

CROSS ACCESS AGREEMENT

THIS CROSS ACCESS AGREEMENT (this "*Agreement*") is made as of the 7 day of December, 2023 (the "*Effective Date*"), by LJRFCO, LLC, a Utah limited liability company.

RECITALS

1. LJRFCO is the owner ("Owner") of certain real property located in Salt Lake City, Utah, as legally described on the attached Exhibit A ("Parcel A"), and Exhibit B ("Parcel B"). The Parcel A and Parcel B are herein collectively referred to as the "*Parcels*", and each, as a "*Parcel*".

2. Owner is creating exclusive easements and rights of use upon, over and across Parcel A and Parcel B, respectively, for, but not limited to, the following purposes: (i) storage of materials; (ii) pedestrian and vehicular access.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Owner provides as follows:

ARTICLE 1. INCORPORATION OF RECITALS; DEFINITIONS

1.1 The terms of each of the foregoing Recitals are incorporated herein by this reference.

1.2 The following terms shall have the meanings set forth below, for purposes of this Agreement and all Exhibits hereto:

"*Access Areas*" is defined in Section 2.1(A).

"*Agreement*" means this Cross Access Agreement and the exhibits hereto, all as the same may be subsequently amended, modified or supplemented from time to time as herein provided.

"*LJRFCO*" is defined in the preamble.

"*Parcel A*" is defined in Recital 1 and is legally described on Exhibit A.

"*Parcel B*" is defined in Recital 1 and is legally described on Exhibit B.

"*Indemnitee*" is defined in Section 5.1.

"*Indemnitor*" is defined in Section 5.1.

"*Parcels*" is defined in Recital 1.

"*Party*" shall mean Owner for so long as Owner is the owner of Parcel A and Parcel B. Party shall also mean any subsequent owner of Parcel A or Parcel B.

"*Parties*" shall mean owners of Parcel A and Parcel B.

ARTICLE 2. GRANTS OF EASEMENTS

The Parties hereby grant to each other the following easements and rights of use, subject to the other provisions of this Agreement:

2.1 Access Easements.

(A) The term "*Access Areas*" as used in this Agreement shall mean the following portions of the Parcel A and the Parcel B, respectively, as the same may be located from time to time:

(1) All vehicular roadways, driveways and pathways on the *Parcels*, however surfaced, and all interior vehicular roadways across parking lot areas (except those portions thereof which may from time to time constitute a duly dedicated public roadway); and

(2) All sidewalks, walkways and other pathways providing pedestrian access to and across the *Parcels*.

(B) Owner hereby creates for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Parcel A, a perpetual, exclusive easement and right of use in the *Access Areas* located from time to time on the Parcel B for pedestrian and vehicular access, ingress and egress.

(C) Owner hereby creates for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Parcel B, a perpetual, exclusive easement and right of use in the *Access Areas* located from time to time on the Parcel A for pedestrian and vehicular access, ingress and egress.

ARTICLE 3. INSURANCE

3.1 **Insurance.**

(A) **Minimum Insurance.** During the term, the Party or Parties, as the case may be, shall each carry the minimum insurance described below.

(1) Workers' compensation with no less than the minimum limits as required by applicable law.

(2) Employer's liability insurance with not less than the following minimum limits:

(i) Bodily injury by accident — \$1,000,000 each accident;

(ii) Bodily injury by disease — \$1,000,000 each employee; and

(iii) Bodily injury by disease — \$1,000,000 policy limit.

(3) Commercial general liability insurance on ISO form CG 00 01 10 93 or an equivalent form covering liability from premises, operations, independent contractor, property damage, bodily injury, personal injury, products, completed operations and liability assumed under an insured contract, all on an occurrence basis, with limits of liability of not less than \$1,000,000 combined single limits.

(4) Automobile liability insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by the Party or Parties, as the case may be, or their employees, agents, contractors and/or their subcontractors covering injury, including death, and property damage, in an amount of not less than \$1,000,000 per accident.

(5) Excess liability insurance in the amount of \$2,000,000 covering the risks and in excess of the limits set forth in Section 3.12(A)(2), (3) and (4) above.

