

AFTER RECORDING, RETURN TO:

Craig A. Hoggan
DART ADAMSON & DONOVAN
257 East 200 South, Suite 1050
Salt Lake City, Utah 84111

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09/09/2019 11:11 AM \$40.00
Book - 10826 Pg - 6414-6422
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
1996 E 6400 S #120
SLC UT 84121
BY: DSA, DEPUTY - WI 9 P.

AMENDED AND RESTATED CROSS ACCESS EASEMENT AGREEMENT

This AMENDED AND RESTATED CROSS ACCESS EASEMENT AGREEMENT (this "Agreement"), dated and effective SEPTEMBER 6, 2019 (the "Effective Date"), is entered by and between RR DEVELOPMENT PARTNERS, LLC, a Utah limited liability company ("RRDP"), and WEST STATION NORTH APARTMENTS, LP, a Utah limited partnership ("WSNA").

RECITALS

A. WSNA is the owner of real property located at 233 N. Redwood Road, Salt Lake City, Utah ("Lot 2"). Lot 2 is legally described on Exhibit A attached hereto and is depicted on the Site Plan attached as Exhibit B hereto (the "Site Plan"). WSNA has constructed a 148 unit apartment project know as West Station North on Lot 2.

B. RRDP is the owner of real property located at 205 N. Redwood Road, Salt Lake City, Utah ("Lot 3"). Lot 3 is legally described on Exhibit A attached hereto and is depicted on the Site Plan attached as hereto as Exhibit B.

D. WSNA entered a Cross Access Easement Agreement with KZT Utah, LLC and the North Temple, LLC, the previous owners of Lot 3. That Cross Access Easement Agreement dated September 28, 2016 was recorded as Entry Number 12377051 in Book 10482 Page 588-597 of the Salt Lake County Recorder (the "2016 Cross Access Easement Agreement").

E. After RRDP purchased Lot 3, RRDP granted an easement to WSNA for right-of-way access across a portion of Lot 3 as set forth more fully in the Cross Access Easement Agreement dated November 30, 2017 and recorded as Entry Number 12748051 in Book 10662 Page 3930-3938 of the Salt Lake County Recorder (the "2017 Cross Access Easement Agreement"). The 2017 Cross Access Easement Agreement was intended to replace in its entirety the 2016 Cross Access Easement Agreement.

E. On even date herewith, RRDP will purchase approximately 11,376 square feet of property from WSNA via a Warranty deed to be recorded with the Salt Lake County Recorder.

F. On even date herewith, the 11,376 square feet of additional property being purchased from WSNA will be incorporated into Lot 3 by Salt Lake City in the Chars S. Desky's Fourth Addition to Salt Lake City, 2nd Amended & Extended Plat to be recorded with the Salt Lake County Recorder promptly after the recordation of this Agreement (the "Amended Site Plan").

G. RRDP and WSNA now wish to enter into this Agreement to further clarify the use and maintenance of the right-of-way across a portion of Lot 3.

H. This Agreement amends and restates the 2017 Cross Access Easement Agreement in its entirety and ratifies the termination of the 2016 Cross Access Easement Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. ***Grant of Easement to WSNA.*** RRDP does grant and convey to WSNA a perpetual, appurtenant, non-exclusive easement of access, passage and use over and across a portion of Lot 3 in the location designated as "Access Easement" on the Amended Site Plan attached as Exhibit C and made a part of this Agreement, to maintain and use a pedestrian and vehicular ingress and egress from Redwood Road to and from Lot 2 (the "Access Easement"). The Access Easement granted in this Agreement is non-exclusive and does not preclude RRDP or its successors, successors in title and assigns from using Lot 3 for any purpose, business, or otherwise. RRDP or its successors, successors in title and assigns are free to grant to other persons or entities the right to use Lot 3, so long as such use does not unreasonably interfere with the rights granted to WSNA under this Agreement. The Access Easement, and all rights associated therewith, are granted to WSNA and its successors, successors in title and assigns, and for the benefit of WSNA and its successors, successors in title and assigns and for the benefit of the tenants, customers, business guests, licensees and invitees of each the above. The Access Easement shall be now and forever be appurtenant to Lot 2. The Access Easement granted in this Agreement is intended to run with the land and be transferable with the property benefited (but not separately) because the Access Easement is essentially necessary to the use of Lot 2. WSNA agrees that it shall utilize the Access Easement granted herein in such manner as to minimize, to the extent reasonably possible, interference with RRDP's (and its successors, successors in title and assigns and their respective tenants, employees, customers, guests, licensees and invitees) use, enjoyment and development of Lot 3. Nothing in this Agreement shall prevent or preclude RRDP or its successors, successors in title and assigns from developing all or a portion of Lot 3, subject to the rights granted to WSNA under this Agreement. RRDP reserves the right to use Lot 3 to grant other easements across the Access Easement for the benefit of Lot 3 and the owners and occupants thereof and their tenants, customers, licensees, invitees and guests, as well as for the benefit of the owners of neighboring properties and utility providers and/or governmental authorities, as applicable, so long as the same does not unreasonably interfere with the rights granted WSNA under this Agreement.

