

Return Recorded Document to:

SSL Market Center QOZB, LLC
386 West 500 South Suite 100
Salt Lake City, UT 84101

Tax Parcel Numbers: 16191510150000 E
16191510140000

DECLARATION OF CROSS PARKING & ACCESS EASEMENTS

THIS DECLARATION OF CROSS PARKING & ACCESS EASEMENTS (the "Cross Easement Declaration") is executed this 10 day of November, 2025, by SSL Market Center QOZB, LLC, a Delaware limited liability company ("Declarant") on behalf of the Owners and Permittees of the Properties (defined below) and to the City of South Salt Lake, for the benefit of the public ("City").

RECITALS

A. Declarant is the owner of certain real property located in Salt Lake City, Utah, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Lot 1 Property"), Exhibit "B" attached hereto and incorporated herein by reference (the "Lot 2 Property"), Exhibit "C" attached hereto and incorporated herein by reference (the "Lot 3 Property"), and Exhibit "D" attached hereto and incorporated herein by reference (the "Lot 4 Property"). Lot 1, Lot 2, Lot 3 and Lot 4 are sometimes hereinafter referred to individually as a "Property" and collectively as the "Properties."

B. The Properties are located in the South Salt Lake Market Center project, and also are subject to that certain (1) Declaration of Covenants, Conditions and Restrictions and Grant of Easements for South Salt Lake Market Center (the "Master CC&Rs"), dated of even date herewith and recorded with the Salt Lake County Recorder's office, and (2) Parking, Access and Shared Amenities Agreement, also dated of even date herewith and recorded with the Salt Lake County Recorder's office (the "LIHTC Easement").

C. In addition to the Master CC&Rs and the LIHTC Easement, Declarant desires pursuant hereto to establish, declare and confirm certain perpetual, non-exclusive parking and access easements for the mutual and reciprocal benefit of the Properties, the City, and the present and future owners, tenants, occupants and invitees thereof.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Properties shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following easements, covenants, conditions and restrictions, all of which shall run with the land and shall be binding on and be for the benefit of Declarant and all future owners, tenants, occupants, and invitees of the Properties.

1. **RECITALS.** The foregoing recitals and the terms defined therein are incorporated into this Cross Easement Declaration by this reference.

2. **DEFINITIONS.** For purposes hereof:

2.1. The term “**Owner**” or “**Owners**” shall mean Declarant and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such Properties or any portion thereof.

2.2. The term “**Permittees**” shall mean the tenants or occupants of the Properties, and the respective employees, agents, contractors, invitees and licensees of: (a) the Owners of the Properties, and/or (b) such tenants or occupants. The City is hereby expressly included as a “Permittee” for purposes of Section 3 below, provided that its rights as a Permittee are subject to and extend to the rights granted under Section 2.1(c) below.

3. **EASEMENTS.**

3.1. **Grant of Reciprocal Easements.** Subject to any express conditions, limitations or reservations contained herein, Declarant hereby grants, declares and establishes that all Owners and Permittees of the Properties shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements (collectively, the “**Easements**”) which are hereby imposed upon the Properties and all present and future Owners and Permittees of the Properties:

(a) Easements (the “**Access Easements**”) for reasonable access, ingress and egress to from, upon, over and across all of the roads and vehicular passageways, driving lanes and sidewalks and other pedestrian pathways (collectively, the “**Access Ways**”) now and from time to time existing on the Properties for the purpose of (i) vehicular and pedestrian access, ingress and egress between all portions of the Properties and to and from all abutting streets or rights of way furnishing access to the Properties, and (ii) collecting and removing trash stored in dumpsters located on the Properties, for the use and benefit of the Owners and the Permittees. No person or Owner shall be permitted to construct or maintain any building or structure on the Access Ways which would materially limit or otherwise interfere with the traversing of vehicular and/or pedestrian traffic within the Properties upon the Access Ways.

(b) Easements (the “**Parking Easements**”) for reasonable non-exclusive access to and use of all of certain parking spaces now or from time to time located on the Properties (the “**Parking Spaces**”), including but not limited with respect to the use of the parking garage to be constructed upon Lot 1 (the “**Parking Garage**”) for the express purpose of parking motor vehicles by the Owners and the Permittees. The location of the Parking Spaces within the Parking Garage are summarized on Exhibit “E” attached hereto and incorporated herein (the “**Parking Plan**”). The Parking Easements include but are not limited to the non-exclusive use by commercial tenants occupying portions of the Properties, and their Permittees, for vehicular access and parking purposes only, of not less than 160 Parking Spaces within the Parking Garage as identified in the Parking Plan, from 8:00AM to 10:00PM, with the first 2 hours of individual parking stall use free to such parties, with parking charges thereafter to be at market-based rates, all of which use shall be in accordance with reasonable rules and regulations adopted from time to time by Declarant or its successor or assign as operator of the Parking Garage (“**Rules and Regulations**”). No Owner shall be permitted to construct or maintain any building or structure on the Parking Spaces which would materially limit or otherwise interfere with the access to and use of such Parking Spaces.

