

WHEN RECORDED, RETURN TO:
Bike, LLC
c/o James Gaddis Investment Co., LLC
1400 S. Foothill Drive, Suite 34
Salt Lake City, Utah 84108

13616481
3/31/2021 1:29:00 PM \$40.00
Book - 11147 Pg - 6255-6275
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SCALLEY & READING BATES HANSEN
BY: eCASH, DEPUTY - EF 21 P.

RECIPROCAL RIGHTS OF WAY AND CROSS ACCESS EASEMENTS AGREEMENT

THIS RECIPROCAL RIGHTS OF WAY AND CROSS ACCESS AGREEMENT (“Agreement”) is made as of February 10, 2021, by and among BIKE, LLC (“Bike”), OM SHIVAM HOSPITALITY, LLC, (“Om Shivam”), GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE LIVING TRUST DATED AUGUST 23, 2012, WELLS FARGO BANK, N.A., AS TRUSTEE OF THE CRYSTAL JOY CRAIG TRUST, WELLS FARGO BANK, N.A., AS TRUSTEE OF THE CAROL SUSAN CRAIG TRUST, CAROL WOODRUFF, BLAKE WOODRUFF, COLIN EDWIN CARLSON, and NICHOLAS GEORGE CARLSON (collectively, “Landowners”), each a “Party” and collectively the “Parties”.

RECITALS

A. The Landowners, as tenants in common, own the fee title to property described on Exhibit “A” attached hereto and improved with a hotel (the “Hotel Property”).

B. The Landowners, as Landlords, leased the Hotel Property under a Land Lease that is the subject of the Memorandum of Lease recorded in the Official Records of the County Recorder of Salt Lake County, Utah on May 10, 2013 as Entry No. 11638188 in Book 10136 at Pages 9819-9831.

C. Om Shivam is the present Tenant under the Land Lease pursuant to the Assignment and Assumption of Land Lease recorded in the Official Records of the County Recorder of Salt Lake County, Utah on September 30, 2016 as Entry No. 12378665 in Book 10483 at Pages 825-852. Om Shivam is the owner of the hotel and all improvements, personal property, and fixtures situated on the Hotel Property.

D. Bike owns the property described on Exhibit “B” attached hereto (the “Bike Property”) that is northwest of and adjacent to the Hotel Property.

E. The Hotel Property has a public right of way access from Redwood Road, a public roadway, by a driveway located on the West side of the Hotel Property and immediately South of the Bike Property (the “Redwood Road Right of Way”).

F. The Bike Property has a public right of way access from North Temple, a public roadway, by a driveway located on the Northeast side of the Bike Property (the “North Temple Right of Way”).

G. For more than twenty (20) years by way of prescriptive easements, the Parties and their predecessors in interest and their lessees, employees, invitees, and customers of each of Landowners, Om Shivam, Bike and the general public continuously and openly entered and exited to and from their respective properties through the Redwood Road Right of Way and the North Temple Right of Way (the “Rights of Way”), and from the Rights of Way, continuously and openly proceeded by ingress and egress across each other’s property for access to and from their respective properties (the “Cross Easements”).

H. Each of the Redwood Road Right of Way, North Temple Right of Way, and Cross Easements are described and depicted on Exhibit “C” attached hereto. Landowners, Om Shivam and Bike desire to ratify and confirm existence of and continuation of the Rights of Way and Cross Easements.

NOW THEREFORE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, including without limitation, the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledge, the Parties covenant and agree as follows:

1. Reciprocal Rights of Way and Cross Easements. Landowners, Bike and Om Shivam hereby each ratify, confirm, grant and convey for the benefit of each other Party and their lessees, employees, invitees, and customers, perpetual, continuous, and non-exclusive (i) use of the Redwood Road Right of Way and North Temple Right of Way, and (ii) the Cross Easements access easements for the purposes of pedestrian and vehicular access, ingress and egress across, to and from their respective properties.

2. No Obstructions. No Party will create a fence or other barrier that would prevent or obstruct the Rights of Way and the Cross Easements.

