



\*W3314617\*

When Recorded Return To:  
Ogden Commons, LLC  
1178 W. Legacy Crossing Blvd., Suite 100  
Centerville, UT 84014  
Attn: Spencer H. Wright

E# 3314617 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
14-Feb-24 03:22 PM FEE \$40.00 DEP SLW  
REC FOR: STEWART TITLE OF UTAH  
ELECTRONICALLY RECORDED

12-297-0004 <sup>CM CM</sup> ds  
and 12-297-0005 <sup>CM CM</sup>

**CROSS ACCESS EASEMENT AGREEMENT**

THIS CROSS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is entered into this 15 day of June, 2023 by and between Ogden Commons, LLC, a Utah limited liability company (“**OC**”) and Ogden Commons II, LLC, a Utah limited liability company (“**OCII**”).

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

WHEREAS, OCII owns certain real property adjacent to the OC Property and more particularly described on attached Exhibit “B” (the “**OCII 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) OC hereby grants OCII, its successors and assigns and their guests, tenants, customers, employees, invitees and licensees, a non-exclusive perpetual easement over and across the OC Property so that OCII has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the OC Property (the “**OCII Easement**”).

(b) OC II hereby grants OC, its successors and assigns and their guests, tenants, customers, employees, invitees, licensees, a non-exclusive perpetual easement over and across the OCII Property so that OC has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the OCII Property (the “**OC Easement**”). The OC Easement and the OCII Easement may collectively be referred to herein as the “**Easement Areas**”.

2. Maintenance of Easement Areas; 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.

**COURTESY RECORDING**  
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Stewart Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas 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 Areas, 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 OC and OC II. Notwithstanding any other provision herein to the contrary, the parties may periodically restrict ingress and egress from the Easement Areas 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 Areas 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]

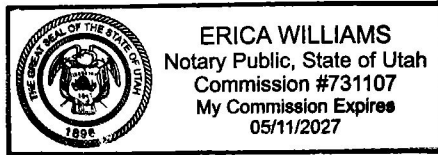
**OGDEN COMMONS, LLC,**  
a Utah limited liability company

*Spencer H. Wright*

By: SPENCER H. WRIGHT  
Its: MANAGER

STATE OF UTAH  
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 15 day of June, 2023, by Spencer H. Wright as Manager of OGDEN COMMONS, LLC.



*Erica Williams*  
Notary Public

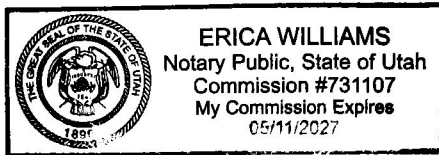
**OGDEN COMMONS II, LLC,**  
a Utah limited liability company

*Spencer H. Wright*

By: SPENCER H. WRIGHT  
Its: MANAGER

STATE OF UTAH  
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 15 day of June, 2023, by Spencer H. Wright as Manager of OGDEN COMMONS II, LLC.



*Erica Williams*  
Notary Public

**EXHIBIT "A"**  
Legal Description of Ogden Commons Parcel

Lot 13, THE COMMONS AT OGDEN – THIRD AMENDMENT, according to the Official Plat thereof as recorded in the office of the Weber County Recorder, State of Utah.

**EXHIBIT "B"**  
Legal Description of Ogden Commons II Parcel

Lot 14, THE COMMONS AT OGDEN – THIRD AMENDMENT, according to the Official Plat thereof as recorded in the office of the Weber County Recorder, State of Utah.