(B) **Additional Insurance Requirements.** The Party or Parties, as the case may be, shall each abide by the following additional insurance requirements with respect to all insurance policies required by Section 3.2(A), as follows:

(1) All insurance policies purchased and maintained in compliance with Section 3.12(A)(3), (4) and (5) above by a Party (the "**Insuring Party**"), as well as any other excess and/or umbrella insurance policies maintained by the Insuring Party, shall name the other Party and their collective directors, officers, partners, members, managers, general partners, agents, and employees as additional insureds, with respect to any claims related to losses caused by the Insuring Party's business activities or premises. Those policies referred to in Section 3.12(A)(3) shall be endorsed to provide that the coverage provided by the Insuring Party's insurance carriers shall always be primary coverage and non-contributing with respect to any insurance carried by the other Party with respect to any claims related to liability or losses caused by the Insuring Party's business activities or premises.

(2) The policies referred to in Section 3.12(A) above shall be endorsed to provide that underwriters and insurance companies of each of the Party or Parties shall not have any right of subrogation against the other Party or any of such other Party's directors, officers, members, managers, general partners, agents, employees, contractors, subcontractors, or insurers.

(3) The policies referred to in Section 3.12(A) shall be endorsed to also provide that 30 days prior written notice shall be given to the other Party in the event of cancellation, non-payment of premium, or material change in the policies.

(4) Each of the Parties shall furnish the other, prior to the commencement of any operations under this Agreement, with a certificate or certificates, properly executed by its insurance carrier(s), showing all the insurance described in Section 3.12(A) to be in full force and effect.

(5) The Parties shall each be responsible for its own property and business interruption insurance.

ARTICLE 4. INDEMNIFICATION

4.1 **Indemnification Obligations.** The Parties (each, an "**Indemnitor**") shall indemnify, defend and hold the other Party and its respective officers, directors, members, managers and employees (each, an "**Indemnitee**") harmless from and against all liabilities, obligations, claims, losses, damages, penalties, deficiencies, causes of action, costs and expenses, including, without limitation, attorneys' fees and expenses (collectively, "**Losses**") imposed upon, incurred by or asserted against the person seeking indemnification that are caused by, are attributable to, result from or arise out of the breach of this Agreement by the Indemnitor or the negligence or willful misconduct of the Indemnitor, or of any officers, directors, members, managers, employees, agents, contractors and/or subcontractors acting for or on behalf of the Indemnitor. Any indemnification obligation pursuant to this Article 4 with respect to any particular Losses shall be reduced by all amounts actually recovered by the

Indemnitor from third parties, or from applicable insurance coverage, with respect to such Losses. Upon making any payment to any Indemnitor, the Indemnitor shall be subrogated to all rights of the Indemnitor against any third party in respect of the Losses to which such payment relates, and such Indemnitor shall execute upon request all instruments reasonably necessary to evidence and perfect such subrogation rights. If the Indemnitor receives any amounts from any third party or under applicable insurance coverage subsequent to an indemnification payment by the Indemnitor, then such Indemnitor shall promptly reimburse the Indemnitor for any payment made or expense incurred by such Indemnitor in connection with providing such indemnification payment up to the amount received by the Indemnitor, net of any expenses incurred by such Indemnitor in collecting such amount.

4.2 Indemnification Procedures.

(A) Promptly after receipt by an Indemnitor of notice of the commencement of any action that may result in a claim for indemnification pursuant to this Article 4, the Indemnitor shall notify the Indemnitor in writing within thirty (30) days thereafter; provided, however, that any omission to so notify the Indemnitor will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Indemnitor) nor from any other liability that it may have to any Indemnitor. The Indemnitor shall have the right to assume sole and exclusive control of the defense of any claim for indemnification pursuant to this Article 4 including the choice and direction of any legal counsel.

(B) An Indemnitor shall have the right to engage separate legal counsel in any action as to which indemnification may be sought under any provision of this Agreement and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitor unless: (i) the Indemnitor has agreed in writing to pay such fees and expenses; (ii) the Indemnitor has failed to assume the defense thereof and engage legal counsel within a reasonable period of time after being given the notice required above; or (iii) the Indemnitor shall have been advised by its legal counsel that representation of such Indemnitor and other parties by the same legal counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same legal counsel has been proposed) due to actual or potential conflicts of interests between them. It is understood, however, that to the extent more than one Indemnitor is entitled to engage separate legal counsel at the Indemnitor's expense pursuant to clause (iii) above, the Indemnitor shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitors having the same or substantially similar claims against the Indemnitor, unless but only to the extent the Indemnitors have actual or potential conflicting interests with each other.