2. ***Maintenance and Repair.*** Until RRDP or its successors, successors in title and assigns begins construction of improvements on Lot 3, WSNA shall be solely responsible for the ongoing maintenance and repair of the driveway located in the Access Easement ("Driveway"), including snow removal. Once RRDP or its successors, successors in title and assigns begin construction of any improvements on Lot 3, RRDP shall be responsible for all ongoing maintenance and repair of the Driveway, and WSNA shall be responsible to reimburse RRDP for twenty five percent (25%) of the costs of actual ongoing maintenance and repair, including snow removal. On a quarterly

basis, RRDP shall provide WSNA with invoices for the actual costs of the ongoing maintenance and repair. WSNA shall reimburse RRDP for such actual costs within 15 days of receipt of written demand therefor. In the event the RRDP fails to maintain and repair the Driveway, WSNA, after thirty (30) day prior advance notice to RRDP, shall have the right (but not a duty) to perform such maintenance and repair at WSNA's cost; provided, however, no notice shall be required by RRDP for any failure by WSNA to perform maintenance and repair that causes an immediate threat of damage or injury to person or property or for any failure by RRDP to timely remove snow and ice. For purposes of this provision, "begins construction of improvements" shall mean the pouring of foundation and not any pre-construction work such as trenching or grading.

3. **Signage.** The owner of Lot 2 shall be permitted to place not more than two directional signs in the Access Easement (the "Directional Signage"). The size, location and design of the Directional Signage shall be subject to the prior written approval of the owner of Lot 3, which approval shall not be unreasonably withheld, conditioned or delayed. Nothing herein shall prohibit other signage from being installed by the owner of Lot 3 in the Access Easement, and upon mutual agreement of the owner of Lot 2 and the owner of Lot 3, the Directional Signage may be shared among them. Maintenance, repair and replacement of the Directional Signage shall be borne by the owner of the applicable lot(s) who benefit from the same.

4. **Liability Insurance.** Each party shall, at all times during the term of this Agreement, maintain in full force and effect comprehensive public liability insurance covering its uses of the properties described herein with financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person or consequential damages arising therefrom, and comprehensive property damage insurance, each in an amount not less than \$2,000,000 combined single-limit coverage. Each party's liability insurance policy shall name the other party as an additional named insured.

5. **Breach of Obligations.** In the event either party fails to perform its obligations under this Agreement and such failure continues for five business days after receipt of written notice thereof, the other party shall, in addition to any other remedies afforded under Utah law, be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Provided, however, no breach of this Agreement will entitle either party hereto to cancel, rescind or otherwise terminate this Agreement, nor shall either party be liable to the other for any consequential, punitive, indirect or special damages.

6. **Attorney Fees.** In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial and on appeal as adjudged by the trial and appellate court.

