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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/28/2023 3:07:00 PM
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WEB-CASH RECORDERS STEWART TITLE INSURANCE COMPANY
TETON INVESTMENT HOLDING, LLC
1178 W. Legacy Crossing Blvd., Suite 100
Centerville, UT 84014

COURTESY RECORDING
This document is being recorded solely as a courtesy
and no contribution to the parties named herein.
Stewart Title hereby expressly
disclaims any responsibility or liability for the accuracy
or the content thereof.

Attn: Spencer H. Wright

Parcel #: 14-505-0302 & 14-505-0304

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is entered into this 23 day of MARCH, 2023 by and between WESTSIDE MEDICAL II, LLC, a Utah limited liability company (“**Westside**”), and TETON INVESTMENT HOLDING, LLC, a Utah limited liability company (“**Teton**”).

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

WHEREAS, Teton owns certain real property adjacent to the Westside Property and more particularly described on attached Exhibit “B” (the “**Teton 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) Westside hereby grants Teton, its successors and assigns and their guests, tenants, customers, employees, invitees and licensees, a non-exclusive perpetual easement over and across the Westside Property in such location(s) as may be designated by Westside from time to time, so that Teton has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the Westside Property to and from adjoining streets (the “**Teton Easement**”).

(b) Teton hereby grants Westside, its successors and assigns and their guests, tenants, customers, employees, invitees, licensees, a non-exclusive perpetual easement over and across the Teton Property in such location(s) as may be designated by Teton from time to time, so that Westside has sufficient cross access for ingress, egress and access of vehicular and pedestrian traffic over the Teton Property to and from adjoining streets (the “**Westside Easement**”). The Westside Easement and the Teton 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.

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 Westside and Teton. 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.

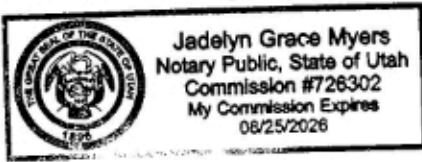
[Signature Page Follows]

WESTSIDE MEDICAL II, LLC,
a Utah limited liability company

Val Iverson
By: VAL IVERSON
Its: Owner

STATE OF UTAH
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 23rd day of March, 2028, by Val Iverson as Owner of WESTSIDE MEDICAL II, LLC.



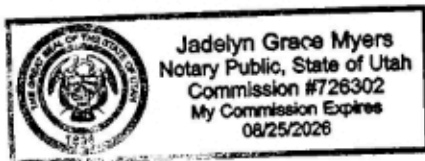
Jadelyn Grace Myers
Notary Public

TETON INVESTMENT HOLDING, 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 23rd day of March, 2028, by Spencer Wright as manager of TETON INVESTMENT HOLDING, LLC.



Jadelyn Grace Myers
Notary Public

EXHIBIT "A"
Legal Description – Westside Property

Parcel No. 14-505-0302

ALL OF LOT 302, REGENCY PARK COMMERCIAL SUBDIVISION PHASE 3
CONTAINING 2.521 ACRES OR 109,814.76 SQUARE FEET

EXHIBIT "B"
Legal Description – Teton Property

Parcel No. 14-505-0304

ALL OF LOT 301, REGENCY PARK COMMERCIAL SUBDIVISION PHASE 3 LESS & EXCEPT THAT PART OF SD LOT 301 CONV IN WARRANTY DEED RECORDED 05/26/2022 E# 3479470 BK 8018 PG 1325 DESC AS FOLLOWS: A PARCEL OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 301, REGENCY PARK COMMERCIAL SUBDIVISION PHASE 3 RECORDED 07/30/2015 AS E# 2883730 BK 6319 PG 743, SIT IN THE SE ¼ OF SEC 28-T5N-R2W, SLB&M, FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO SR-108, 300 NORTH TO 1800 NORTH, KNOWN AS PROJECT NUMBER S-0108(36)6. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE NE COR OF SD LOT 301, WH PT IS ON THE W'LYR/W LINE OF SR-108 (2000 WEST), WH PT IS ALSO 1,058.99 FT N 00°09'39" E & 55.00 FT S 89°56'22" W & 656.55 FT S 00°09'39" W FR THE SE COR OF SD SEC 28; & RUN TH ALG THE E'LY BNDRY LINE OF SD LOT 301 & SD R/W LINE S 00°09'39" W 139.40 FT, M/L, TO THE SE COR OF SD LOT 301; TH ALG THE S'LY BNDRY LINE OF SD LOT 301, S 89°58'42" W 0.25 FT TO A PT WH IS 61.50 FT PERP'LY DISTANT W'LY FR THE CONTROL LINE OF SD PROJECT, AT ENGINEER STATION 264+62.91; TH N 01°06'44" W 139.43 FT, M/., TO THE N'LY BONDRY LINE OF SD LOT 301, WH PT IS ALSO 61.50 FT PERP'LY DISTANT W'LY FR THE CONTROL LINE OF SD PROJECT, AT ENGINEER STATION 266+02.35; TH ALG SD BNDRYLINE E 3.35 FT, M/L, TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°21'12" CLOCKWISE TO EQUAL NAD83 PROJECT BEARINGS.) CONT. 0.006 ACRES.

CONTAINING 1.15 ACRES OR 50,094 SQUARE FEET