

WHEN RECORDED, MAIL TO:

Paxton Guymon
YORK HOWELL & GUYMON
10610 South Jordan Gateway
Suite 200
South Jordan, Utah 84095

Cross Access Easement

(Utah County Tax Serial Nos. 46:917:0002 and 92:129:0001)

This Cross Access Easement (this "Easement") is hereby made and granted by Carvana, LLC, an Arizona limited liability company ("Carvana"), as owner of the "Carvana Parcel" described below, in favor of the commercial lot known as the "Lehi Pointe Parcel" described below and identified as Utah County Tax Parcel 46:917:0002.

RECITALS:

- a. Carvana is in the process of developing and improving that certain property identified as Lot 1, Carvana Lehi Subdivision, Utah County (the "Carvana Parcel"), located at 2950 North Triumph Boulevard, Lehi, Utah.
- b. Adjacent to the southern boundary of the Carvana Parcel is Lot 2, Mountain Point Medical Center Commercial Subdivision, currently owned by Lehi Pointe LLC, a Utah limited liability company, and identified as Utah County Tax Parcel 46:917:0002 (the "Lehi Pointe Parcel").
- c. As one of its conditions of approval for development of the Carvana Parcel, Lehi City (the "City") is requiring cross-access easements between adjacent properties to provide for vehicular and pedestrian connectivity in accordance with the Connectivity Standards set forth in Section 37.030 of the Lehi City Development Code (the "City Requirement"), which states: "*Nonresidential and multi-family residential site plans shall provide pedestrian and vehicular cross-access to adjacent developments to allow auto and pedestrian trips to occur between developments.*"
- d. This Easement is intended to satisfy the City Requirement regarding cross-access between the Carvana Parcel and the Lehi Pointe Parcel.

EASEMENT

1. Cross-Access Connection. Subject to the other provisions of this Easement, and the limitations set forth in Section 2 below, Carvana grants and conveys in favor of the Lehi Pointe Parcel a non-exclusive cross-access easement for purposes of satisfying and complying with the City Requirement. The cross-access connection between the Carvana

Parcel and the Lehi Pointe Parcel is 31.89 feet wide and is described in Exhibit "A" hereto (the "Connection Point") and depicted in the attached Site Plan. The cross access easement herein granted is strictly limited to allow auto and pedestrian trips to occur between the Carvana Parcel and the Lehi Pointe Parcel, but only to the extent necessary to comply with the City Requirement.

2. Limitations. The cross-access easement herein granted shall not be construed to allow either property owner to: (i) construct or install any improvements on the other property owner's property; (ii) use the other property owner's property for parking or to satisfy any parking requirements of the City, including, without limitation, parking for guests, owners, invitees, tenants, or others; (iii) satisfy the City's street access requirements for development such as primary or secondary access points to public streets, or (iv) use the Connection Point or cross-access easement for construction traffic or staging purposes. Without limiting the foregoing restrictions, the Lehi Point Parcel shall not make use of the cross-access easement granted herein unless and until the Lehi Point Parcel has been fully developed in accordance with the City's design and construction standards, and a certificate of occupancy has been issued by the City for the new structure(s) built on the Lehi Point Parcel. Furthermore, when the Lehi Point Parcel is developed, it shall be designed and improved in a manner that minimizes the use of the cross-access easement herein granted (and minimizes the burden and impact caused to the Carvana Parcel). The cross-access easement herein granted shall be used in a manner that provides the least amount of interference with, impact on, and burden to the Carvana Parcel. By making use of the cross-access easement herein granted, the owner of the Lehi Pointe Parcel accepts and agrees to be bound by the terms and conditions of this instrument, to take all reasonable measures to comply with these limitations and restrictions, and to ensure compliance with the same by its tenants, occupants, guests, invitees, contractors, and other users of its property.
3. Maintenance. Each property owner, at its sole cost and expense, shall maintain and keep its respective side of the Connection Point in a commercially reasonable condition and state of repair.
4. Run with the Land. The covenants, conditions, restrictions, easements, and the other provisions of this Easement shall run with the land and be appurtenant both the Carvana Parcel and the Lehi Pointe Parcel, and shall be binding on and inure to the benefit of all future owners, successors, and assigns of said parcels. By making use of the cross-access easement herein granted, the owner of the Lehi Pointe Parcel accepts and agrees to be bound by the terms and conditions of this instrument.
5. Amendments. This Easement may not be amended or modified except by a written instrument signed by the owners of both parcels and recorded with the Utah County Recorder's Office.
6. Effective Date. This Easement shall be effective when it has been duly recorded against both of the subject parcels of real property located in Utah County, Utah. Both parcels are described in Exhibit "B" hereto.

CARVANA, LLC, an Arizona
limited liability company

By: *Christian Orr*

Name/Printed: Christian Orr

Title: Development Project Manager, Carvana LLC

NOTARY VERIFICATION

~~ARIZONA~~

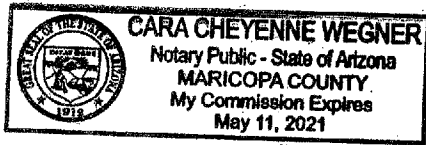
STATE OF ~~UTAH~~)

MARICOPA :ss

COUNTY OF ~~UTAH~~)

On this 13 day of JUNE, 2019, before me the undersigned notary public, personally appeared CHRISTIAN ORR in his/her capacity as PROJECT MANAGER of Carvana, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he/she executed the same in said capacity.

SEAL:



[Signature]
NOTARY PUBLIC

EXHIBIT A

Legal Description of Connection Point

The cross-access connection point between the Carvana Parcel and the Lehi Pointe Parcel is described as follows:

Beginning at a point on the south line of Lot 1, Carvana Lehi Subdivision, as proposed, said point being South 89°59'22" West 83.63 feet from the southeast corner of said Lot 1, said corner being South 89°46'38" East 1998.95 feet (said line being measured from the found brass cap monuments at the Southwest Corner and the Southeast Corner of said Section 31) and North 0°13'28" East 1310.73 feet from the Southwest Corner of Section 31 and running: Thence South 89°59'22" West 31.89 feet to the point of terminus.

See attached map

EXHIBIT B

Legal Descriptions of Carvana Parcel and Lehi Pointe Parcel

This Easement shall be recorded against both of the following described parcels located in Utah County, State of Utah:

Carvana Parcel: Lot 1, Carvana Lehi Subdivision, according to the official plat thereof on file with the Utah County Recorder's Office, State of Utah, with a street address of 2950 North Triumph Blvd., Lehi, Utah (**Tax Serial No. 92:129:0001**)

AND

Lehi Pointe Parcel: Lot 2, Mountain Point Medical Center Commercial Subdivision, according to the official plat thereof on file with the Utah County Recorder's Office, State of Utah (**Tax Serial No. 46:917:0002**)