7. **Notices.** Whenever any notice is required or sent under this Agreement, it shall be made in writing and shall be effective when received or rejected by the addressee after being served either personally or sent by U.S. first-class certified mail, postage prepaid, return receipt requested and addressed to the parties as follows:

If to RRDP:

Blake Henderson
2041 Paddington Drive
Park City, Utah 84060

If to WSNA:

Blake Henderson
2041 Paddington Drive
Park City, Utah 84060

In the event ownership of Lot 2 or Lot 3 is transferred, the transferring party shall provide prompt written notice to the other party to this Agreement of the name and address of the new owner of the applicable lot. If a party fails to provide the other party with notice of any change in ownership, then notice may be delivered to the registered agent on file with the secretary of state in the state of such new owner's formation, or, if inapplicable, to the property address of Lot 2 or Lot 3, as the case may be.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Utah without reference to its conflict of laws principles.

9. **Binding on Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of WSNA, RRDP and their respective successors, successors in title and assigns.

10. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties to it with respect to the subject matter, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth in this Agreement shall be of any force or effect.

12. **Modification.** This Agreement may not be modified except by written modification, executed by all parties to it. All titles or captions of the paragraphs set forth in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision of it.

13. **Due Authorization.** Each party represents and warrants to the other that the individual executing this instrument has been duly authorized by appropriate action of the governing body of the party for which he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the Effective Date first above written.

RRDP:

RR DEVELOPMENT PARTNERS, LLC,
a Utah limited liability company

By: [Signature]
Its: Manager

WSNA:

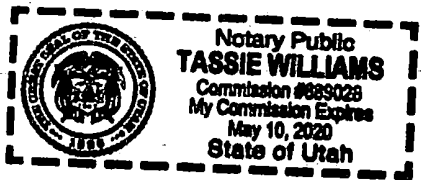
WEST STATION NORTH APARTMENTS, LP,
a Utah limited partnership

By: [Signature]
Its: Manager

STATE OF UTAH)
County of Summit) ss.

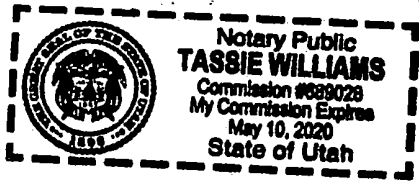
The foregoing instrument was acknowledged before me this 22nd day of August, 2019 by Blake Henderson, the Authorized Member of RR Development Partners, LLC, a Utah limited liability company.

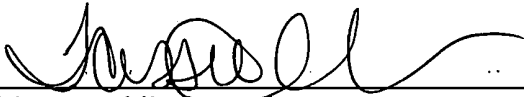
[Signature]
Notary Public for Utah
My commission expires 5-10-2020



STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019 by Blake Henderson, the Authorized Member of West Station North Apartments, LP, a Utah limited liability partnership.





Notary Public for Utah
My commission expires 5-10-2020

EXHIBIT A

Lot 2:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CHARS S. DESKYS FOURTH ADDITION TO SALT LAKE CITY, AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER (ENTRY NO. 12130004, BOOK 2015, PAGE 211, FILED SEPTEMBER 10, 2015), SAID POINT BEING LOCATED NORTH 00°00'00" EAST 1,947.43 FEET AND NORTH 90°00'00" WEST 113.19 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (A FOUND BRASS CAP SURVEY MARKER, SALT LAKE COUNTY MONUMENT NO. 1N1W3402, LOCATED AT 000 N. 1700 W.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD AND ON A 22,865.31 FOOT RADIUS FOOT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 88°48'57" WEST; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.72 FEET THROUGH A CENTRAL ANGLE OF 00°34'50"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE SOUTH 89°58'38" WEST A DISTANCE 213.67 FEET; THENCE SOUTH 00°01'22" EAST A DISTANCE OF 151.68 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 151.68 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 45.50 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 235.64 FEET TO THE EASTERLY LINE OF MORTON MEADOWS SUBDIVISION PLAT B; THENCE ALONG SAID EASTERLY LINE OF MORTON MEADOWS SUBDIVISION PLAT B, NORTH 00°04'28" EAST A DISTANCE OF 218.26 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF MORTON MEADOWS SUBDIVISION PLAT B, SOUTH 89°51'50" EAST A DISTANCE OF 565.92 FEET TO THE POINT OF BEGINNING.

