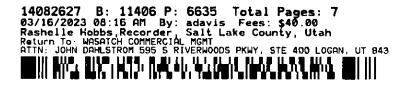
When recorded please return to:

Wasatch Commercial Management, Inc. Attn: John Dahlstrom 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321



CROSS ACCESS – CROSS EASEMENT

WITNESSETH:

WHEREAS, Lot 1 Owner is the owner of a certain parcel of land located in West Valley City, Salt Lake County, Utah adjacent to the Lot 2 Parcel (as defined herein below) as more particularly described on <u>EXHIBIT A</u> (the "Lot 1 Parcel");

WHEREAS, Lot 2 Owner is the owner of a certain parcel of land located in West Valley City, Salt Lake County, Utah, adjacent to the Lot 1 Parcel more particularly described in <u>EXHIBIT</u> B attached hereto and made a part hereof (the "Lot 2 Parcel");

WHEREAS, the Lot 1 Parcel and the Lot 2 Parcel share common property lines as shown on the Site Plan attached hereto as <u>EXHIBIT C</u> and made a part hereof (the "**Site Plan**");

WHEREAS, the Parties wish to create a non-exclusive easement across the Lot 2 Parcel for the benefit of the Lot 1 Parcel and a non-exclusive easement across the Lot 1 Parcel for the Benefit of the Lot 2 Parcel each to allow access to and from the other parcel from Lake Park Boulevard in West Valley City, Salt Lake County, Utah.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EASEMENTS

- 1. <u>Lot 1 Owner</u>. Stonebridge I Holdings, LLC represents that it is the owner of the Lot 1 as identified herein above and in Exhibits A.
- 2. <u>Lot 2 Owner</u>. Stonebridge II Holdings, LLC represents that it is the owner of the Lot 2 as identified herein above and in Exhibits B.
- 2. <u>Cross Access Easement Lot 1 Parcel</u>. Lot 1 Lot 1 Owner hereby grants to Lot 2 Owner nonexclusive and reciprocal easements for ingress and egress of vehicular and pedestrian traffic on

and over the established and designated roadways now existing or hereafter constructed or reconfigured on and through the Lot 1 Parcel for the purpose of providing access to and from the Lot 2 Parcel and each of them, and to and from the public streets or rights of way adjacent to and servicing the Lot 1 Parcel for the benefit of Lot 2 Owner (including, but not necessarily limited to Lake Park Boulevard in West Valley City, Salt Lake County, Utah).

- 3. Cross Access Easement Lot 2 Parcel. Lot 2 Owner hereby grants to Lot 1 Owner nonexclusive and reciprocal easements for ingress and egress of vehicular and pedestrian traffic on and over the established and designated roadways now existing or hereafter constructed or reconfigured on and through the Lot 2 Parcel for the purpose of providing access to and from the Lot 1 Parcel and each of them, and to and from the public streets or rights of way adjacent to and servicing the Lot 2 Parcel for the benefit of Lot 1 Owner (including, but not necessarily limited to Lake Park Boulevard in West Valley City, Salt Lake County, Utah.)
- 4. <u>Appurtenant to Land</u> Each and all of the terms, covenants, conditions and restrictions of this Agreement are appurtenant to the properties which they are intended to benefit, and none of such terms, covenants, conditions or restrictions may be transferred, assigned or encumbered except as an appurtenance to the Lot 1 Parcel or the Lot 2 Parcel as the case may be.

MISCELLANEOUS

- 5. <u>Amendment</u>. No part of this Agreement may be terminated or modified without the prior consent of the owner of the Lot 1 Parcel and the owner of the Lot 2 Parcel.
- 6. No Joint Venture. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the parcels or their tenants or licensees.
- 7. No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.
- 8. <u>Severability</u>. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.
- 9. <u>Notices.</u> Any notice or demand desired or required to be given hereunder shall be in writing and deemed given (i) when received by the addressee if delivered by courier service, (ii) when received by the addressee if personally delivered, (iii) three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered, or (iv) if sent by email, (provided followed by one of the other methods) when transmission is received by the addressee with electronic or telephonic confirmation; in each case addressed, or emailed to Lot 1A Owner or Lot 1B Owner, as the case may be, at the following address, telecopy number, or email address:
 - a. If to Lot 1 Owner, to:

Stonebridge I Holdings, LLC.	
595 South Riverwoods Parkway, Suite 400	
Logan, Utah 84321	
Email: jdahlstrom@netwasatch.com	

b. If to Lot 2 Owner, to:

Stonebridge II, LLC.	
595 South Riverwoods Parkway, Suite 400	
Logan, Utah 84321	
Email: idahlstrom@netwasatch.com	

or to such other address or person or email address as hereafter shall be designated, in writing, by the applicable party in the manner provided above for the giving of notices; provided, however, a post office box may not be designated as a party's address. Attempted but rejected delivery shall be deemed delivery.

- 10. <u>Assignment</u>: This Agreement may be assigned by either party, but only with the written consent of the other party.
- 11. <u>Successors and Assigns/Term.</u> All of the provisions hereof shall run with the land as of the date first above written and shall continue in full force and effect in perpetuity.
- 12. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LOT 1 OWNER:

LOT 2 OWNER:

STONEBRIDGE I HOLDINGS, LLC

STONEBRIDGE II HOLDINGS, LLC

Name: Dolf Loy Hansen

Title: Manager

Name: Dell Loy Hansen

Title: Manager

STATE OF UTAH

) ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____day of March 2023, by Dell Loy Hansen, the Manager of Stonebridge I Holdings, LLC, a Utah limited liability company, as owner of the Lot 1 Parcel on behalf of the company.



Notary Public

STATE OF UTAH) ss. COUNTY OF SALT LAKE)

Notary Public

JOHN DAHLSTROM
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 12/23/2025
Commission # 721522

EXHIBIT A

Legal Description Lot 1

LOT 1, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

EXHIBIT B

Legal Description - Lot 2

LOT 2, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

EXHIBIT C

SITE PLAN

