

When recorded return to:

DB TRAIL CROSSING WEST, LLC
1178 W. Legacy Crossing Blvd., Suite 100
Centerville, UT 84014
Attn: Spencer H. Wright

26-24-352-003

13954459 B: 11340 P: 2982 Total Pages: 7
05/18/2022 03:12 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE OF UTAH
6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is entered into this 12 day of May, 2022 by and between VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (“**VP Daybreak**”), and DB TRAIL CROSSING WEST, LLC, a Delaware limited liability company (“**DB Trail Crossing**”).

WHEREAS, VP Daybreak owns certain real property located in Salt County, State of Utah, as more particularly described on attached Exhibit “A” (the “**VP Daybreak Property**”); and

WHEREAS, DB Trail Crossing owns that certain real property adjacent to the VP Daybreak Property, as more particularly described on attached Exhibit “A” (the “**DB Trail Crossing Property**”); and

WHEREAS, the parties desire to grant certain easements over and across their respective properties for cross access for ingress, egress and access of vehicular and pedestrian traffic;

WHEREAS, the parties desire to set forth their respective duties and responsibilities relating to the easements granted herein,

NOW, THEREFORE, the parties agree as follows:

1. Access Easements.

(a) VP Daybreak hereby grants DB Trail Crossing, its successors and assigns and their guests, tenants, customers, employees, invitees and licensees, a non-exclusive perpetual easement over and across the VP Daybreak Property in the driveway location more particularly described on the attached Exhibit “B”, so that DB Trail Crossing has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the VP Daybreak Property to and from adjoining streets (the “**VP Daybreak Easement**”).

(b) DB Trail Crossing hereby grants VP Daybreak, its successors and assigns and their guests, tenants, customers, employees, invitees, licensees, a non-exclusive perpetual easement over and across the DB Trail Crossing Property in the driveway location more particularly described on the attached Exhibit “B”, so that DB Trail Crossing has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the DB Trail Crossing Property to and from adjoining streets (the “**DB Trail Crossing Easement**”). The VP Daybreak Easement and the DB Trail Crossing Easement may collectively be referred to herein as the “**Easement Area**”.

2. Maintenance of Easement Area; Improvements. Each party shall be solely responsible for maintaining the Easement Area on in its property. Each party shall have the right to construct any necessary or desired improvements on their respective properties, so long as reasonable access as described herein is maintained. DB Trail Crossing will be responsible for the installation of an improved driveway within the Easement Area.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever. The right of the public or any person to make any use whatsoever of the Easement Area, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of VP Daybreak and DB Trail Crossing. Notwithstanding any other provision herein to the contrary, the parties may periodically restrict ingress and egress from the Easement Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the parties.

4. Indemnification. The owner of each property shall indemnify, defend and hold the owner of the other property harmless from and against any claims, liability, damages or costs (“Claims”) arising out of or relating to the use of the Easement Area by the other property owner and its invitees, guests or customers unless and to the extent that such Claims are the result of the negligence of the owner of the property on which the Claim occurred.

5. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be “covenants running with the land”.

(b) Duration. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the parties shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law; Attorney’s Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original to the same effect as if all parties had executed the same instrument.

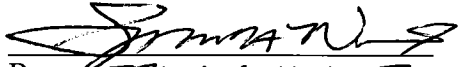
IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

[Signature Page Follows]

DB TRAIL CROSSING WEST, LLC,
a Delaware limited liability company

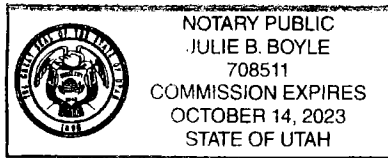
By: WDG TRAIL CROSSING, LLC,
a Utah limited liability company

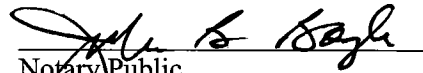
Its: Managing Member


By: SPENCER H. WRIGHT
Its: MANAGER

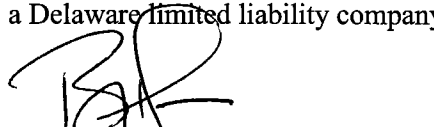
STATE OF UTAH
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 13 day of May, 2022, by Spencer H. Wright, the Manager of WDG TRAIL CROSSING, LLC, a Utah limited liability company, the Managing Member of DB TRAIL CROSSING WEST, LLC, a Delaware limited liability company.



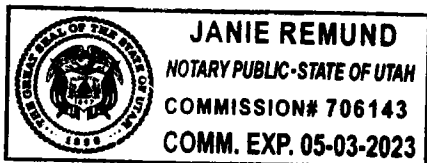

Notary Public

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company


By: Brad Holmes
Its: President

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Brad Holmes as President of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



