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BK 8224 PG 434

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
3/31/2023 11:14:00 AM  
FEE \$40.00 Pgs: 9  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

WHEN RECORDED MAIL TO:

TETON INVESTMENT HOLDING, LLC  
1178 W. Legacy Crossing Blvd., #100  
Centerville, UT 84014

File No.: 166392-KAP

## **CROSS ACCESS EASEMENT AGREEMENT**

In Reference to Tax ID Number(s):

14-505-0302

\*\*\*This document is being Re-Recorded to correct the Exhibit A legal description\*\*\*

### **COURTESY RECORDING ONLY**

Cottonwood Title disclaims any  
liability as to the condition of title  
and as to the content, validity,  
or effects of this document.

3/28/2023 3:07:00 PM

FEE \$40.00 Pgs: 6

WESTSIDE RECORDS STEWART TITLE INSURANCE COMPANY

TETON INVESTMENT HOLDING, LLC  
1178 W. Legacy Crossing Blvd., Suite 100  
Centerville, UT 84014

Attn: Spencer H. Wright

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

COURTESY RECORDING

This document is being recorded solely as a courtesy  
agency confirmation to the parties named herein.  
Stewart Title hereby expressly  
disclaims any responsibility or liability for the accuracy  
or the content thereof.

**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**".

When Recorded Return To:  
TETON INVESTMENT HOLDING, LLC  
1178 W. Legacy Crossing Blvd., Suite 100  
Centerville, UT 84014

Attn: Spencer H. Wright

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

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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 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 23<sup>rd</sup> day of March, 2023, by Val Iverson as owner of WESTSIDE MEDICAL II, LLC.



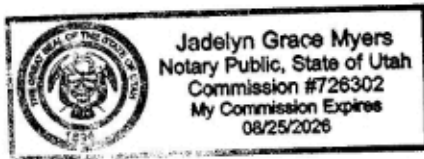
Jadelyn Grace Myers  
Notary Public

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 23<sup>rd</sup> day of March, 2023 by Spencer Wright as manager of TETON INVESTMENT HOLDING, LLC.



Jadelyn Grace Myers  
Notary Public

WESTSIDE MEDICAL II, LLC,  
a Utah limited liability company

BY: Val Iverson  
Val Iverson  
Owner/Manager

STATE OF UTAH  
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 30th day of March, 2023, by Val Iverson as Owner/Manager of WESTSIDE MEDICAL II, LLC, a Utah limited liability company.

Krista Allred  
Notary Public



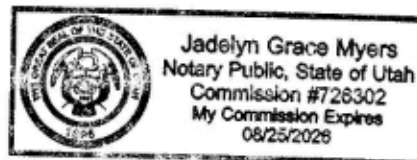
TETON INVESTMENT HOLDING, LLC,  
a Utah limited liability company

BY: Spencer H. Wright  
Spencer H. Wright  
Manager

STATE OF UTAH  
COUNTY OF Utah

The foregoing instrument was acknowledged before me this 30th day of Mar, 2023, by Spencer Wright as Manager of TETON INVESTMENT HOLDING, LLC, a Utah limited liability company.

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

Less and Excepting:

UDOT Parcel No. 0108:163:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 302 of Regency Park Commercial Subdivision Phase 3, according to the official plat thereof in the office of the Davis County Recorder, recorded as Entry No. 2883730 in Book 6319 at Page 743, also situate in the Southeast quarter of the Southeast quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, for the construction of improvements incident to SR-108, 300 North to 1800 North, known as Project No. S-0108(36)6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said Lot 302, which corner is 402.44 feet North 00°09'39" East along the Section line and 55.00 feet South 89°56'22" West from the Southeast corner of said Section 28, and running thence along the South boundary line of said Lot 302 West 4.36 feet to a point which is 62.52 feet perpendicularly distant Westerly from the SR-108 control line of said project, at Engineer Station 266+02.37; thence North 01°31'45" West 72.63 feet to a point which is 63.26 feet radially distant Westerly from said SR-108 control line of said project, at Engineer Station 266+74.50; thence North 00°09'39" East 273.58 feet, more or less, to a point on the Northerly boundary line of said Lot 302, which point is 62.50 feet perpendicularly distant Westerly from said SR-108 control line of said project, at Engineer Station 269+47.18; thence along the Northerly boundary line of said Lot 302 North 89°56'22" East 6.50 feet to the Northeast corner of said Lot 302, which said corner is on the Westerly boundary line of Clinton City Road Dedication as depicted on said Regency Park Commercial Subdivision Phase 3; thence along the Easterly boundary line of said Lot 302 coincident with said Westerly boundary line of said Clinton City Road Dedication South 00°09'39" West 346.19 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°21'12" clockwise to equal NAD83 project bearings.)



**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