

## CROSS ACCESS EASEMENT AGREEMENT

THIS Cross Access Easement Agreement is made, by AP Real Estate Holding LLC, a Utah limited liability company, hereinafter referred to as "AP" and Town Square Land, LLC, a Utah limited liability company, hereinafter referred to as "Town Square".

### RECITALS:

1. "AP" is the owner of real property, located in Utah County, State of Utah, which is more particularly described on attached Exhibit "A".
2. "Town Square" is the owner of real property, located in Utah County, State of Utah, which is more particularly described on attached Exhibit "B".
3. The real property in which the Cross Access and Easement Agreement will affect is more particularly described on the attached Exhibit "C"

### TERMS:

In consideration of the mutual covenants and promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, "AP" does hereby agree to the following:

1. AP Real Estate Holding LLC, a Utah limited liability company, as Grantor, does hereby assign, transfer, and convey to Town Square Land, LLC, a Utah limited liability company, its successors and assigns, as Grantee, an easement for ingress and egress over and across the real property described on Exhibit "C".
2. The Easement Estate stated and stipulated to in Item 1 above is conditioned upon the following:
  - a. The Easement Estate is for ingress and egress, on, over and across the real property described on Exhibit "C" and is limited to pedestrian, vehicular, emergency, police, and fire vehicles.
  - b. "AP" is responsible for the costs, equipment, and labor, to install, construct, improve, repair, or replace the pavement located on the "Easement Estate", as described on Exhibit "C".
  - c. The "Easement Estate" shall be non-exclusive, perpetual in duration, shall burden, benefit, and run with the properties, and shall bind and benefit all current and subsequent owners of the Properties.
  - d. Nothing contained herein shall be construed as restricting or prohibiting the Grantor from granting or dedicating any additional easement rights over the "Easement" or using the ground below and/or the air space above the same for any purpose, provided that the same does not materially interfere with the use of the "Easement Estate" described on Exhibit "C".

- e. At no time shall the free flow of traffic over the "Easement Estate" be obstructed or interfered with, except to the extent reasonably necessary to repair, replace, modify, or improve the condition of the "Easement Estate". This restriction includes, but is not limited to, the parking of vehicles, storing materials or equipment or the construction of any buildings on the "Easement Estate".

If either of the "Parties" should bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against the other party, by reason of the breach or alleged violation of any covenant, term or obligation of this agreement, or otherwise arising out of this agreement, the Prevailing Person (as defined below) in such action or proceedings shall be entitled to its costs and expenses of suit including, without limitation, reasonable attorneys' fees and disbursements, which shall be payable by the other Party whether or not such action is prosecuted to judgment. "Prevailing Person" within the meaning of this Section shall include, without limitation, a person who, in an adversarial proceeding, is awarded damages or other relief substantially equal to the relief sought by such person, or who successfully defends such proceeding, or who dismisses an action for recovery under this agreement in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

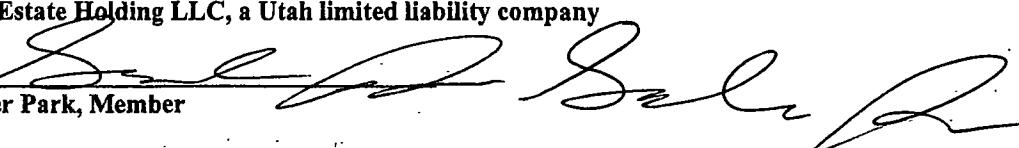
The parties executing this agreement warrant and stipulate that they are empowered and authorized and have the ability to bind the entities stipulated to herein as to all parts and portions of this agreement. This agreement may be executed in counterparts and will be effective upon execution of this agreement by both "Parties".

This agreement contains the entire agreement with respect to the subject matter of this agreement and may be signed in counterparts. When all counterparts are assembled this document shall be considered a legal document to be governed by and enforced in accordance with the Laws of the State of Utah.

[SIGNATURES SHOWN ON THE FOLLOWING PAGE]

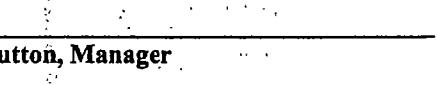
**GRANTOR:**

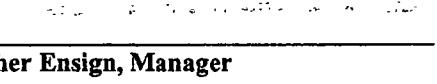
**AP Real Estate Holding LLC, a Utah limited liability company**

