEMED TO HAVE BEEN ADVISED OF THE CONTENTS OF THIS CERTIFICATE BY THE RECORDING OFFICE.

DATE: 05/13/2010

LOCAL DESCRIPTION
THIS SUBDIVISION IS SITUATED IN THE NE 1/4 OF SECTION 11, T49, R1W, S16E, AM, CITY OF BLOUDDALE, SALT LAKE COUNTY, UTAH. THE SUBDIVISION IS BOUNDED BY THE EAST LINE OF THE BLOUDDALE INDUSTRIAL SUBDIVISION TO THE EAST, THE SOUTH LINE OF THE BLOUDDALE INDUSTRIAL SUBDIVISION TO THE SOUTH, THE WEST LINE OF THE BLOUDDALE INDUSTRIAL SUBDIVISION TO THE WEST, AND THE NORTH LINE OF THE BLOUDDALE INDUSTRIAL SUBDIVISION TO THE NORTH.

OWNERS DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HEREBY DEDICATE TO THE CITY OF BLOUDDALE, SALT LAKE COUNTY, UTAH, THE TRACT OF LAND HEREIN DESCRIBED, TOGETHER WITH ALL RIGHTS AND INTERESTS THEREIN, TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF TRILITY LIGHTING SYSTEMS.

BY: *[Signature]*

LIMITED LIABILITY ACKNOWLEDGMENT
I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I AM A PARTNER OR MEMBER OF A LIMITED LIABILITY COMPANY AND THAT THE SIGNATURE OF SAID LIMITED LIABILITY COMPANY IS NECESSARY TO COMPLETE THIS INSTRUMENT. THE SIGNATURE OF SAID LIMITED LIABILITY COMPANY IS HEREBY SET FORTH IN THE INSTRUMENT TO WHICH THIS INSTRUMENT IS REFERRED.

DATE: 05/13/2010

MOUNTAIN POINTE INDUSTRIAL SUBDIVISION
PHASE I
RECORDED IN THE CITY OF BLOUDDALE, SALT LAKE COUNTY, UTAH, IN THE PUBLIC RECORDS, BOOK 123, PAGE 456.

APPROVALS:
SALT LAKE COUNTY: APPROVED BY THE COUNTY ENGINEER, DATE: 05/13/2010.
CITY OF BLOUDDALE: APPROVED BY THE CITY ENGINEER, DATE: 05/13/2010.
PLANNING COMMISSION: APPROVED BY THE PLANNING COMMISSION, DATE: 05/13/2010.
SOUTH VALLEY SCHED. DISTRICT: APPROVED BY THE SOUTH VALLEY SCHED. DISTRICT, DATE: 05/13/2010.
SALT LAKE COUNTY HEALTH DEPARTMENT: APPROVED BY THE HEALTH DEPARTMENT, DATE: 05/13/2010.

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, L.L.C.
1000 S. 1000 W. SUITE 200
SALT LAKE CITY, UT 84119

