

When Recorded Mail To:
Cab Stone 172, LLC
338 East South Temple, Suite B
Salt Lake City, Utah 84111

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 17th day of March, 2022 ("**Contract Date**"), by and between **CAB STONE 172, LLC**, a Utah limited liability company ("**CS 172**") together with its successors or assigns, and **CAB STONE 184, LLC**, a Utah limited liability company ("**CS 184**") together with its successors or assigns, who for good and valuable consideration, hereby agree as follows:

SECTION 1. Easement. Subject to the terms and conditions set forth in this Agreement, CS 172 hereby grants to CS 184 a perpetual and irrevocable easement for the use of the area for general ingress and egress access (hereby referred to as the "**CS 172 Easement Premises**"). The CS 172 Easement Premises being more fully described on Exhibit A, attached hereto and made a part hereof. Subject to the terms and conditions set forth in this Agreement, CS 184 hereby grants to CS 172 a perpetual and irrevocable easement for the use of the area for general ingress and egress access (hereby referred to as the "**CS 184 Easement Premises**"). The CS 184 Easement Premises being more fully described on Exhibit B, attached hereto and made a part hereof.

SECTION 2. Use and Operations of Easement Premises. The CS 172 Easement Premises and the CS 184 Easement Premises shall be used by the parties solely for general ingress and egress access of owners, tenants, employees, invitees or temporary visitors.

SECTION 3. Covenant Running with Land. This Agreement shall constitute a covenant running with the land and shall be binding upon the parties and each party's successors and assigns, and the provisions hereof shall be specifically enforceable against each party while it is the owner of the property, and thereafter its successors and assigns, regardless of whether such parties have actual notice of the provisions hereof.

SECTION 6. Amendment. Except as otherwise provided herein, no amendment, modification or termination of this Agreement shall be binding unless executed in writing by the parties.

SECTION 7. Attorneys Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

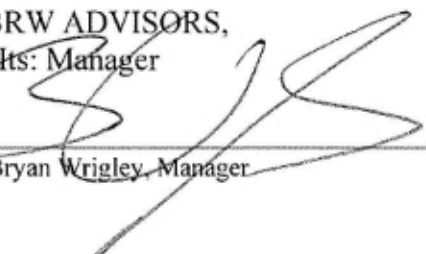
SECTION 8. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year above written.

CS 172:

CAB STONE 172, LLC,
a Utah limited liability company

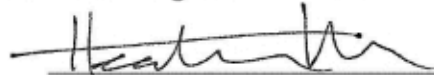
By: BRW ADVISORS,
LLC Its: Manager

By: 
Bryan Wrigley, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of March, 2022 by Bryan Wrigley, Manager of BRW ADVISORS, LLC as Manager of Cab Stone 172, LLC.

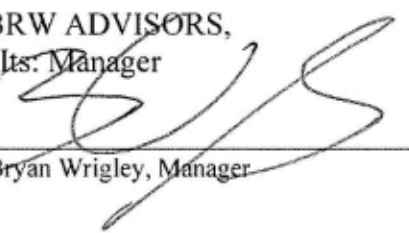



Notary Public

CS 184:

CAB STONE 184, LLC,
a Utah limited liability company

By: BRW ADVISORS,
LLC Its: Manager

By: 
Bryan Wrigley, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of March, 2022 by Bryan Wrigley, Manager of BRW ADVISORS, LLC as Manager of Cab Stone 184, LLC.



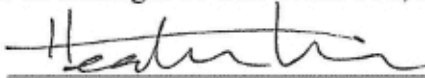

Notary Public

EXHIBIT A
to
Access Easement Agreement

CS 172 Easement Premises

AN ACCESS EASEMENT LOCATED IN THE NORTH HALF OF BLOCK 39, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 500 SOUTH STREET, SAID POINT BEING NORTH 89°44'04" EAST ALONG THE MONUMENT LINE OF SAID 500 SOUTH STREET 427.40 FEET AND SOUTH 0°15'56" EAST 33.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED AT THE INTERSECTION WITH 100 EAST STREET, SAID POINT ALSO BEING EAST 187.75 FEET, MORE OR LESS, AND NORTH 89°44'04" EAST 394.40 FROM THE NORTHWEST CORNER OF SAID BLOCK 39, AND RUNNING THENCE NORTH 89°44'04" EAST ALONG SAID SOUTH LINE 8.63 FEET; THENCE SOUTH 0°40'31" E 96.70 FEET; THENCE NORTH 89°55'33" WEST 9.89 FEET; THENCE NORTH 0°04'27" EAST 96.64 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 89°44'04" EAST ALONG THE MONUMENT LINE OF 500 SOUTH STREET BETWEEN A MONUMENT FOUND AT THE INTERSECTION WITH 100 EAST STREET AND A FOUND MONUMENT LOCATED AT THE INTERSECTION WITH ORCHARD DRIVE. NAD 83 ROTATION IS CLOCKWISE 0°20'25"

EXHIBIT B
to
Access Easement Agreement

CS 184 Easement Premises

AN ACCESS EASEMENT LOCATED IN THE NORTH HALF OF BLOCK 39, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 500 SOUTH STREET, SAID POINT BEING NORTH 89°44'04" EAST ALONG THE MONUMENT LINE OF SAID 500 SOUTH STREET 436.03 FEET AND SOUTH 0°15'56" EAST 33.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED AT THE INTERSECTION WITH 100 EAST STREET, SAID POINT ALSO BEING EAST 187.75 FEET, MORE OR LESS, AND NORTH 89°44'04" EAST 403.03 FROM THE NORTHWEST CORNER OF SAID BLOCK 39, AND RUNNING THENCE NORTH 89°44'04" EAST ALONG SAID SOUTH LINE 11.37 FEET; THENCE SOUTH 0°04'27" WEST 96.76 FEET; THENCE NORTH 89°55'33" WEST 10.11 FEET; THENCE NORTH 0°40'31" WEST 96.70 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 89°44'04" EAST ALONG THE MONUMENT LINE OF 500 SOUTH STREET BETWEEN A MONUMENT FOUND AT THE INTERSECTION WITH 100 EAST STREET AND A FOUND MONUMENT LOCATED AT THE INTERSECTION WITH ORCHARD DRIVE. NAD 83 ROTATION IS CLOCKWISE 0°20'25"