(C) The Indemnitor shall not be liable for any settlement of any action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitor in any such action, the Indemnitor agrees to indemnify and hold harmless the Indemnitor to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

4.3 Survival. The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5. FINANCING REQUIREMENTS

If, in connection with either Party obtaining financing for its respective Parcel, a banking, insurance or other recognized institutional lender shall request any modification(s) to this Agreement as a condition to such financing, the Parties covenant and agree to make such modifications to this Agreement as reasonably requested by such financing party (including the creation of such instrument (in recordable form to the extent required)) provided that such modification(s) do not increase the obligations or reduce the rights of the Parties or adversely (other than in a de minimis respect) affect the easement interests, rights and privileges granted herein, or either Party's right to otherwise improve, construct, use, operate and maintain its respective Parcel and the improvements, equipment and facilities thereon.

ARTICLE 6. NO LIENS OR ENCUMBRANCES

Each of the Parties, in its role as a grantee, hereby covenants that it shall not, as a result of any act or omission of, directly or indirectly, create, incur, assume or suffer to exist any liens on or with respect to its respective easement interests as provided herein and rights of use in Parcel A or Parcel B, respectively, if such lien shall have or may gain superiority over this Agreement. Each Party shall promptly notify the other Party of the imposition of any such liens not permitted above of which it is aware and shall promptly, at its own expense, take such action as may be necessary to immediately fully discharge or release any such lien of record by payment, bond or otherwise (but this shall not preclude a contest of such lien so long as the same shall be removed of record).

ARTICLE 7. SUCCESSORS AND ASSIGNS; TRANSFER OF INTERESTS

This Agreement shall extend to and be binding upon the Parties hereto, their successors, grantees and assigns. Any party who shall succeed to the fee simple ownership interest in a Parcel shall, at the time of such transfer, be automatically deemed to have assumed all obligations of the transferring Party under this Agreement with regard to such Parcel, and the transferring Party shall be released from all obligations of such Party under this Agreement which arise after the date of such transfer; provided, however, that a transferring Party shall retain liability for all obligations under this Agreement which arose prior to the transfer date.

ARTICLE 8. NOTICES

All notices, requests, correspondence, information, consents and other communications to either of the Parties required or permitted under this Agreement shall be in writing and shall be given by personal service or by facsimile, overnight courier service, or certified mail with postage prepaid, return receipt requested, properly addressed to such Party and shall be effective upon receipt. For purposes hereof, the proper address of the Parties will be the address stated beneath the corresponding Party's name below, or at the most recent address given to the other Party hereto by notice in accordance with this Article 8:

LJRGFCO, LLC

775 N. Warm Springs Rd
Salt Lake City, UT 84116
Attention: Lynn R. Wall

ARTICLE 9. GOVERNING LAW AND VENUE

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SAID STATE. THE PARTIES AGREE THAT ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT MAY BE MAINTAINED IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF UTAH, AND EACH PARTY AGREES TO SUBMIT PERSONALLY TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY WAIVES THE DEFENSES OF FORUM NON-CONVENIENS OR IMPROPER VENUE WITH RESPECT TO ANY ACTION BROUGHT IN ANY SUCH COURT IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10. MISCELLANEOUS

10.1 **Running of Benefits and Burdens**. All provisions of this Agreement, including the benefits and burdens set forth herein with respect to the Parcel A and the Parcel B, respectively, shall run with the land.

10.2 **No Prescriptive Rights or Adverse Possession**. Each Party agrees that its past, present, or future use of its respective easement interests and rights of usage granted herein shall not be deemed to permit the creation or further the existence of prescriptive easement rights or the procurement of title by adverse possession with respect to all or any portion of either Party's Parcel.

10.3 **Headings**. The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

10.4 **Attorneys' Fees**. If suit is brought to enforce this Agreement, the prevailing Party in such action shall be, unless precluded by law, entitled to recover its litigation expenses from the other Party, including its reasonable attorneys' fees and costs.