3. Nature of Easements and Rights Granted. The Rights of Way, Cross Easements, rights, covenants, and provisions ratified, confirmed, granted and contained in this Agreement shall be deemed to be perpetual and covenants running with the land and shall be binding upon and inure to the Bike Property and the Hotel Property (collectively, the "Parcels") and their respective owners and lessees and their respective successors and assigns. The easements, covenants and provisions ratified, confirmed, and granted are appurtenances to each of the Parcels and none of the easements and rights granted may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of such easements and rights, the particular property which is benefited by such easements and rights shall constitute the dominate estate, and the particular property which is burdened by such easements and rights shall constitute the servient estate.

4. Miscellaneous: If any action is filed to enforce any of the provisions contained herein, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, costs and expenses. No amendment or modification of this Agreement shall be valid unless in writing and signed by all of the Parties hereto, or their respective successors in interest. If any one or more of the provisions of this Agreement or the applicability of such provisions to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, will be deemed to constitute one and the same Agreement. The above Recitals are true, accurate and correct and by this reference incorporated into and are substantive part of and incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the undersigned duly authorized persons as of the day and year first above written.

OM SHIVAM
OM SHIVAM HOSPITALITY, LLC,
a Utah limited liability company
By: _____
Name: _____
Its: Pravish Sami

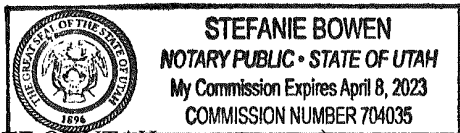
BIKE
BIKE, LLC, a Utah limited liability company
By: _____
Name: Samir Gaddis
Its: manager

[Signatures continue on the following two pages.]

[Page 4 intentionally left blank.]

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

The foregoing instrument was acknowledged before me this 1st day of ~~December, 2020~~ MARCH 2021 by James Gaddis, the Manager of BIKE, LLC on behalf of the limited liability company.

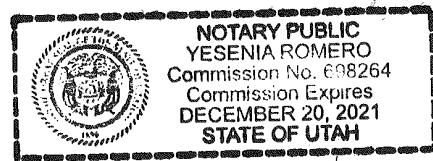


Stefanie Bowen
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 10 day of ~~December, 2020~~ February 2021 by Purvishkumar, the owner of OM SHIVAM HOSPITALITY, LLC on behalf of the limited liability company.

Yesenia Romero
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this ___ day of December, 2020 by Georgia Elaine Carlson as Trustee of the Georgia Elaine Carlson Revocable Living Trust dated August 23, 2012.

NOTARY PUBLIC

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

On the ___ day of _____, 202__, personally appeared before me _____, as Trustee of the Crystal Joy Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

LANDOWNERS

Georgia Elaine Carlson, Trustee of the Georgia Elaine Carlson Revocable
GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE LIVING TRUST dated August 23, 2012 *Mrs.*

WELLS FARGO BANK, N.A., Trustee of the Crystal Joy Craig Trust

By: _____

WELLS FARGO BANK, N.A., Trustee of the Carol Susan Craig Trust

By: _____

CAROL WOODRUFF

BLAKE WOODRUFF

COLIN EDWIN CARLSON

NICHOLAS GEORGE CARLSON

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

The foregoing instrument was acknowledged before me this ____ day of December, 2020 by _____, the Manager of BIKE, LLC on behalf of the limited liability company.

NOTARY PUBLIC

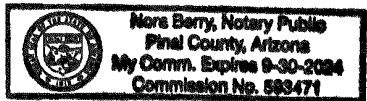
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of December, 2020 by _____, the _____ of OM SHIVAM HOSPITALITY, LLC on behalf of the limited liability company.

NOTARY PUBLIC

STATE OF UTAH *Arizona*)
 : ss.
COUNTY OF SALT LAKE *Maricopa*)

The foregoing instrument was acknowledged before me this 5 day of ^{*March 2021*} ~~December~~, 2020 by Georgia Elaine Carlson as Trustee of the Georgia Elaine Carlson Revocable Living Trust dated August 23, 2012.