(c) The City is hereby expressly made a benefitted party and additional grantee and Permittee of and to the Access Easements granted by Declarant in Section 3.1(a) above, and to the Parking Easements granted by Declarant in Section 3.1(b) above, specifically including but not limited to (i) an access easement upon and across the internal north/south access road within the Property, and (ii) within the Parking Garage, for vehicular public access and public parking purposes only, of 160 Parking Spaces within the Parking Garage, as identified in the Parking Plan, from 8:00AM to 10:00PM daily, with the first two (2) hours of individual parking stall use each day free to members of the general public, and thereafter with parking charges to be at market-based rates, subject to the Rules and Regulations. No person shall be permitted to construct or maintain any building or structure on the structured Parking Spaces which would materially limit or otherwise interfere with the use of such Parking Spaces. Accordingly, for the sake of clarity, Declarant hereby grants the City and to the public an access easement upon and across the internal north/south access road within the Property, and upon and across structured parking within the Property, as described in this Section 3.1(c).

3.2. Rooftop Community Room. Declarant hereby declares and establishes a non-exclusive easement (the “**Rooftop Space Easement**”) with respect to the access to and use of at least 1,500 square feet of indoor community (resident, scheduled City, and scheduled public) space and at least 1,500 square feet of outdoor community (resident, scheduled City, and scheduled public) space on the rooftop level of the building to be constructed upon Lot 1, with catering kitchen, restrooms, lounge rooms for guests of honor, and green scaping (trees, shrubs, raised planters), accessed from a secured elevator, to be made available by the Owner of such Lot for meetings, weddings, parties, showers, receptions, and dinners throughout the year, consistent with and subject to this Section 3.2, and subject to generally applicable Rules and Regulations. Such Owner shall provide the City reserved access to the rooftop community space (subject to availability based on a reasonable reservation system to be instituted by such Owner), for City events, a minimum of 4 days per month, and no less than 48 days per year, from 8:00 am to 10:00 pm, upon 60 days’ advance notice to Owner, demonstration of adequate insurance, and payment to Owner of Owner’s marginal cost to provide such access to the City and compensation for any services requested by the City and provided by the Owner. It is anticipated that the reservations of the City with respect to the use of the **Rooftop Space Easement** shall be made on a reasonable basis over the course of a year (and not disproportionately during peak seasons, weekends, or other high demand times).

3.3. Acknowledgment of Future Construction. Notwithstanding anything to the contrary herein, Declarant hereby acknowledges that as of the date of this Cross Easement Declaration, the Properties are unimproved. Accordingly, completion of the improvements (including but not limited to the Parking Garage and other Parking Spaces, and the rooftop community room area described in Section 3.2 above) by an Owner upon the applicable Lot shall be a condition precedent to the effect of the Access Easements, Parking Easements and **Rooftop Space Easement** established upon such Lot.

3.4. Interference. Declarant declares that the rights granted pursuant to the various easements set forth in Section 3.1 shall at all times be exercised in such a manner as not to unreasonably interfere with the normal and customary residential and commercial operation, management, maintenance and repair of the Properties.

3.5. Indemnification. Each Owner having rights with respect to the Easements granted in this Cross Easement Declaration (each, an “**Indemnifying Owner**”) shall indemnify and hold all other Owners whose particular Property is subject to the Easements (each, an

“**Indemnified Owner**”) and each of such Indemnified Owner’s Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys’ fees and legal costs) relating to the breach of this Cross Easement Declaration or to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its contractors, employees, agents or others acting on behalf of such Indemnifying Owner.

3.6. **Reasonable Use of Easements.** The Easements granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with the residential and/or commercial use of the Properties. Furthermore, Declarant acknowledges that the Properties are subject to the Master CC&Rs and the LIHTC Easement, and Declarant declares that the Owners will fully comply with the terms and covenants of such instruments provided that such instruments shall not unreasonably interfere with or negatively affect the easement rights granted hereunder.

4. **MISCELLANEOUS.**

4.1. **Compliance with Laws.** None of the Owners shall do anything nor suffer anything to be done in or about the Access Ways or Parking Areas which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, “**Applicable Laws**”). Each Owner shall, at such Owner’s sole cost and expense, promptly comply with any Applicable Laws which relate to (or are triggered by) such party’s use of the applicable Access Ways or Parking Areas. Should any standard or regulation now or hereafter be imposed on an applicable Owner by any federal, state or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards, then such applicable Owner agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

4.2. **Attorneys’ Fees.** In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys’ fees incurred in the preparation and prosecution of such action or proceeding.