10.5 **Amendments**. This Agreement can be amended, modified or waived by a writing signed by all Parties to this Agreement that specifically references this Agreement and specifically provides for an amendment, modification or waiver of this Agreement.

10.6 **Construction and Severability**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and in accordance with industry standards and not strictly for or against either Party. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.7 **Third-Party Beneficiaries**. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any person except the Owner or Owners and their respective successors and assigns.

10.8 **Exhibits**. Attached hereto and forming a part of this Agreement by this reference are the following Exhibits:

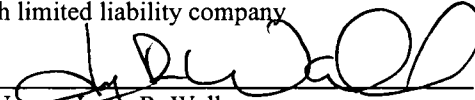
EXHIBIT A — Legal Description of the Parcel A

EXHIBIT B — Legal Description of the Parcel B

Signature Page
to
Cross Access Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

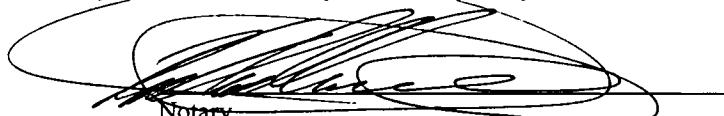
LJRGFCO, LLC,
a Utah limited liability company

By: 
Name: Lynn R. Wall
Title: Managing Member

STATE OF Utah)
) ss:
COUNTY OF Salt Lake Davis)

On this 7 day of DECEMBER, 2023, before me, a Notary Public in and for said County and State, personally appeared Lynn R. Wall, Managing Member LJRGFCO LLC, a Utah limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.


Notary
Public:



(Notarial Seal)

My Commission Expires: 12/9/2023

Printed
Name:

Bryce Hathaway

EXHIBIT A
Parcel A

Parcel 08:26:479:003:0000

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 98, PLAT "C", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 495 FEET; THENCE WEST 86.37 FEET TO THE STATE ROAD RIGHT OF WAY LINE; THENCE NORTH 26°15'50" WEST ALONG SAID RIGHT OF WAY LINE TO A POINT WHICH IS 23.38 FEET SOUTH AND 11.06 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 78°24'30" EAST 116.29 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE EAST 205 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 22, 2007 AS ENTRY NO. 10010626 IN BOOK 9425 AT PAGE 3515 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, WARM SPRINGS MINOR SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°00'55" EAST A DISTANCE OF 188.50 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 98, PLAT "C", SALT LAKE CITY SURVEY, (BASIS OF BEARING SOUTH 89°59'35" EAST BETWEEN THE MONUMENT AT THE INTERSECTION OF 900 WEST AND 700 NORTH AND THE MONUMENT AT THE INTERSECTION OF 800 WEST AND 700 NORTH): RUNNING THENCE THE FOLLOWING COURSES; THENCE SOUTH 89°59'05" WEST A DISTANCE OF 237.61 FEET; THENCE SOUTH 26°16'45" EAST A DISTANCE OF 341.78 FEET; THENCE NORTH 89°59'05" EAST A DISTANCE OF 86.37 FEET; THENCE NORTH 00°00'55" WEST A DISTANCE OF 306.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Parcel B

Parcel 08:26:479:007:0000

A portion of a Salt Lake City Street (800 North Street) lying and situate in the Southeast Quarter of Section 26, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, State of Utah, being more particularly described as follows:

COMMENCING at the found Street monument at the intersection of 700 West Street and 800 North Street; thence North 89°59'29" West 64.00 feet along the 800 North Street monument line to the POINT OF BEGINNING; thence South 00°00'55" East 67.86 feet to the northeast corner of Lot 6, Block 98, Plat 'C', Salt Lake City Survey; thence North 89°59'29" West 333.03 feet along said South line of 800 North Street, also being the north line of said Block 98, to the easterly right-of-way line projection from two found right-of-way monuments for Interstate 15, Utah Department of Transportation Project #I-15-7-26(307); thence North 30°36'26" West 78.85 feet along said easterly line to the monument line of 800 North Street; thence South 89°59'29" East 373.16 feet along said monument line to the POINT OF BEGINNING.

Contains 23,961 square feet / 0.550 acres.