

01-551-0001, 0002
01-520-0002

**AMENDMENT TO THE
JOINT USE AND CROSS EASEMENT AGREEMENT**

THIS AMENDMENT TO THE JOINT USE AND CROSS EASEMENT AGREEMENT (this "**Amendment**") is entered into as of the 18 day of December, 2024, by and between Eaglewood Plaza, LLC, a Utah limited liability company ("Eaglewood"), and Village Station NLS, a Utah limited liability company ("Village Station"). Eaglewood and Village Station shall collectively be referred to herein as the "Parties" and individually as a "Party."

RETURNED
DEC 23 2024

RECITALS

WHEREAS, Eaglewood is the owner of that certain real property legally described in Exhibit "A" attached hereto and incorporated herein, and located in North Salt Lake, Utah (the "Eaglewood Property"); and

WHEREAS, Village Station is the owner of that certain real property legally described in Exhibit "B" attached hereto and incorporated herein, and located in North Salt Lake, Utah (the "Village Station Property"); and

WHEREAS, the Eaglewood Property and the Village Station Property are collectively referred to herein as the "Development"; and

WHEREAS, on or about January 22, 2021, a Joint Use and Cross Access Agreement (the "Agreement") was recorded in the office of the Davis County Recorder as entry number 3339513; and

WHEREAS, pursuant to ¶16 of the Agreement, the Agreement may be amended by a "written agreement signed by representatives of the Parties, their successors or assigns."

WHEREAS, as the record owners of the Development, Eaglewood and Village Station desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Replacement of Exhibit "C". The Parties hereby delete the version of **Exhibit "C"** attached to the Agreement in its entirety and replace it with the **Exhibit "C"** attached to this Amendment, which is incorporated herein by reference.
2. Cross-Parking. Notwithstanding any language in the Agreement to the contrary, the **Shared Parking Area**, as defined in the Agreement, shall include only those areas identified as "Shared Parking Stalls" on Exhibit "C" attached hereto.
3. Entire Agreement and Successors in Interest. This Amendment constitutes the entire agreement among the Parties with respect to the subject matter set forth herein and shall be

binding upon and inure to the benefit of each of the Parties, together with their respective legal representatives, heirs, successors and/or assigns.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Amendment delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment, provided such original signed copy is delivered within three (3) days thereafter.

5. Amendments and Modifications. This Amendment may not be modified or amended in any manner other than by a written agreement signed by each of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

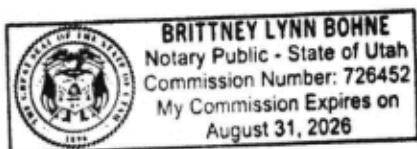
Eaglewood Plaza, LLC,
a Utah limited liability company

By: *John Macfarlane*
Name: John Macfarlane
Title: Manager

STATE OF UTAH)
): ss.
COUNTY OF Salt Lake)

On the 18 day of December, 2024, personally appeared before me, John Macfarlane, who acknowledged to me that (s)he is authorized to, and did in fact execute this Amendment on behalf of Eaglewood Plaza, LLC.

[Signature]
NOTARY PUBLIC



Village Station NSL, LLC,
A Utah limited liability company

By: [Signature]
Name: Nathan W. Pugsley
Title: Manager

STATE OF UTAH)
): ss.
COUNTY OF Davis)

On the 18th day of December, 2024, personally appeared before me, Nathan W. Pugsley, who acknowledged to me that (s)he is authorized to, and did in fact execute this Amendment on behalf of Village Station NSL, LLC.

[Signature]
NOTARY PUBLIC

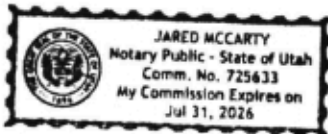


EXHIBIT "A"

LEGAL DESCRIPTION OF THE EAGLEWOD PROPERTY

ALL OF LOT 1D, EAGLEWOOD VILLAGE SUBDIVISION 5TH AMENDMENT. CONT.
0.98200 ACRES.

[01-551-0001]

ALL OF LOT 1E, EAGLEWOOD VILLAGE SUBDIVISION 5TH AMENDMENT. CONT.
1.04200 ACRES.