08-34-331-044

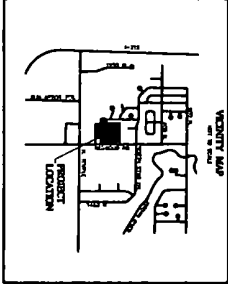
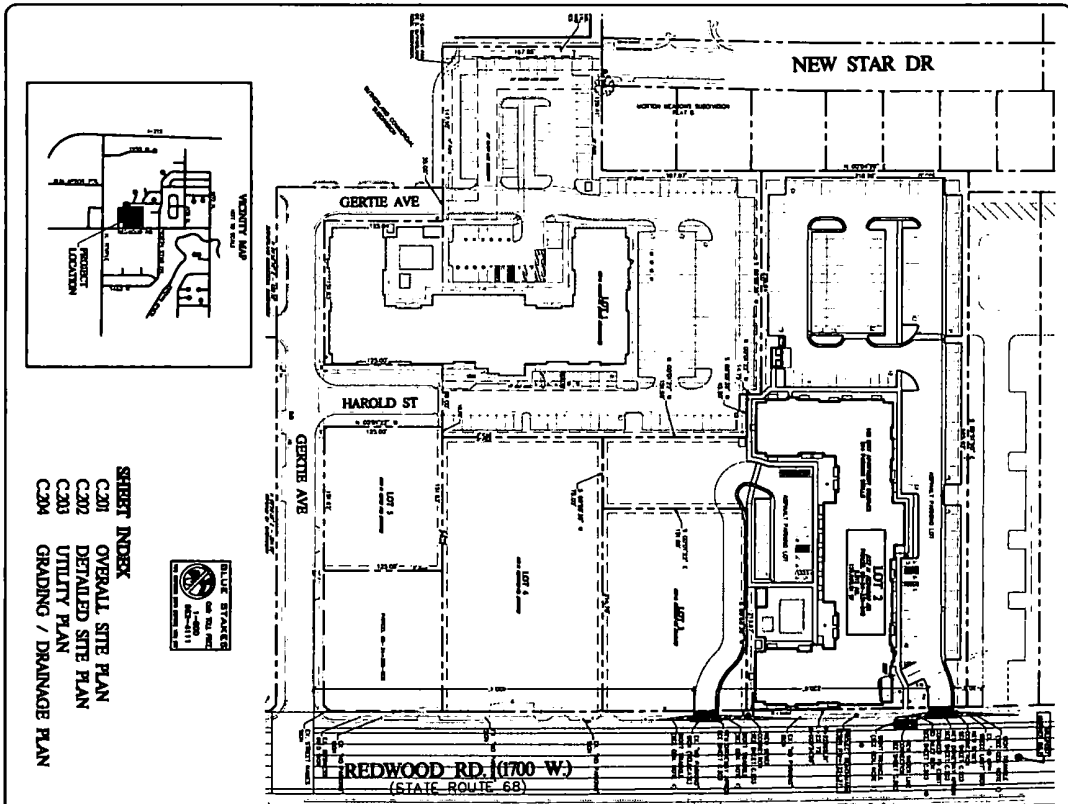
Lot 3:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, CHARS S. DESKYS FOURTH ADDITION TO SALT LAKE CITY, AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER (ENTRY NO. 12130004, BOOK 2015, PAGE 211, FILED SEPTEMBER 10, 2015), SAID POINT BEING LOCATED NORTH 00°00'00" EAST 1,564.05 FEET AND NORTH 90°00'00" WEST 108.48 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND

MERIDIAN (A FOUND BRASS CAP SURVEY MARKER, SALT LAKE COUNTY MONUMENT NO. 1N1W3402, LOCATED AT 000 N. 1700 W.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE SOUTH 89°58'38" WEST A DISTNCE 214.70 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 151.68 FEET; THENCE NORTH 89°58'38" EAST A DISTANCE OF 213.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID REDWOOD ROAD, SAID POINT ALSO BEING ON A 22,865.31 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 89°23'47" WEST; THENCE ALON THE WESTERLY RIGHT OF WAY LINE OF SAID REDWOOD ROAD AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.68 FEET THROUGH A CENTRAL ANGLE OF 0°22'48" TO THE POINT OF BEGINNING.

