

## CROSS ACCESS EASEMENT AGREEMENT

This Cross Access Easement Agreement (this "Agreement") is made this 15<sup>th</sup> day of December, 2022, by the current owner of Lot 1, whose address is 3327 West 12600 South, Riverton, UT and Lot 2, whose address is 3330 West 12680 South, Riverton, UT.

### RECITALS:

A. The owner of that certain real property located in SALT LAKE County, UTAH more particularly described in Exhibit A as Lot 1 attached hereto (Lot 1).

B. The owner of that certain real property located in SALT LAKE County, UTAH more particularly described in Exhibit A as Lot 2 attached hereto (Lot 2).

C. The owner of Lot 1 & Lot 2 intends hereby to create and provide for the use and benefit of their respective properties, subject to the limitations hereinafter provided, a reciprocal, perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, passage and traffic between: (a) the Lot 1 Property and the Lot 2 Property.

D. The owner intends that each of them, their respective successors in interest and their respective lessees, occupants, customers, employees, licensees, tenants and business invitees (the "Permittees") shall at all times enjoy the benefits of and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth.

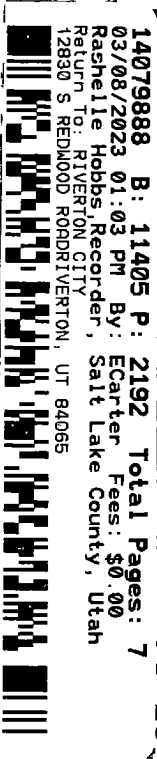
NOW, THEREFORE, in consideration of the terms of this Agreement, and in consideration of the recitals above which are incorporated herein, Lot 2 and Lot 1 agree and grant as follows:

### ARTICLE I

#### Use, Access, Relocation and Reconfiguration

**1.01 Access Easement for Lot 1 Property.** Lot 2 hereby grants to Lot 1 for the use of Lot 1 and its Permittees, subject to all existing easements, encumbrances and restrictions of record, a perpetual, non-exclusive easement appurtenant to and for the benefit of the Lot 1 Property, upon, over and across the Lot 1 Easement Area (as defined below) solely for the limited purpose of pedestrian and vehicular ingress, egress, passage and traffic between the Lot 1 Property and the Lot 2 Property.

**1.02 Access Easement for Lot 2 Property.** Lot 1 hereby grants to Lot 2 for the use of Lot 2 and its Permittees, subject to all existing easements, encumbrances and



restrictions of record, a perpetual, non-exclusive easement appurtenant to and for the benefit of the Lot 2 Property, upon, over and across the Lot 2 Easement Area (as defined below) solely for the limited purpose of pedestrian and vehicular ingress, egress, passage and traffic between the Lot 2 Property and the Lot 1;

**1.03 Access Easement Areas.** The Lot 2 Access Easement Area shall be located over, upon and across the Lot 1 Property as described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, and which shall consist of the following: the driveways, traffic lanes and curb cuts thereon, extending from the common boundary between the Lot 2 Property and the Lot 1 Property. The Lot 1 Easement Area shall be located over, upon and across the Lot 2 Property as described in Exhibit A attached hereto and depicted on Exhibit B attached hereto, which shall consist of the following: the driveways, traffic lanes and curb cuts thereon, extending along the common boundary between the Lot 2 Property and the Lot 1 Property, excepting the portion thereof striped and used for vehicular parking. Notwithstanding anything else herein to the contrary, subject to the limitations contained herein, each of the parties hereto reserves the right to construct buildings, landscaping, parking areas, driveways and other improvements on their respective properties which buildings, landscaping, parking areas, driveways and other improvements may not reduce the size of any easement areas located on their respective properties nor interfere with the reciprocal easement rights granted herein.

**1.04 Use.** Use of the Access Easement Areas by the benefitted parties is not hereby exclusively granted but shall be in common with the use thereof by the owners and Permittees of the property upon which the Access Easement Area is located. Each of the parties and their respective Permittees hereto shall be entitled to use those portions of the Access Easement Area which shall lie in their property for those uses provided herein and for any other reasonable uses so long as such other uses do not interfere with or obstruct the reasonable use of the Access Easement Area by the other party and its Permittees. Each party hereto shall specifically have the right to make any use of the subsurface of the Access Easement Area located on the property owned by them, at their sole cost and expense, so long as such use does not interfere with or obstruct the other party's reasonable use as provided herein.

**1.05 Relocation and Reconfiguration.** Each party shall have the right, from time to time, to relocate and/or reconfigure all or that portion of the Access Easement Area lying upon such party's property, all at its sole costs and expense; provided, however, nothing such Owner does in connection with such relocation and/or reconfiguration shall: (i) permanently interfere with the free and unimpeded flow of vehicular and pedestrian traffic between the Lot 2 Property and the Lot 1 Property, or beyond the specific time reasonably required to accomplish any permitted relocation and/or reconfiguration; or (ii) permanently relocate

and/or reconfigure a portion of either Access Easement Area such that the portion of the Easement Area on one party's property is no longer contiguous with the portion of the Easement Area on the other party's property.