[01-551-0002]

EXHIBIT "B"

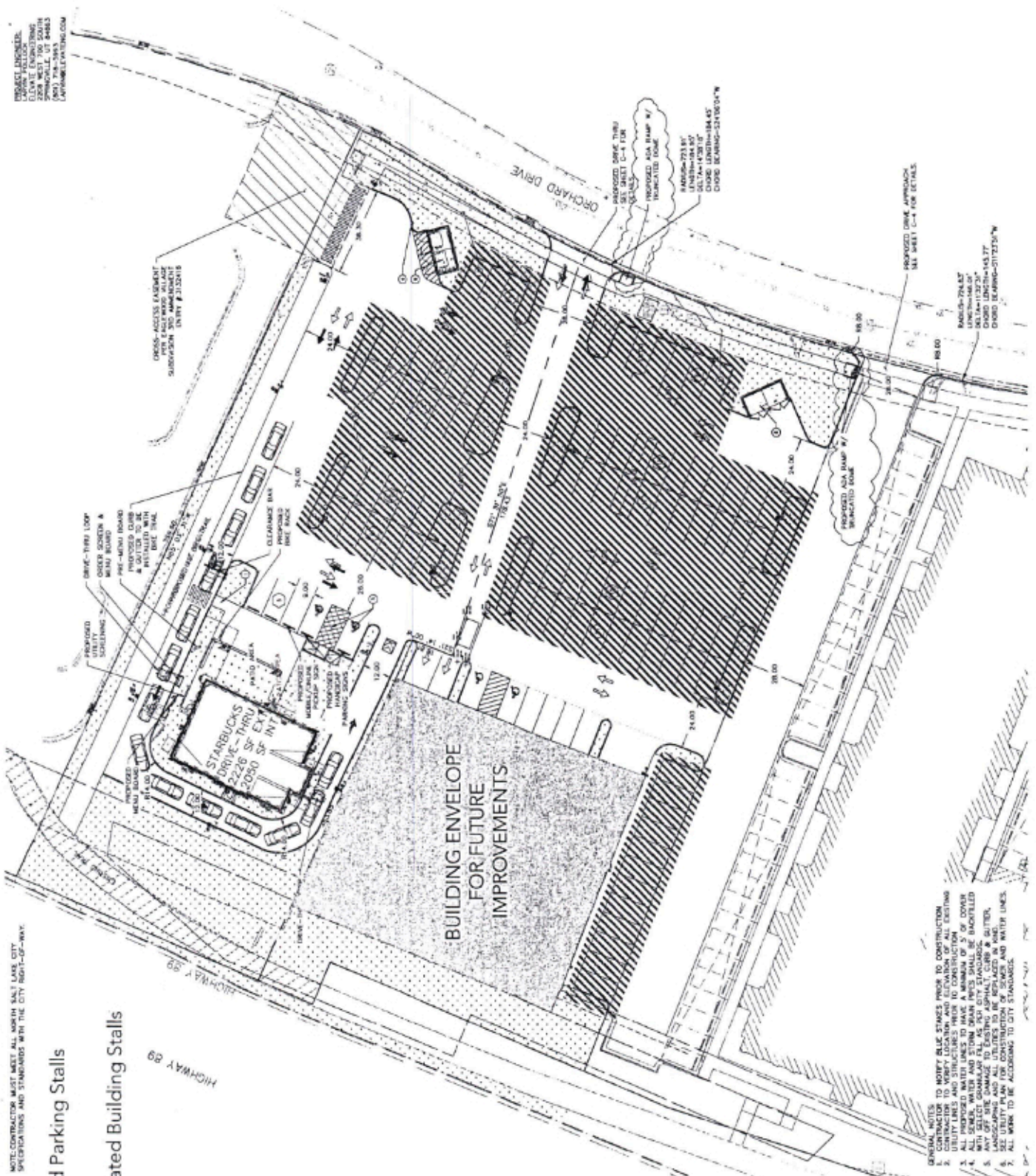
LEGAL DESCRIPTION OF THE VILLAGE STATION PROPERTY

ALL OF LOT 1C, EAGLEWOOD VILLAGE SUBDIVISION 4TH AMENDMENT. CONT.
2.02300 ACRES.



[01-520-0002]

EXHIBIT "C"

PROJECT ENGINEER:
LARRY FALLOON
ELECTRIC ENGINEERING
SPRINGFIELD, UT 84663
(801) 794-5945
LFF@ELECTRICENGINEERING.COM



NOTE: CONTRACTOR MUST MEET ALL NORTH SALT LAKE CITY SPECIFICATIONS AND STANDARDS WITH THE CITY RIGHT-OF-WAY.

-  Shared Parking Stalls
-  Dedicated Building Stalls

1. CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION
2. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES
3. ALL PROPOSED WATER LINES TO HAVE A MINIMUM OF 5' OF COVER
4. ALL EXISTING WATER AND STORM DRAIN PIPES SHALL BE UNMOUNTED
5. ANY OFF-SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND
6. ALL UTILITIES TO BE RELOCATED TO CITY STANDARDS
7. ALL WORK TO BE ACCORDING TO CITY STANDARDS