[Signature]

NOTARY PUBLIC

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

On the ____ day of _____, 202__, personally appeared before me _____, as Trustee of the Crystal Joy Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

LANDOWNERS

GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE
LIVING TRUST dated August 23, 2012

WELLS FARGO BANK, N.A., Trustee of the Crystal Joy Craig Trust

By: *Todd Miller Vice Pres.*

WELLS FARGO BANK, N.A., Trustee of the Carol Susan Craig Trust

By: *Todd Miller Vice Pres.*

CAROL WOODRUFF

BLAKE WOODRUFF

COLIN EDWIN CARLSON

NICHOLAS GEORGE CARLSON

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

The foregoing instrument was acknowledged before me this ____ day of December, 2020 by _____, the Manager of BIKE, LLC on behalf of the limited liability company.

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ____ day of December, 2020 by _____, the _____ of OM SHIVAM HOSPITALITY, LLC on behalf of the limited liability company.

NOTARY PUBLIC

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

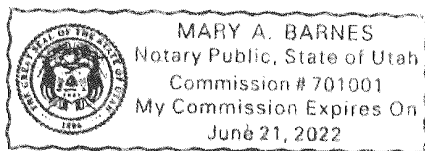
The foregoing instrument was acknowledged before me this ____ day of December, 2020 by Georgia Elaine Carlson as Trustee of the Georgia Elaine Carlson Revocable Living Trust dated August 23, 2012.

NOTARY PUBLIC

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

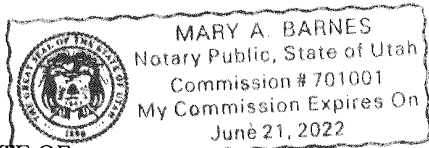
On the 10 day of March, 2021, personally appeared before me Todd Fuller ^{ms}, as Trustee of the Crystal Joy Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Mary A. Barnes
NOTARY PUBLIC



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

On the 10 day of March, 2021, personally appeared before me Todd Fuller, as Trustee of the Carol Susan Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Mary A Barnes
NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Carol Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Blake Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Colin Edwin Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

LANDOWNERS

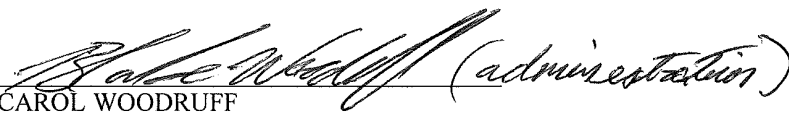
GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE
LIVING TRUST dated August 23, 2012

WELLS FARGO BANK, N.A., Trustee of the Crystal Joy Craig Trust

By: _____

WELLS FARGO BANK, N.A., Trustee of the Carol Susan Craig Trust

By: _____

 (administration)

CAROL WOODRUFF



BLAKE WOODRUFF

COLIN EDWIN CARLSON

NICHOLAS GEORGE CARLSON

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

On the ___ day of _____, 202__, personally appeared before me _____, as Trustee of the Carol Susan Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Carol Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

See attached Notary

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Blake Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

See attached Notary

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Colin Edwin Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

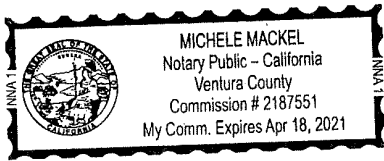
On March 8, 2021 before me, Michele Mackel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake Woodruff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Reciprocal Rights Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake Woodruff
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Power of Attorney
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

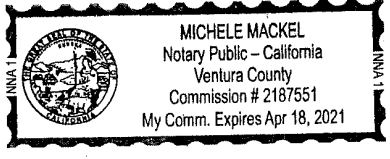
On March, 2021 before me, Michele Mackel, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Blake Woodruff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Residential Pledge Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

LANDOWNERS

GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE
LIVING TRUST dated August 23, 2012

WELLS FARGO BANK, N.A., Trustee of the Crystal Joy Craig Trust

By: _____

WELLS FARGO BANK, N.A., Trustee of the Carol Susan Craig Trust

By: _____

CAROL WOODRUFF

BLAKE WOODRUFF



COLIN EDWIN CARLSON

NICHOLAS GEORGE CARLSON

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

On the ___ day of _____, 202__, personally appeared before me _____, as Trustee of the Carol Susan Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Carol Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

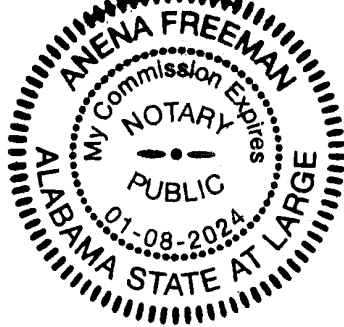
STATE OF _____)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 202__, personally appeared before me Blake Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF Alabama)
 : ss.
COUNTY OF Lauderdale)