## **ARTICLE II Maintenance**

**2.01 Maintenance of Easement Area.** Each party shall pave, repair, and at all times maintain in good condition those portions of the Access Easement Area which lie within that party's property, and shall pave, repair, and at all times maintain in good condition the Parking Easement Area. Maintenance of the Easement Areas shall include without limitation:

1. Maintenance, repair and replacement of the surface and subsurface of the Easement Area, as necessary, to maintain the Easement Area in a level, smooth and evenly covered condition with the types of materials and at the same grade and elevation as used by the parties on the date of the completion of construction of the Easement Area, or portion thereof, except that the parties shall be permitted to use such substitute materials as will in all respects be equal to or better than the materials originally used by the Owners with respect to quality, appearance and durability.
2. Removal from the Easement Area of paper, rubbish, debris, ice, snow and other hazards to persons using the Easement Area, and washing or thoroughly sweeping paved areas as required.
3. Maintenance of such appropriate parking signs and pavement markings, entrance, exit and directional signs and markers and lights so as to be uniform with those used on both properties.
4. Such painting and repainting of traffic lines and parking lines to maintain the Easement Area in first-class condition so as to be uniform with and provide for safe traffic flow between the subject properties.

5. Maintenance, repair and replacement of any drainage facilities located on each party's property so that any such facilities shall remain in good working order and condition.

### **ARTICLE III Miscellaneous**

**3.01 Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Lot 2 Property or the Lot 1 Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each party hereto shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

**3.02 Termination of Covenant Liability.** Whenever a transfer of ownership of a property, or any portion thereof, herein burdened occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

**3.03 Duration.** The Easements herein agreed to, created, and granted shall be perpetual, and may not be terminated without the express consent of the City of Riverton.

**3.04 Severability.** If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

**3.05 Enforcement.** In the event of a breach of any term, covenant, restriction or condition of this Agreement by a party, the other party shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction.

**3.06 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of UTAH.

**3.07 Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties and their respective heirs, assigns, successors, and personal representatives.

**3.08 Approval and Construction of Improvements on Lot 2 Property.** The provisions of this Agreement, including the rights, obligations, benefits and burdens hereof shall become effective only on the condition that Lot 2 (a) obtain all necessary governmental approvals for the use of the Lot 2 Property under Riverton City Conditional Use Application (b) construct facility substantially in accordance with the plans and specifications approved by Riverton City under the said conditional use application. If the said approvals are not obtained, or if the said facility is not so constructed, this Agreement shall be null, void and of no further force or effect.

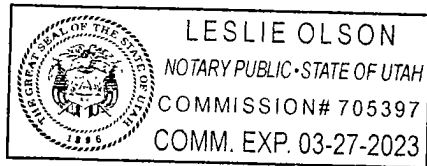
IN WITNESS WHEREOF, Lot 2 and Lot 1, intending to be legally bound hereby, have caused this Cross Access Easement Agreement to be duly executed the day and year first above written.

Company: PGM  
By: [Signature], its PRESIDENT

STATE OF UTAH )  
  : ss.  
County of SALT LAKE )

On this 9<sup>th</sup> day of JANUARY, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Pete McNeil, known or identified to me, to be the owner of Lot 1 and Lot 2, and the person that executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public for UTAH  
Residing at: Sandy  
My commission expires: 3.27.23

**EXHIBIT A**  
**Legal Description of Property**

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RIVERTON CITY, SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT 748.26 FEET NORTH 89°52'56" WEST ALONG THE SECTION LINE AND MONUMENT LINE OF 12600 SOUTH STREET; AND 80.17 FEET SOUTH 00°07'04" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 00°23'56" WEST 331.28 FEET (Deed = S. 0°10'32"W. 326.07') TO THE NORTHEASTERLY CORNER OF LOT 101, CASTLEWOOD ESTATES PHASE 1 (ENTRY #9573803, SALT LAKE COUNTY RECORDERS OFFICE); THENCE NORTH 89°51'38" WEST 180.21 FEET (Deed = S. 89°53'48" W. 179.56') ALONG THE NORTHERLY LINE OF SAID COTTONWOOD PHASE 1 TO A CHAIN LINK FENCE CORNER MONUMENTING THE SOUTHWEST CORNER OF THE PARCEL; THENCE NORTH 00°23'45" EAST 349.80 FEET (Deed = N. 0°10'32" E. 349.84') ALONG SAID FENCE LINE AND WESTERLY BOUNDARY OF THE PARCEL TO THE SOUTH LINE OF 12600 SOUTH STREET; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 88°28'56" EAST 147.36 FEET (Deed = N. 89°53'40" E. 147.34') ; 2) SOUTH 45°33'35" EAST 32.63 FEET (Deed = S. 45°46'59" E. 31.61'); 3) SOUTH 89°52'56" EAST 9.50 FEET (Deed = N. 89°53'40" E. 9.52') TO THE POINT OF BEGINNING.

CONTAINS 63,013 SQ. FT. OR 1.45 AC +/-

**EXHIBIT B  
Map of Property**