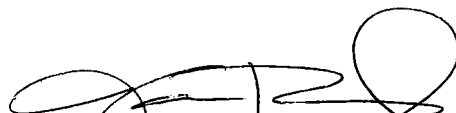

Notary Public

EXHIBIT "A"
Legal Descriptions

VP Daybreak Property Legal Description

A PART OF LOT C-107, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 18, 2020 AS ENTRY NO. 13272988 IN BOOK 2020P AT PAGE 118 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF TRAIL CROSSING WEST RIGHT-OF-WAY LOCATED S89°58'44"E 385.80 FEET ALONG THE SECTION LINE AND N00°01'16"E 527.55 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T3S, R2W, SLB&M; RUNNING THENCE SOUTH 79°37'40" WEST 51.82 FEET; THENCE SOUTH 89°59'39" WEST 142.66 FEET; THENCE SOUTH 00°01'15" WEST 214.82 FEET; THENCE NORTH 89°58'36" WEST 192.22 FEET; THENCE NORTH 00°00'40" EAST 402.68; THENCE SOUTH 89°59'18 EAST 10.26 FEET; THENCE ALONG THE AN ARC HAVING THE RADIUS 225.00 FEET FOR A DISTANCE OF 89.52 FEET THROUGH CENTRAL ANGLE 22°47'46" CHORD: NORTH 78°36'49" EAST 88.93 FEET; THENCE NORTH 67°12'55" EAST 229.36 FEET TO THE WESTERLY SIDE OF TRAIL CROSSING WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE ALONG AN ARC HAVING THE RADIUS 467.50 FEET FOR A DISTANCE OF 38.51 FEET THROUGH THE CENTRAL ANGLE 04°43'09" CHORD: SOUTH 17°21'35" EAST 38.50 FEET; (2) THENCE SOUTH 15°00'00" EAST 234.74; (3) THENCE ALONG AN ARC HAVING THE RADIUS OF 237.50 FEET FOR A DISTANCE OF 22.01 FEET THROUGH THE CENTRAL ANGLE 05°18'34" CHORD: SOUTH 12°20'44" EAST 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 124,558 SQUARE FEET OR 2.859 ACRES MORE OR LESS

Trail Crossing Property Legal Description

A PART OF LOT C-107, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 18, 2020 AS ENTRY NO. 13272988 IN BOOK 2020P AT PAGE 118 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHERLY CORNER OF LOT C-107, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 18, 2020 AS ENTRY NO. 13272988 IN BOOK 2020P AT PAGE 118 IN THE OFFICIAL SALT LAKE COUNTY RECORDER, LOCATED S89°58'44"E 458.53 FEET ALONG THE SECTION LINE AND N00°01'16"E 71.50 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, T3S, R2W, SLB&M; RUNNING THENCE ALONG SAID LOT C-107 THE FOLLOWING EIGHT (8) COURSES: (1) N89°58'44"W 52.16 FEET; THENCE (2) SOUTH 18.50 FEET; THENCE (3) N89°58'44"W 169.39 FEET; THENCE (4) N00°00'34"E 85.00 FEET; THENCE (5) N89°58'44"W 187.00 FEET; THENCE (6) S00°00'34"W 85.00 FEET; THENCE (7) N89°58'44"W 49.98 FEET; THENCE (8) N00°00'40"E 250.32 FEET; THENCE S89°58'36"E 192.22 FEET; THENCE N00°01'15"E 214.82 FEET; THENCE N89°59'39"E 142.66 FEET; THENCE N79°37'40"E 51.82 FEET TO THE EASTERLY LINE OF SAID LOT C-107; THENCE ALONG SAID DEED THE FOLLOWING FIVE (5) COURSES: (1) SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 237.50 FEET (RADIUS BEARS: S80°18'34"W) A DISTANCE OF 42.80 FEET THROUGH A CENTRAL ANGLE OF 10°19'31" CHORD: S04°31'41"E 42.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE (2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 262.50 FEET A DISTANCE OF 71.63 FEET THROUGH A CENTRAL ANGLE OF 15°38'05" CHORD: S07°10'58"E 71.41 FEET; THENCE (3) S15°00'00"E 173.88 FEET; THENCE (4) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 456.00 FEET A DISTANCE OF 121.81 FEET THROUGH A CENTRAL ANGLE OF 15°18'17" CHORD: S07°20'51"E 121.44 FEET; THENCE (5) S00°18'17"W 54.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.25 ACRES MORE OR LESS

EXHIBIT "B"

Easement Area

A PART OF LOT C-107, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 18, 2020 AS ENTRY NO. 13272988 IN BOOK 2020P AT PAGE 118 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING WESTERLY RIGHT- OF-WAY LINE OF TRAIL CROSSING DRIVE, SAID POINT BEING 388.44 FEET S89°58'44"E ALONG THE SECTION LINE AND 506.49 FEET N24N00°01'16"E FROM THE SOUTHWEST CORNER OF SECTION 24, T3S, S2W, SLB&M AND RUNNIG:

THENCE ALONG S78°36'45"W 50.01; THENCE N10°22'20"W 44.15 FEET; THENCE N78°35'10"E 50.37 FEET TO THE EASTERLY SIDE OF TRAIL CROSSING DRIVE RIGHT-OF-WAY FOLLOWING TWO (2) COURSES: (1) S15°00'00"E 1.01 FEET; THENCE (2) ALONG THE ARC OF A CURVE HAVING A RADIUS OF 237.50 FEET A DISTANCE OF 43.24 FEET THROUGH A CENTRAL ANGLE OF 10°25'52" CHORD: S09°47'05"E 43.18 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED DEDICATION CONTAINS 2,246 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