By:   
**Alexander Park, Member**

**GRANTEE:**

**Town Square Land, LLC, a Utah limited liability company**

By:   
**Mason Dutton, Manager**

By:   
**Christopher Ensign, Manager**

STATE OF UTAH

Utah

COUNTY OF ~~Utah~~ Salt Lake City

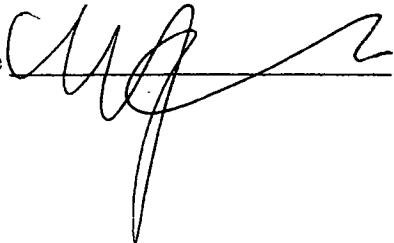
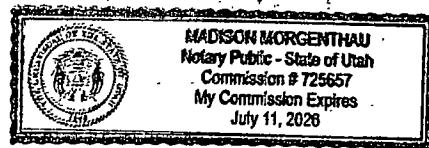
Jeanne Bowen

On January 22, 2026, before me, Madison Morgenthau, a Notary Public, personally appeared Alexander Park, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

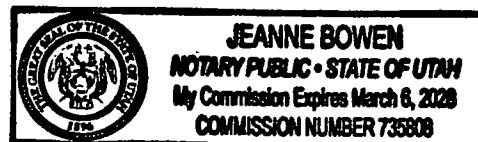
WITNESS my hand and official seal.

Signature

AP

Jeanne Bowen  
Notary Public



STATE OF UTAH )

COUNTY OF UTAH )

On January , 2026, before me, \_\_\_\_\_, a Notary Public, personally appeared **Mason Dutton**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF UTAH )

COUNTY OF UTAH )

On January , 2026, before me, \_\_\_\_\_, a Notary Public, personally appeared **Christopher Ensign**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF**  
**PARCEL "A" PROPERTY**

LOT 41, FOX RUN PUD, PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDERS OFFICE, STATE OF UTAH.

TOGETHER WITH: (A) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTEANANT TO SAID LOT, AND (B) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND/OR CONDITIONS, COVENANTS AND RESTRICTIONS, AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED).

LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR THE RECONSTRUCTION, AND WIDENING OF THE LEHI 1200 WEST ROADWAY AND APPURTEANANT FEATURES, BEING PART OF AN ENTIRE TRACT OF REAL PROPERTY SHOWN AS LOT 41 OF FOX RUN PLAT "B" (ENTRY NUMBER 50732:2005) IN THE OFFICIAL RECORDS OF UTAH COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN LEHI, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE GRANTOR'S PROPERTY, WHICH POINT IS LOCATED 644.31 FEET SOUTH 00°09'44" WEST ALONG THE SECTION LINE AND 33.21 FEET NORTH 89°54'14" EAST FROM THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°54'14" EAST 5.48 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 0°07'01" EAST 222.30 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 89°54'14" WEST 5.48 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 0°07'00" WEST 222.30 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF**  
**PARCEL "B" PROPERTY**

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Lot 1, FOX HUNT RESIDENTIAL SUBDIVISION, according to the official plat thereof, as recorded in the office of the Utah County Recorder.

Excepting therefrom that portion conveyed to Lehi City described as follows:

A parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West Roadway and appurtenant features, being part of an entire tract of real property described in Entry No. 85199:2015 of the official records of Utah County, located in the Southwest Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at the Northwest corner of the Grantor's property, which point is located 496.50 feet South 0°09'44" West along the Section line and North 89°54'14" East 32.48 feet from the West Quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°54'14" East 5.49 feet along the Northerly boundary line of said property; thence South 0°07'01" East 147.80 feet to the Southerly Boundary line of said property; thence South 89°54'14" West 5.49 feet along said Southerly boundary line; thence North 0°07'00" West 147.80 feet along the Westerly boundary line of said property to the point of beginning.

Parcel Identification No. 39-212-0013.

**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR**  
**CROSS ACCESS EASEMENT**

**CROSS ACCESS EASEMENT LEGAL DESCRIPTION:**

A PORTION OF LOT 41, FOX RUN PUD, PLAT B, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°54'14" EAST A DISTANCE OF 98.05 FROM THE NORTHWEST CORNER OF SAID LOT 41 ALONG THE NORTHERLY LINE OF LOT 41;

THENCE CONTINUING ALONG NORTHERLY LINE NORTH 89°54'14" EAST A DISTANCE OF 24.00 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°00'00" EAST A DISTANCE OF 108.60 FEET;

THENCE SOUTH 89°52'47" WEST A DISTANCE OF 121.69 FEET TO THE EASTERLY OF 1200 WEST;

THENCE ALONG SAID EASTERLY LINE NORTH 00°29'04" WEST A DISTANCE OF 26.00 FEET;

THENCE LEAVING SAID EASTERLY LINE NORTH 89°52'47" EAST A DISTANCE OF 73.97 FEET TO THE POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°52'47" A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 37.65 FEET AND A CHORD BEARING OF NORTH 44°56'23" WEST A DISTANCE OF 33.91 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 58.66 FEET TO THE NORTHERLY LINE OF SAID LOT 41 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,272 SQ. FT. OR 0.121 ACRES.