4.3. **Amendment.** The Parties agree that the provisions of this Cross Easement Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Properties, and by the City to the extent that such amendment may affect any rights granted with respect to public access or parking hereunder, evidenced by a document that has been fully executed and acknowledged by all such record Owners and (if applicable) the Mayor, upon an affirmative vote of a majority of the City Council, and recorded in the official records of the Salt Lake County Recorder in Utah.

4.4. **No Waiver.** No waiver of any default of any obligation by any Owner shall be implied from any omission by the other Owner to take any action with respect to such default.

4.5. **No Agency.** Nothing in this Cross Easement Declaration shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

4.6. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Properties and create equitable servitudes in favor of the Property(ies) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the

benefit of the Parties and Owners and their respective successors, assigns, heirs and personal representatives.

4.7. Grantee's Acceptance. The grantee of any of the Properties, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Properties, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs and personal representatives covenant, consent and agree to and with the other affected persons, to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the portion of the Properties so acquired by such grantee.

4.8. Severability. Each provision of this Cross Easement Declaration and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Cross Easement Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Cross Easement Declaration. Notwithstanding the foregoing, the Parties shall attempt in good faith to negotiate a mutually acceptable alternative to any provision held to be invalid or unenforceable or to not run with the land. In the event the validity or enforceability of any provision of this Cross Easement Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Properties by the same person or entity shall not terminate this Cross Easement Declaration nor in any manner affect or impair the validity or enforceability of this Cross Easement Declaration.

4.9. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company or personal delivery at the Owner's last known address. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Parties.

4.10. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance and enforcement of this Cross Easement Declaration.

4.11. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Property, this Cross Easement Declaration shall, to the maximum extent permitted by law, be considered a declaration that runs with the affecting Property(ies) land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, Declarant has executed this Cross Easement Declaration as of the date first written above.

SSL Market Center QOZB, LLC, a Delaware
limited liability company

By: 
Name: Brandon Blaser

Title: Manager

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

On the 10 day of November, 2025, personally appeared before me Brandon Blaser, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

Catherine Galindo
Notary Public

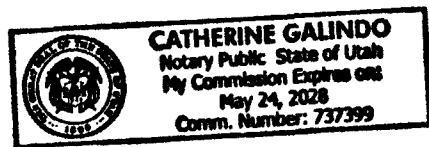


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPOSED LOT 1

PROPOSED LOT 1

A PARCEL OF LAND BEING LOCATED IN LOT 12 OF BLOCK 40, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID PARCEL ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HAVEN AVENUE, SAID POINT BEING WEST 33.00 FEET (SOUTH 89°52'00" WEST) AND SOUTH 0°19'07" WEST 415.94 FEET AND NORTH 89°50'46" WEST 116.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 12, AND RUNNING THENCE NORTH 89°50'46" WEST ALONG SAID NORTH RIGHT OF WAY LINE 396.08 FEET (SOUTH 89°52'00" WEST BY DEED); THENCE NORTH 0°17'01" EAST 160.40 FEET (NORTH 00°03'34" EAST BY DEED); THENCE SOUTH 89°50'46" EAST 16.88 FEET (NORTH 89°52'00" EAST 17.09 FEET BY DEED); THENCE NORTH 0°17'01" EAST 100.00 FEET (NORTH 00°03'34" EAST 99.75 FEET, MORE OR LESS, BY DEED); THENCE NORTH 41.37 FEET; THENCE EAST 54.91 FEET; THENCE NORTH 36.62 FEET; THENCE EAST 323.00 FEET; THENCE SOUTH 339.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION OF THE PROPOSED LOT 2

PROPOSED LOT 2

A PARCEL OF LAND BEING LOCATED IN LOT 12 OF BLOCK 40, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID PARCEL ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE STREET SAID POINT BEING WEST 33.00 FEET (SOUTH 89°52'00" WEST) FROM THE NORTHEAST CORNER OF SAID LOT 12, AND RUNNING THENCE SOUTH 0°19'17" WEST 415.94 FEET (SOUTH 0°05'00" WEST 419.92 FEET BY DEED) ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAVEN AVENUE; THENCE NORTH 89°50'46" WEST ALONG SAID RIGHT OF WAY LINE 116.00 FEET (SOUTH 89°52'00" WEST BY DEED); THENCE NORTH 415.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF CENTRAL POINTE PLACE; THENCE SOUTH 89°51'58" EAST ALONG SAID RIGHT OF WAY LINE 118.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
LEGAL DESCRIPTION OF THE PROPOSED LOT 3

