

WHEN RECORDED, MAIL TO:

EV COMMERCIAL, LLC
ATTN: CHAD BESSINGER
1148 W. LEGACY CROSSING BLVD., SUITE 400
CENTERVILLE, UTAH 84014

AFFECTING PARCEL NO(S): 01-472-0010

**DECLARATION AND GRANT
OF
CROSS ACCESS EASEMENT**

THIS DECLARATION AND GRANT OF CROSS ACCESS EASEMENT (this "Declaration") is made and entered into as of August 23, 2018, by and between EV COMMERCIAL, LLC, a Utah limited liability company ("EV Commercial"), and JCA 800 South State, LLC _____, a Utah limited liability company _____ ("JCA").

RECITALS

A. EV Commercial is the fee title owner of that certain real property in North Salt Lake City, Davis County, Utah, as more particularly described in Exhibit "A" attached hereto (the "EV Commercial Property").

B. JCA is, or will become concurrent with the recordation of this Declaration, the fee title owner of that certain real property in North Salt Lake City, Davis County, Utah, as more particularly described in Exhibit "B" attached hereto (the "JCA Property").

C. EV Commercial and JCA respectively desire to grant to each other a cross access easement upon, over, and across that certain real property identified as the "Proposed Cross Access" in the graphic depiction attached hereto as Exhibit "C" (the "Easement Property").

D. A portion of the EV Commercial Property makes part of the Easement Property, which portion is more particularly described in Exhibit "D" attached hereto (the "EV Commercial Easement Property").

E. A portion of the JCA Property makes part of the Easement Property, which portion is more particularly described in Exhibit "E" attached hereto (the "JCA Easement Property").

F. The Easement Property is to be used for the shared, non-exclusive vehicular

and pedestrian ingress and egress to the EV Commercial Property and the JCA Property, respectively.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and other good and valuable consideration acknowledged and received by each of the parties hereto, EV Commercial and JCA hereby agree as follows:

TERMS

1. Grant of Cross Access Easements. EV Commercial grants and conveys to JCA for the benefit of the JCA Property a non-exclusive access easement (the "EV Commercial Easement") upon, over and across the EV Commercial Property to utilize solely for the uses described herein. Likewise, JCA grants and conveys to EV Commercial for the benefit of the EV Commercial Property a non-exclusive access easement (the "JCA Easement") upon, over and across the JCA Property to utilize solely for the uses described herein.

2. Shared, Nonexclusive Use. Exclusive use of the Easement Property is not hereby granted by either party. Instead, each of EV Commercial and JCA expressly reserves for the EV Commercial Property and the JCA Property, respectively, the right and easement for ingress and egress in common with the other party. EV Commercial reserves the right to make any use of the EV Commercial Easement Property and to grant others the right to use the EV Commercial Easement Property including, without limitation, the dedication of the EV Commercial Easement Property for the public use, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for use and related ingress and egress which is herein granted to JCA. Similarly, JCA reserves the right to make any use of the JCA Easement Property and to grant others the right to use the JCA Easement Property including, without limitation, the dedication of the JCA Easement Property for the public use, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for use and related ingress and egress which is herein granted to EV Commercial.

3. Permitted Use. The use by the holders of the dominant tenements of the easement granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the use of the servient tenements by the owners and lessees thereof. The EV Commercial Easement shall be used by the dominant tenement for the purpose of providing vehicular and pedestrian ingress and egress to the JCA Property to any and all employees, customers, couriers, invitees, guests, licensees and permittees of JCA (or any assignee, successor or tenant of JCA). The JCA Easement shall be used by the dominant tenement for the purpose of providing vehicular and pedestrian ingress and egress to the EV Commercial Property to any and all employees, customers, couriers, invitees, guests, licensees and permittees of EV Commercial (or any assignee, successor or tenant of EV Commercial).

4. Amendment and Termination. This Declaration may not be amended or modified except with the consent of both EV Commercial and JCA, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of

Davis County, Utah. JCA may elect to terminate its use of the EV Commercial Easement Property at any time. In connection with any such termination, JCA shall execute and deliver to EV Commercial, suitable for recording, a partial termination of this Declaration, to evidence such termination and to remove any encumbrance therefor on the EV Commercial Property; provided, however, such election shall not terminate this Declaration with respect to the JCA Easement Property for the benefit of EV Commercial. EV Commercial may elect to terminate its use of the JCA Easement Property at any time. In connection with any such termination, EV Commercial shall execute and deliver to JCA, suitable for recording, a partial termination of this Declaration, to evidence such termination and to remove any encumbrance therefor on the JCA Property; provided, however, such election shall not terminate this Declaration with respect to the EV Commercial Easement Property for the benefit of JCA.

5. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of ten (10) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said ten (10) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

6. Maintenance. EV Commercial shall maintain the EV Commercial Easement Property, at its sole cost and expense. JCA shall maintain the JCA Easement Property, at its sole cost and expense. Both parties shall assure that their respective ownership portions of the Easement Property are at all times maintained in a professional manner, in good repair, in compliance with applicable city and county ordinances, rules, and regulations, and in a manner that is visually appealing to the overall Eaglewood community.

7. Indemnification. JCA shall indemnify and agrees to defend and hold EV Commercial harmless from any claims, causes of action, damages or litigation arising from the use of the Easement Property by JCA or any employees, permittees, invitees, representatives or agents of JCA (excluding ordinary wear and tear and maintenance therefor as described in Paragraph 6 above). Similarly, any successor or assign of JCA shall indemnify and agrees to defend and hold EV Commercial harmless from any claims, causes of action, damages or litigation arising from the use of the Easement Property by such successor or assign or any employees, permittees, invitees, representatives or agents of such successor or assign of JCA (excluding ordinary wear and tear and maintenance therefor as described in Paragraph 6 above). EV Commercial shall indemnify and agrees to defend and hold JCA harmless from any claims, causes of action, damages or litigation arising from the use of the Easement Property by EV Commercial or any employees, permittees, invitees, representatives or agents of EV Commercial (excluding ordinary wear and tear and maintenance therefor as described in Paragraph 6 above). Similarly, any successor or assign of EV Commercial shall indemnify and agrees to defend and hold JCA harmless from any claims, causes of action, damages or litigation arising from the use of the Easement Property by such successor or assign or any employees, permittees, invitees, representatives or agents of such successor or assign of EV Commercial (excluding ordinary wear and tear and maintenance therefor as described in Paragraph 6 above).

8. Payment of Property Taxes. EV Commercial shall bear all costs and liabilities associated with all real estate taxes or other assessments levied by competent authorities upon the EV Commercial Easement Property. JCA shall bear all costs and liabilities associated with all real estate taxes or other assessments levied by competent authorities upon the JCA Easement Property.

9. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

10. No Joint Venture; Merger. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

11. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Davis County, Utah.

12. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of EV Commercial under this Declaration, if more than one person or entity is the successor or assign of EV Commercial, shall be jointly and severally binding on each such person or entity. Likewise, all obligations of JCA under this Declaration, if more than one person or entity is the successor or assign of JCA, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the EV Commercial Property and the JCA Property and shall survive any death or termination of EV Commercial's or JCA's existence. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land. JCA acknowledges that the EV Commercial Property has not yet been fully developed and will be used in the future as a form of commercial use. JCA further acknowledges that the terms and conditions set forth herein shall inure in full to the benefit of all subsequent owner(s) of the EV Commercial Property. Likewise, EV Commercial acknowledges that the terms and conditions set forth herein shall inure in full to the benefit of all subsequent owner(s) of the JCA Property.

13. No Third Party Beneficiaries. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration.

14. Authority of Signatory. Each person executing this Declaration certifies that he or she is duly authorized to execute this Declaration on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Declaration.

15. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Declaration, the parties hereto hereby stipulate that all provisions are deemed severable and independent.

16. Counterparts. This Declaration and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.

17. Miscellaneous. The paragraph and other headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Declaration. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Declaration by this reference. This Declaration represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Declaration. The words "hereof," "hereto," "herein" and "hereunder" and words of similar import, when used in this Declaration, shall refer to this Declaration as a whole and not to any particular provision of this Declaration. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Declaration unless the context otherwise requires. Any terms defined in this Declaration in the singular shall have a comparable meaning when used in the plural, and vice versa.

[Signature Page Follows]

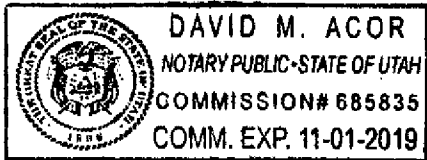
IN WITNESS WHEREOF, EV Commercial and JCA hereby enter into this Declaration effective as of the date first indicated above.

JCA 800 South State, LLC,
a Utah limited liability company

By: [Signature]
Name: Jonathan C. Anderson
Its: manager

STATE OF Utah)
COUNTY OF Utah) : ss.