08-34-331-046

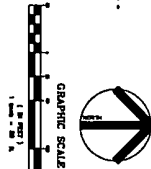
EXHIBIT B Site Plan



- SHEET INDEX**
- C201 OVERALL SITE PLAN
 - C202 DETAILED SITE PLAN
 - C203 UTILITY PLAN
 - C204 GRADING / DRAINAGE PLAN



WEST STATION APARTMENTS, PHASE 2
 A 148 UNIT APARTMENT PROJECT LOCATED IN THE EAST 1/2 OF THE
 THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST,
 SALT LAKE BASIN AND MERRIDIAN SALT LAKE CITY, SALT LAKE COUNTY, UTAH



LEGAL DESCRIPTION

The project is located on the East 1/2 of the Southwest 1/4 of Section 34, Township 1 North, Range 1 West, Salt Lake Basin and Meridian, Salt Lake County, Utah. The project is situated on a 1.25-acre parcel. The project is bounded by New Star Dr to the north, Redwood Rd (1700 W) to the south, Gertie Ave to the west, and Harold St to the east. The project is situated on a 1.25-acre parcel. The project is bounded by New Star Dr to the north, Redwood Rd (1700 W) to the south, Gertie Ave to the west, and Harold St to the east.

GENERAL NOTES

1. THE PROJECT IS LOCATED ON THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, SALT LAKE COUNTY, UTAH.
2. THE PROJECT IS BOUNDARY BY NEW STAR DR TO THE NORTH, REDWOOD RD (1700 W) TO THE SOUTH, GERTIE AVE TO THE WEST, AND HAROLD ST TO THE EAST.
3. THE PROJECT IS SITUATED ON A 1.25-ACRE PARCEL.
4. THE PROJECT IS BOUNDARY BY NEW STAR DR TO THE NORTH, REDWOOD RD (1700 W) TO THE SOUTH, GERTIE AVE TO THE WEST, AND HAROLD ST TO THE EAST.
5. THE PROJECT IS SITUATED ON A 1.25-ACRE PARCEL.
6. THE PROJECT IS BOUNDARY BY NEW STAR DR TO THE NORTH, REDWOOD RD (1700 W) TO THE SOUTH, GERTIE AVE TO THE WEST, AND HAROLD ST TO THE EAST.
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19. THE PROJECT IS SITUATED ON A 1.25-ACRE PARCEL.
20. THE PROJECT IS BOUNDARY BY NEW STAR DR TO THE NORTH, REDWOOD RD (1700 W) TO THE SOUTH, GERTIE AVE TO THE WEST, AND HAROLD ST TO THE EAST.

UDOT NOTES

1. THE PROJECT IS LOCATED ON THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, SALT LAKE COUNTY, UTAH.
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20. THE PROJECT IS BOUNDARY BY NEW STAR DR TO THE NORTH, REDWOOD RD (1700 W) TO THE SOUTH, GERTIE AVE TO THE WEST, AND HAROLD ST TO THE EAST.

<p>OVERALL SITE PLAN UDOT CONDITIONAL ACCESS PERMIT WEST STATION APARTMENTS, PHASE 2</p>	<p>RENDERSON DEVELOPMENT</p>	<p>PLAN-PRO-UDOT-1810</p>	<p>122</p>	<p>DATE: 10/20/2010 DESIGNED BY: [Signature] CHECKED BY: [Signature]</p>		<p>Project: WEST STATION APARTMENTS, PHASE 2 Date: 10/20/2010 Scale: AS SHOWN</p>	<p>Evergreen Engineering, Inc. 224 Engineering & Surveying • Lead Engineer 224 Engineering & Surveying • Lead Engineer 224 Engineering & Surveying • Lead Engineer 224 Engineering & Surveying • Lead Engineer</p>
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CO. RECORDER