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Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 12 P.

AFTER RECORDING, RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107

15-15-177-019

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23 day of June, 2017, by and between CRE PROPERTIES, LLC, a Utah limited liability company ("CRE Properties"), and VRE SALT LAKE, LLC, a Texas limited liability company ("VRE") (each a "Party" and collectively the "Parties").

W I T N E S S E T H:

A. CRE Properties is the owner of that certain tract of land situated in the City of Salt Lake, Salt Lake County, Utah, described on Exhibit "A" attached hereto (collectively, the "CRE Properties Parcel").

B. VRE is the owner of that certain tract of land situated in the City of Salt Lake, Salt Lake County, Utah, described on Exhibit "B" attached hereto and made a part hereof (the "VRE Parcel").

C. CRE Properties and VRE have each agreed to grant to the, for the benefit of their respective Parcels, non-exclusive cross access easements upon and across the Parcels for access to 1700 South St. and Redwood Rd., as hereinafter set forth, and

NOW, THEREFORE, for and in consideration of the premises, CRE Properties, VRE and Maverik do hereby agree as follows:

1. Grant of CRE Properties Easement. Subject to any easements or restrictions of record, CRE Properties does hereby grant, sell and convey to VRE, a perpetual non-exclusive easement (the "CRE Properties Easement") over and across any and all paved roadways, driveways

and curb cuts now or hereafter located on the CRE Properties Parcel, for the benefit of and appurtenant to the VRE Parcel, for the purpose of access, ingress and egress over, on and across the CRE Properties Parcel to and from the VRE Parcel, specifically including vehicular and pedestrian access, to have and hold it to VRE, and each of their tenants, invitees, successors, or assigns forever, subject to the terms hereof. Subject to the terms hereof, CRE Properties shall have the right to move, relocate, or reconfigure any such paved roadways, driveways and curb cuts located on the CRE Properties Parcel from time to time in its sole discretion and at its sole cost.

2. Grant of VRE Easement. Subject to any easements or restrictions of record, VRE does hereby grant, sell and convey to CRE Properties a perpetual non-exclusive easement (the "VRE Easement") over and across any and all paved roadways, driveways and curb cuts now or hereafter located on the VRE Parcel, for the benefit of and appurtenant to the CRE Properties Parcel and, for the purpose of access, ingress and egress over, on and across the VRE Parcel to and from the CRE Properties Parcel, specifically including vehicular and pedestrian access, to have and hold it to CRE Properties, and each of their tenants, invitees, successors, or assigns forever, subject to the terms hereof. Subject to the terms hereof, VRE shall have the right to move, relocate, or reconfigure any such paved roadways, driveways and curb cuts located on the VRE Parcel from time to time in its sole discretion and at its sole cost.

(The CRE Properties Easement and VRE Easement are collectively referred to as the "Easements")

3. Purpose: The purpose of the Easements are for vehicular and pedestrian ingress and egress over and across the Parcels and for access to and from 1700 South St. and Redwood Rd and the adjoining streets.

4. Relocation of Easements. Notwithstanding anything contained herein to the contrary, any paved roadways, driveways and curb cuts located within the shaded portion of the CRE Properties Parcel as depicted on the site plan on Exhibit "C" (the "Access Drive") shall not be moved, relocated or reconfigured at any time unless the cost of such shall be borne solely by CRE Properties, or its successors or assigns, and a drive of equal quality and size shall be constructed in a manner that does not interrupt or adversely affect the access to the VRE Parcel by delivery trucks or customers in VRE's sole discretion.

5. Duration of Easements. The Easements shall be for a term (the "Term") commencing with the date hereof and continue perpetually. The Parties hereby warrant and shall forever defend the Easements unto the other Party, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Party, but not otherwise.

6. Appurtenant to the Parcels. The Easements are appurtenant to and shall run with the Parcels. Furthermore, in the event either Party transfers or conveys a portion of its respective Parcel, the Easements granted in this Agreement that benefit, bind, and burden the remainder of such Parcel not transferred or conveyed will benefit, bind, and burden the portion of such Parcel so transferred or conveyed, and the Easements granted herein which benefit, bind and burden the portion so

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transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part and shall run with the Parcels.

7. Repair and Maintenance. CRE Properties shall be responsible for the maintenance of the portion of the Easement located on the CRE Properties Parcel. VRE shall be responsible for the maintenance of the portion of the Easement located on the VRE Parcel. Each party covenants and agrees to keep and maintain the portion of the Easement located on its respective Parcel to at least the level of maintenance of the other parties' Parcels. Notwithstanding the foregoing, until the CRE Properties Parcel is developed, VRE shall be responsible for the maintenance of the Access Drive and the costs thereof.

8. Binding Effect. The Easements, rights, covenants and other obligations created hereunder shall create mutual benefits and servitudes running with the land. Subject to the other provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, lessees, successors and assigns, and tenants and subtenants.