The foregoing instrument was acknowledged before me this 23 day of August, 2018,
by Jonathan C. Anderson, the Manager of JCA 800 South State, LLC,
a Utah limited liability company



[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF EV COMMERCIAL PROPERTY

Property located in Davis County, Utah, more particularly described as follows:

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Lot 2 Description

Beginning at a point on the East line of Lot 1 of The Eaglewood Village Subdivision Amended, said point being South 89°53'31" West 439.83 feet along the Section Line and North 241.32 feet from the East Quarter Corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Thence North 69°15'30" West 372.50 feet;

Thence 50.58 feet along the arc of a 3245.04 foot radius curve to the Right thru a central angle of 0°53'35" (Chord bears North 14°40'12" East 50.58 feet);

Thence North 17°59'21" East 161.10 feet;

Thence North 23°00'19" East 161.79 feet;

Thence North 66°59'41" West 20 feet;

Thence North 23°00'19" East 144.36 feet;

Thence South 65°03'31" East 359.50 feet;

Thence 34.96 feet along the arc of a 485.42 foot radius curve to the Right thru a central angle of 4°07'37" (Chord bears South 28°14'32" West 34.95 feet);

Thence 184.95 feet along the arc of a 723.91 foot radius curve to the Left thru a central angle of 14°38'18" (Chord bears South 24°06'04" West 184.45 feet);

Thence 146.01 feet along the arc of a 724.83 foot radius curve to the Left thru a central angle of 11°32'31" (Chord bears South 11°23'51" West 145.77 feet);

Thence 131.77 feet along the arc of a 983.50 foot radius curve to the Right thru a central angle of 7°40'36" (Chord bears South 9°04'12" West 131.68 feet) to the Point of Beginning.

Contains 4.047 Acres or 176,260 Square Feet, more or less

EXHIBIT "B"

LEGAL DESCRIPTION OF JCA PROPERTY

Property located in Davis County, Utah, more particularly described as follows:

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Lot 1 Description

Beginning at a point on the East line of Lot 1 of The Eaglewood Village Subdivision Amended, said point being South $0^{\circ}07'13''$ East 1937.64 feet along the Section Line and West 296.92 feet from the Northwest Corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Thence North $65^{\circ}03'31''$ West 359.50 feet;

Thence North $23^{\circ}00'19''$ East 20.35 feet;

Thence North $61^{\circ}05'09''$ East 78.99 feet;

Thence 147.46 feet along the arc of a 290 foot radius curve to Left thru a central angle of $29^{\circ}08'05''$ (Chord Bears North $83^{\circ}18'23''$ East 145.88 feet);

Thence North $68^{\circ}44'35''$ East 68.57 feet;

Thence 41 feet along the arc of 67.46 foot radius curve to the Right thru a central angle of $34^{\circ}49'11''$ (Chord Bears North $86^{\circ}08'55''$ East 40.37 feet);

Thence 32.03 feet along the arc of a 41.17 foot radius curve to the Right thru a central angle of $44^{\circ}34'50''$ (Chord Bears South $54^{\circ}08'44''$ East 31.23 feet);

Thence South $89^{\circ}16'09''$ East 10.75 feet;

Thence 57.85 feet along the arc of a 100 foot radius curve to the Right thru a central angle of $33^{\circ}08'45''$ (Chord Bears South $12^{\circ}24'54''$ East 57.05 feet);

Thence 186.56 feet along the arc of 485.42 foot radius curve to the Right thru a central angle of $22^{\circ}01'12''$ (Chord Bears South $15^{\circ}10'06''$ West 185.41 feet) to the Point of Beginning.

Contains 1.236 Acres or 53,857 Square Feet, more or less

EXHIBIT "C"

GRAPHIC DEPICTION OF EASEMENT PROPERTY

EXHIBIT "D"

LEGAL DESCRIPTION OF EV COMMERCIAL EASEMENT PROPERTY

Property located in Davis County, Utah, more particularly described as follows:

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Lot 2 Cross Access Easement

Beginning at a point being South 89°53'31" West 298.41 feet along the Section Line and North 713.15 feet from the East Quarter Corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Thence 1.46 feet along the arc of a 485.42 foot radius curve to the Right thru a central angle of 0°10'21" (Chord bears South 26°15'55" West 1.46 feet);

Thence North 65°09'33" West 21.43 feet;

Thence South 24°56'21" West 13.37 feet;

Thence North 65°09'33" West 38.45 feet;

Thence North 24°56'21" East 14.94 feet;

Thence South 65°03'31" East 59.92 feet to the Point of Beginning.

Contains 0.014 Acres or 605 Square Feet, more or less

EXHIBIT "E"

LEGAL DESCRIPTION OF JCA EASEMENT PROPERTY

Property located in Davis County, Utah, more particularly described as follows:

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Lot 1 Cross Access Easement

Beginning at a point being South 89°53'31" West 298.41 feet along the Section Line and North 713.15 feet from the East Quarter Corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian;

Thence North 65°03'31" West 59.92 feet;

Thence North 24°56'21" East 38.43 feet;

Thence South 65°09'33" East 59.22 feet;

Thence 38.55 feet along the arc of a 485.42 foot radius curve to the Right thru a central angle of 4°33'02" (Chord bears South 23°54'13" West 38.54 feet) to the Point of Beginning.

Contains 0.053 Acres or 2,302 Square Feet, more or less