On the 09 day of March, 2021, personally appeared before me Colin Edwin Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Anena Freeman
NOTARY PUBLIC

LANDOWNERS

GEORGIA ELAINE CARLSON, TRUSTEE OF THE GEORGIA ELAINE CARLSON REVOCABLE
LIVING TRUST dated August 23, 2012

WELLS FARGO BANK, N.A., Trustee of the Crystal Joy Craig Trust

By: _____

WELLS FARGO BANK, N.A., Trustee of the Carol Susan Craig Trust

By: _____

CAROL WOODRUFF

BLAKE WOODRUFF

COLIN EDWIN CARLSON




NICHOLAS GEORGE CARLSON

STATE OF Arizona)
)
COUNTY OF Maricopa) : ss.

On the 5 day of March, 2021, personally appeared before me Nicholas George Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.





NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Hotel Property

The real property situated in Salt County, Utah and more particularly described as follows:

Parcel 1:

BEGINNING at a point 33.5 feet North of the South quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 476.5 feet; thence East 150 feet; thence North 150 feet; thence East 249.25 feet; thence South 250 feet; thence East 100 feet; thence South 376.5 feet; thence West 499.25 feet to the point of BEGINNING.

LESS AND EXCEPTING:

Beginning at a point on the East right of way line of Redwood Road, said point being North 0°04'28" East 33.50 feet and North 89°56'26" East 18.21 feet and North 1°08'10" West 476.58 feet (476.60 feet measured) from the South Quarter Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 1°08'10" West along the East right of way line of Redwood Road 150.03 feet, more or less, to the South right of way line of North Temple Street; thence North 89°56'26" East along said South right of way line of North Temple Street 180.42 feet; thence South 0°03'08" East 150.00 feet; thence South 89°56'26" West 177.58 feet to the point of beginning.

Parcel 1A:

Together with a non-exclusive Right of Way over the following described property:

COMMENCING at a point on the South side of North Temple Street 499.25 feet East and 660 feet North of the Southwest corner of the Southeast quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence East 20 feet; thence South 250 feet; thence West 20 feet; thence North 250 feet to the place of COMMENCEMENT.

As the same is an appurtenance to that portion of Parcel 1 lying within the following described:

COMMENCING at the point on the South side of North Temple Street 499.25 feet East and 660 feet North of the Southwest corner of the Southeast quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 100 feet along the South side of North Temple Street; thence South 250 feet; thence East 100 feet; thence North 250 feet to the place of COMMENCEMENT.

The following is shown for information purposes only: Tax ID / Parcel No. 08-34-453-011

EXHIBIT "B"

Legal Description of Bike Property

The real property situated in Salt Lake County, Utah and more particularly described as follows:

Beginning North 00°04'28" East 33.5 feet and North 89°56'26" East 18.21 feet and North 01°08'10" West 476.58 feet from the South quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 01°08'10" West 139.34 feet, more or less; thence East 14.79 feet; thence North 10.70 feet; thence North 89 56'26" East 165.42 feet, more or less; thence South 00°03'08" East 150 feet; thence South 89°56'26" West 177.58 feet to the point of beginning.

Tax Parcel No.: 08-34-453-014

EXHIBIT "C"

Rights of Way and Cross Easements Descriptions and Map

(See Attached)

REDWOOD ROAD
(PAVED PUBLIC RIGHT OF WAY, WITH MARKS)

NORTH 10.70'
EAST 14.79'

N 1°08'10" W 139.44'

NORTH TEMPLE STREET
(PAVED PUBLIC RIGHT OF WAY, WITH MARKS)

NORTH TEMPLE
RIGHT OF WAY
ACCESS

N 89°58'08" E 165.40'

CROSS EASEMENT

BIKE LLC

OM SHIVAM &
LANDOWNERS

S 89°56'26" W 177.56'

CROSS
EASEMENT

REDWOOD ROAD RIGHT
OF WAY ACCESS

OM SHIVAM &
LANDOWNERS

EXHIBIT "C"