

PREPARED BY AND WHEN  
RECORDED RETURN TO:

Vision Dance Holdings, LLC  
11635 S. 700 E.  
Draper Utah 84020  
Telephone: (801) 885-2940

12373086  
9/26/2016 1:44:00 PM \$20.00  
Book - 10480 Pg - 975-979  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

#### CROSS ACCESS/CROSS PARKING AND UTILITY EASEMENT

This Cross Access/Cross Parking and utility Easement (this "Easement") is made and entered into as of the 22 day of SEPTEMBER, 2016, by T.N.M.Co, LLC, a Utah limited liability company, (Parcel # 2720401016000), and Vision Dance Holdings, LLC, a Utah limited liability company, (Parcel #2720401010000) ("Declarants"). Collectively, T.N.M.Co., LLC, and Vision Dance Holdings, LLC, a Utah limited liability company, are referred to as the "Parties".

#### Recitals:

Whereas, T.N.M.Co., LLC, a Utah limited liability company, is the owner of adjoining land more particularly described as Parcel number 2720401016000, in Salt Lake County.

Whereas, Vision Dance Holdings, LLC, a Utah limited liability company, is the owner of adjoining land more particularly described as Parcel number 2720401010000, in Salt Lake County.

Whereas, Declarants and the Parties desire to subject their respective lands to a non-exclusive (i) cross access/cross parking and utility easement for the mutual benefit and use of parking area(s) together with pedestrian and vehicular ingress and egress to and from such parking area(s), and (ii) cross access easement for construction and maintenance of improvements, landscaping and utilities, as and where needed.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Easement by this reference as if fully set forth herein.
2. Easement Grant. Subject to the terms and conditions of this Easement, the Parties grant to each other for the benefit of each respective Declarant:
  - a. Parking and Drives: A mutual non-exclusive easement for pedestrian and vehicular ingress and egress and vehicular guest parking upon, over and across the portion of land which are identified as "parking areas", access driveways, curb cuts, or street access or sidewalks
  - b. Utilities: Each parcel shall have appurtenant thereto and be benefited by and subject to and burdened by, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance,

repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits, and related facilities under, through and across adjacent property. If the rights provided for in this Paragraph 2.b are exercised, the Owner intended to be served by the easement concerned shall pay the cost involved with such exercise and, at such Owner's sole cost. Each utility pipe, line, wire, conduit and related facility located within the development shall be located underground to the extent reasonably possible.

c. Facilities: A non-exclusive easement for pedestrian ingress and egress across the common area to access the facilities. This easement for access to the facilities shall extend to future owners.

d. Benefit: The easements may be used by the Parties, their respective successors and or assigns, their agents, representatives, employees, licensees and invitees for the purposes as described herein

3. Purpose: Said easement areas are intended to provide mutual access to and from all public streets, and reciprocal parking areas, and to promote better vehicular access and circulation to and from driveways and common areas.

4. Maintenance:

a. Parking and Drives: The parking and drives within the Easement Areas shall be constructed and maintained in a good and useful condition by the Parties, and except as stated below, any easement area requiring maintenance, repair or replacement, the Party which owns the area requiring the maintenance or repair shall cause the same to be promptly performed at its sole cost and expense in a good workman like manner. Notwithstanding the foregoing, in the event damage to any easement area caused by a Party or Declarant, the Party which caused the physical damage shall perform all the necessary maintenance, repair or replacement to correct the damage and shall cause the same to be promptly performed at its sole cost and expense in a good and workman like manner. Upon a failure of the applicable Party to repair or replace any damaged easement area, the other Party may do so with the actual and reasonable cost incurred chargeable to and payable by the responsible Party.

5. Covenant Running With the land: The provisions of this easement shall run with the land and shall bind inure to the benefit of the Parties, Declarants and their successors and or assigns.

6. Reservations: The Parties reserve all rights of ownership in and to the easement areas which are not inconsistent with the easements granted hereby. Without limiting the foregoing, free and full access to, from and across all portions of the easement areas shall not be blocked, obstructed or impeded.

In Witness Whereof, the Parties have executed this easement as of the day and year first written above.

T.N.M.Co, LLC, a Utah limited liability company

by: Troy Stringam  
TROY STRINGAM, Manager

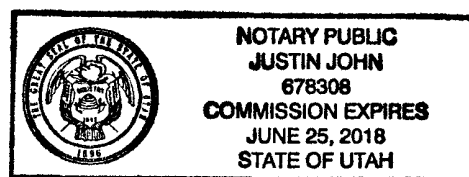
Vision Dance Holdings, LLC

by: Randi Shaw  
RANDI SHAW, Member

SUBSCRIBED AND SWORN to before me this 22 day of September, 20 16 the above signed.

Justin John  
Notary Public

My Commission expires on: 6-25-18



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Beginning at a point South 00°00'42" West 686.89 feet and South 89°46'32" East 33.00 feet and South 00°00'42" West 101.16 feet from the center of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°47'24" East 315.48 feet; thence South 00°00'42" West 101.07 feet; thence North 89°48'16" West 315.48 feet; thence North 00°00'42" East 101.15 feet to the point of beginning.

Tax Id No.: 27-20-401-016

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Beginning at a point on the center of section line said point being South 00°00'42" West 889.207 feet from the center of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and running thence South 89°48'16" East 348.48 feet; thence South 00°00'42" West 125.00 feet; thence North 89°48'16" West 348.48 feet; thence North 00°00'42" East 125.00 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the 3600 West Street.

ALSO LESS AND EXCEPTING THEREFROM the following:

A part of the Southeast quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the Easterly line of the original asphalt pavement along 3600 West Street being 889.207 feet South 00°00'42" West along the quarter section line; and 9.64 feet South 89°48'16" East from the center of said Section 20; and running thence South 89°48'16" East 23.36 feet along the North line of Grantor's Property; thence South 00°00'42" West 125.00 feet along a line parallel to and being 33.00 feet perpendicularly distant Easterly from the quarter section line to the South line of Grantor's Property; thence North 89°48'16" West 26.26 feet along said South line to a point on the Easterly line of the original asphalt pavement along 3600 West Street; thence along said Easterly line the following four courses: North 00°00'49" West 88.09 feet; North 23°35'32" East 8.33 feet; North 00°31'48" East 26.23 feet; and North 11°39'52" West 3.11 feet to the point of beginning.

Tax Id No.: 27-20-401-010