9. Partial Invalidity. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

10. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

11. Modification or Termination. This Agreement may be modified, amended, or terminated only by the joint action of the record owners of the Parcels. Such action shall only become effective after it has been reduced to writing and filed in the Official Public Records of Salt Lake County, Utah.

12. No Merger. It is expressly understood and agreed that, unless otherwise clearly indicated to the contrary in a written, recorded document executed by the Parties, or their respective successors or assigns, the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Parcels by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter

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hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

15. Indemnification. Each Party shall hold the other parties harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by such parties in connection with the exercise by a party, its employees, tenants, contractors, invitees, agents or licensees of the Easements and rights created herein, except to the extent caused by the negligence or willful act of another party to this Agreement, its employees, tenants, contractors, agents or licensees. Each Party will at all times during the duration of this Agreement maintain and pay for comprehensive general liability insurance affording protection to itself in commercially reasonable amounts.

16. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the record address for each Parcel, or as otherwise directed by the Parties. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. Default. In the event of a breach, or attempted or threatened breach, by any owner of any portion of the Parcels of any of the terms, covenants, and conditions hereof, any one or all of the other owners of the Parcels shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by an owner in any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the defaulting owner's portion of the Parcels effective upon recording notice thereof in the Office of the County Clerk of Salt Lake County, Utah. The remedies of any one or all such owners to the Parcels shall be cumulative as to each owner and as to all other remedies permitted at law or in equity. Notwithstanding the foregoing, each Party shall have the right, but not the obligation, to cure any breach or default by the other Party of an obligation under this Agreement which remains uncured after delivery to such other Party of written notice of such breach or default for more than thirty (30) days after such notice. In the event that the failure to perform the work or other breach of this Agreement creates an imminent danger of damage to a Parcel, or jeopardizes the continuance of business operations on a Parcel, no notice shall be required in order for a Party to commence a cure. Each Party grants the other Party a license to enter upon the respective Easement areas and those portions of the Parcels adjacent to the Easement Areas reasonably necessary for the purpose of exercising the cure rights provided under this Agreement.

18. Choice of Law, Venue and Forum. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Utah, without giving effect to its choice of laws principles.

[Signature page follows.]

EXECUTED as of the date first written above.

CRE Properties:

CRE PROPERTIES, LLC,
a Utah limited liability company

By: Patricia M. Rawlings
Name: PATRICIA M. RAWLINGS
Title: MANAGER

~~VRE:~~
~~VRE SALT LAKE, LLC,~~
~~a Texas limited liability company~~
~~By: _____~~ <SEE COUNTERPART >
~~Jason Keen, Manager~~

- Exhibits:
"A" - Description of the CRE Properties Parcel
"B" - Description of the VRE Parcel
"C" - Access Drive

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EXECUTED as of the date first written above.

CRE Properties:

CRE PROPERTIES, LLC,
a Utah limited liability company

<SEE COUNTERPART>

By: _____
Name: _____
Title: _____

VRE:

VRE SALT LAKE, LLC,
a Texas limited liability company

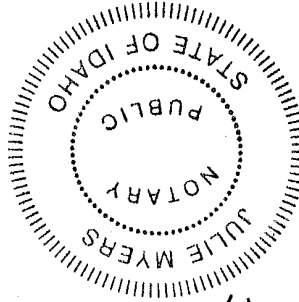
By: _____
Jason Keen, Manager

Exhibits:

"A" - Description of the CRE Properties Parcel

"B" - Description of the VRE Parcel

"C" - Access Drive



STATE OF Idaho §
COUNTY OF Bannock §

This instrument was acknowledged before me on the 22nd day of June, 2017, by Patricia Rawlings, Manager of CRE Properties, LLC, on behalf of said limited liability company

Julie Myers
Notary Public, State of Idaho

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2017, by Jason Keen, Manager, of VRE Salt Lake, LLC, on behalf of said company.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107

EXHIBIT "A"

CRE PROPERTIES PARCEL

A PARCEL OF LAND LOCATED WITHIN SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 15, T1S, R1W, SLBM; THENCE S00°10'10"E ALONG THE QUARTER SECTION LINE 2229.74 FEET; THENCE WEST, 70.94 FEET; THENCE S89°54'52"W, 242.83 FEET TO THE POINT OF BEGINNING;

THENCE S00°03'08"E, 177.05 FEET;

THENCE N89°57'55"E, 28.07 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE MAVERIK

PROPERTY;

THENCE S00°03'08"E ALONG SAID WEST LINE, 210.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET;

THENCE S89°56'52"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET,

285.00 FEET;

THENCE N00°03'08"W, 387.02 FEET;

THENCE N89°54'52"E, 256.93 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 105,355 SQUARE FEET OR 2.42 ACRES MORE OR LESS.