PROPOSED LOT 3

A PARCEL OF LAND BEING LOCATED IN LOT 12 OF BLOCK 40, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID PARCEL ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CENTRAL POINT PLACE, SAID POINT BEING WEST 33.00 FEET (SOUTH 89°52'00" WEST) AND NORTH 89°51'58" WEST ALONG SAID RIGHT OF WAY LINE 441.32 FEET FROM THE NORTHEAST CORNER OF SAID LOT 12, AND RUNNING THENCE SOUTH 113.88 FEET; THENCE WEST 54.91 FEET; THENCE SOUTH 41.37 FEET; THENCE NORTH 89°50'46" WEST 191.00 FEET TO THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE NORTH 0°17'01" EAST ALONG SAID RIGHT OF WAY LINE 155.30 FEET RETURNING TO THE SOUTH RIGHT OF WAY LINE OF CENTRAL POINT PLACE; THENCE SOUTH 89°51'58" EAST ALONG SAID RIGHT OF WAY LINE 245.14 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"
LEGAL DESCRIPTION OF THE PROPOSED LOT 4

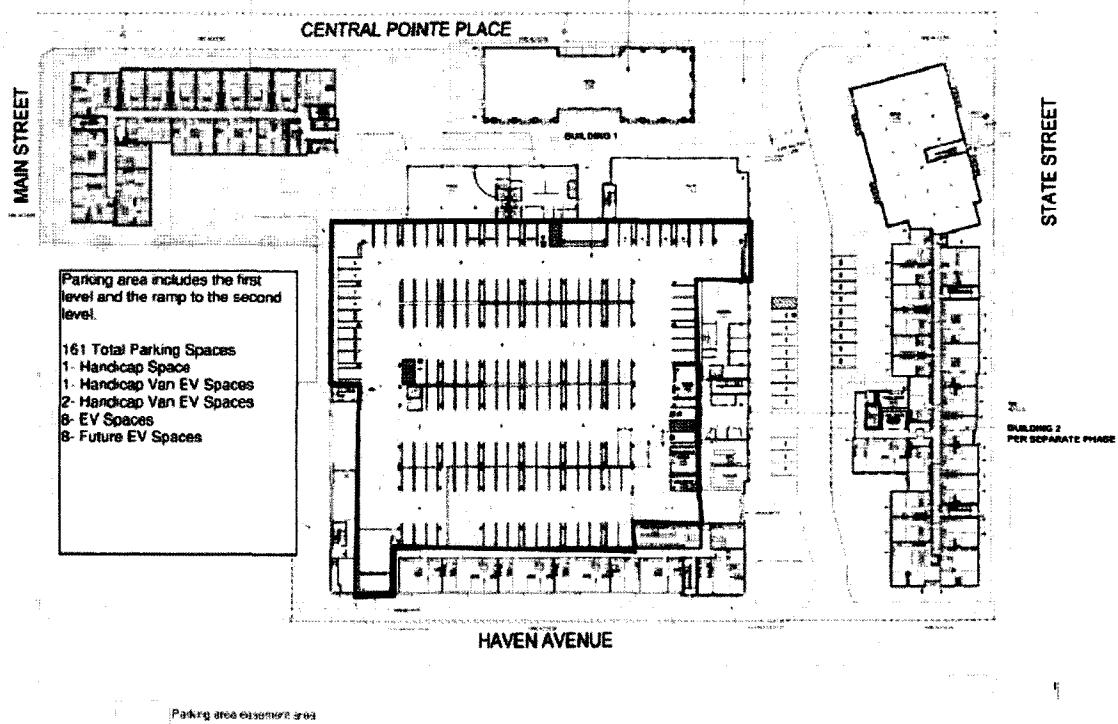
PROPOSED LOT 4

A PARCEL OF LAND BEING LOCATED IN LOT 12 OF BLOCK 40, TEN ACRE PLAT "A", BIG FIELD SURVEY, SAID PARCEL ALSO BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CENTRAL POINT PLACE, SAID POINT BEING WEST 33.00 FEET (SOUTH 89°52'00" WEST) AND NORTH 89°51'58" WEST ALONG SAID RIGHT OF WAY LINE 118.32 FEET FROM THE NORTHEAST CORNER OF SAID LOT 12, AND RUNNING THENCE SOUTH 76.50 FEET; THENCE WEST 323.00 FEET; THENCE NORTH 77.26 FEET RETURNING TO THE SOUTH RIGHT OF WAY LINE OF CENTRAL POINT PLACE; THENCE SOUTH 89°51'58" EAST 323.00 FEET TO THE POINT OF BEGINNING.

Exhibit E
Parking Plan

First level of the parking garage



Second level of the parking garage