EXHIBIT "B"

VRE PARCEL

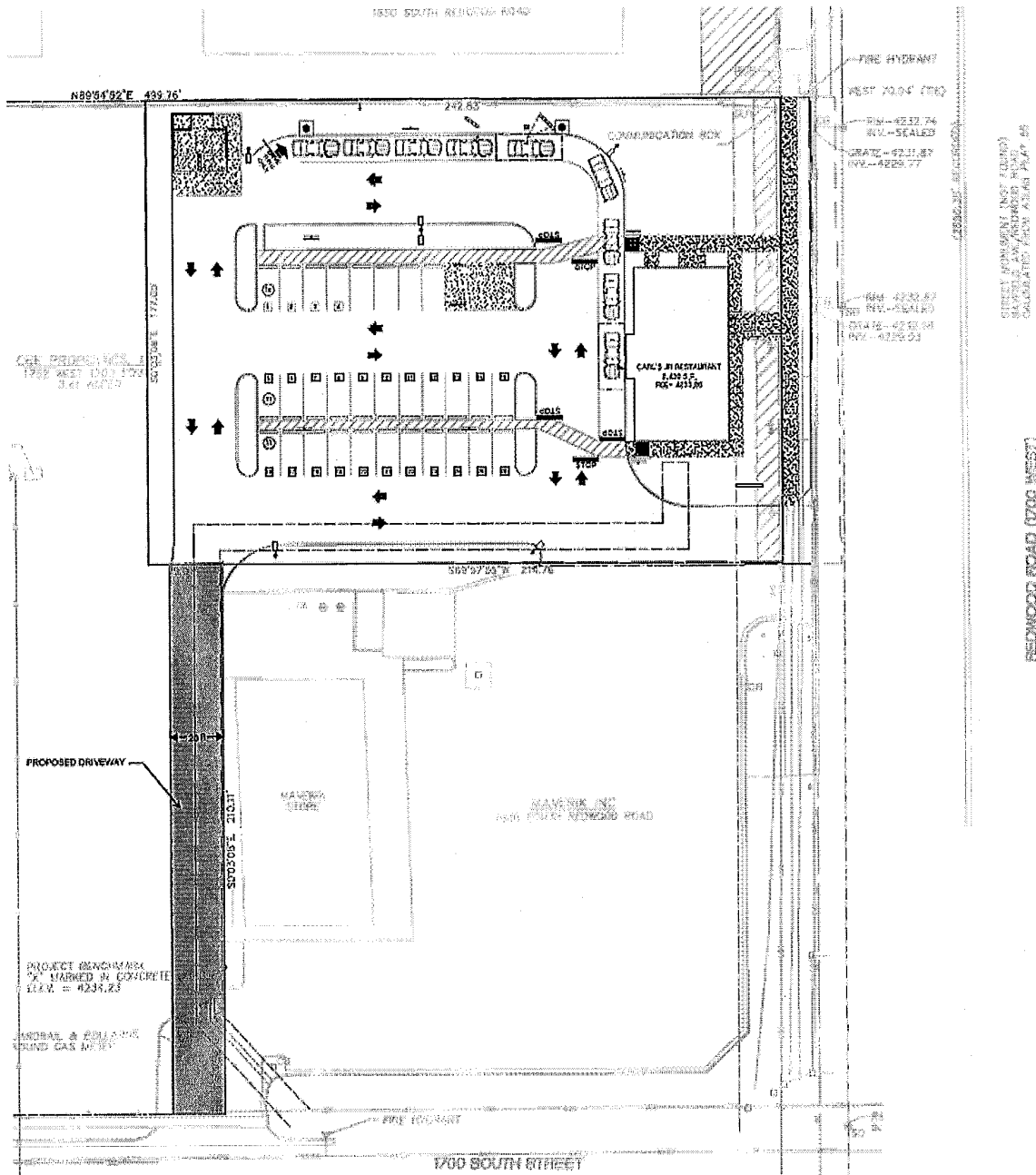
A parcel of land located within Southeast Quarter of the Northwest Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being further described as follows:

Commencing at a mag nail, marking the North Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base & Meridian; thence South $00^{\circ}10'10''$ East along the quarter section line 2229.74 feet; thence West, 70.94 feet to the west right of way line of Redwood Road and the point of beginning; thence South $00^{\circ}03'08''$ East, along said Redwood Road west right of way, 177.26 feet to a point on the north line of the Maverik property; thence South $89^{\circ}57'55''$ West along said north line, 214.76 feet to a point being the Northwest Corner of the Maverik property; thence South $89^{\circ}57'55''$ West, 28.07 feet to the Southwest Corner of Lot 1; thence North $00^{\circ}03'08''$ West, 177.05 feet to the Northwest Corner of Lot 1; thence North $89^{\circ}54'52''$ East, 242.83 feet to the point of beginning, being the Northeast Corner of Lot 1.

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EXHIBIT "C"

ACCESS DRIVE



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