

AFTER RECORDING, RETURN TO:

CW THE LUCY, LLC

Attn : Urban Development Team

1222 W. Legacy Crossing Blvd., Suite 6

Centerville, Utah 84014

AFFECTING PARCEL NUMBERS: 15-12-458-008-0000, 15-12-458-012-0000, 15-12-458-013-0000, 15-12-458-01016-0000

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**AMENDED AND REVISED AGREEMENT TO TERMINATE PRIOR EASEMENTS  
AND GRANT REVISED CROSS ACCESS AND RIGHT OF WAY EASEMENTS**

THIS AMENDED AND REVISED AGREEMENT TO TERMINATE PRIOR EASEMENTS AND GRANT REVISED CROSS ACCESS AND RIGHT OF WAY EASEMENTS (the "Agreement") is made and entered into this 21<sup>st</sup> day of January, 2020, by and between **DD MANAGEMENT, LLC**, a Utah limited liability company ("DD Management"); **CW THE LUCY, LLC**, a Utah limited liability company ("CW Lucy"); and **ARDMORE APARTMENTS, LLC**, a Utah limited liability company ("Ardmore"); DD Management, CW Lucy, and Ardmore are, from time to time, each referred to hereinafter as a "Party", and are, from time to time, collectively referred to hereinafter as the "Parties";

**RECITALS**

WHEREAS, DD Management is the fee title owner of that certain parcel of real property located in Salt Lake County, Utah, more particularly described as the "DD Management Property" in Exhibit A attached hereto (the "**DD Management Property**");

WHEREAS, CW Lucy is the fee title owner of those certain parcels of real property located in Salt Lake County, Utah, more particularly described as "The Lucy Phase 1 Parcel" and "The Lucy Phase 2 Parcel" in Exhibit "A" attached hereto. The Lucy Phase 1 Parcel and The Lucy Phase 2 Parcel are hereinafter collectively referred to as the "CW Lucy Property");

WHEREAS, Ardmore is the fee title owner of that certain parcel of real property located in Salt Lake County, Utah, more particularly described as The Lucy Phase 3 in Exhibit "A" attached hereto (the "Ardmore Property"); The CW Lucy Property and the Ardmore Property are, from time to time, collectively hereinafter referred to as the "CW Ardmore Property".

WHEREAS, DD Management and CW Lucy entered into that certain AGREEMENT TO TERMINATE PRIOR EASEMENTS AND GRANT REVISED CROSS ACCESS AND RIGHT OF WAY EASEMENTS dated January 29, 2019 and recorded on April 8, 2019 as Entry No. 2574038 in Book 3433, at Page 18, of the Official Record of the Salt Lake County Recorder. The foregoing agreement is hereinafter referred to as the "2019 Cross Easement Agreement". DD Management, CW Lucy, and Ardmore desire, by this Agreement, to restate, revise, and amend

the 2019 Cross Easement Agreement in accordance with the terms and conditions of this Agreement.

WHEREAS, in accordance with the terms and conditions of that certain "RIGHT OF WAY AGREEMENT" dated May 14, 1973 (the "1973 Easement Agreement") by and between INTERMOUNTAIN IMPROVEMENT CORPORATION, a Utah corporation and DISTRIBUTORS INCORPORATED UTAH, a Utah corporation, and recorded October 4, 1973 as Entry No. 2574038 in Book 3433, at Page 18, of the Official Record of the Salt Lake County Recorder, certain cross access easements and right-of-way easement rights, duties, and obligations were created with respect to the DD Management Property and the CW Ardmore Property. The cross access easements, the right-of-way easement rights, duties, and obligations provided for in the 1973 Easement Agreement are hereinafter collectively referred to as the "1973 Easements"); and

WHEREAS, the Parties desire, subject to the terms of this Agreement, to: (a) terminate the 1973 Easements and to grant new cross access and right of way easements in favor of each other that will be more precise and specific in scope than the 1973 Easements; and (b) terminate, revise and restate the 2019 Cross Easement Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal benefits resulting from the recordation of the Agreement, the Parties agree as follows:

1. **Termination of the 1973 Easements and the 2019 Cross Easement Agreement.** By execution by all of the Parties hereto and recordation of this Agreement, the 1973 Easements and the 2019 Cross Easement Agreement are hereby terminated and vacated in their entirety and removed as a burden upon the DD Management Property, the CW Lucy Property and the Ardmore Property.
2. **Grant of New Easement by DD Management.** DD Management hereby grants unto both CW Lucy and Ardmore, for the benefit of both CW Lucy and Ardmore, and their respective successors, assigns, transferees, tenants, subtenants, agents, employees, guests, and invitees, a perpetual cross access and right of way easement for vehicular traffic upon, over, and across the easterly thirteen and one-half foot (13.5') portion of the DD Management Property. Said 13.5' portion of the DD Management Property is more particularly described as the "DD Management Easement Parcel" in Exhibit "B", attached hereto (the "DD Management Easement Parcel").
3. **Grant of New Easement by CW Lucy.** CW Lucy hereby grants unto both DD Management and Ardmore, for the benefit of both DD Management and Ardmore, and their respective successors, assigns, transferees, tenants, subtenants, agents, employees, guests, and invitees, a perpetual cross access and right of way right of way easement for vehicular traffic upon, over, and across the westerly twelve feet (12') of The Lucy Phase 2 Parcel more particularly described as the "CW Lucy Easement Parcel" in Exhibit "B", attached hereto (the "CW Lucy Easement Parcel").

4. **Grant of New Easement by Ardmore.** Ardmore hereby grants unto both DD Management and CW Lucy, for the benefit of both DD Management and CW Lucy, and their respective successors, assigns, transferees, tenants, subtenants, agents, employees, guests, and invitees, a perpetual cross access and right of way right of way easement for vehicular traffic upon, over, and across the westerly twelve feet (12') of The Lucy Phase 3 Parcel more particularly described as the "Ardmore Easement Parcel" in Exhibit "B", attached hereto (the "Ardmore Easement Parcel"). The DD Management Property, the CW Lucy Property, the Ardmore Property, the DD Management Easement Parcel, the CW Lucy Easement Parcel and the Ardmore Easement Parcel are more particularly depicted in Exhibit "C" attached hereto. The DD Management Easement Parcel, the CW Lucy Easement Parcel, and the Ardmore Easement Parcel are hereinafter, from time to time, collectively referred to as the "Cross Easement Parcel".

5. **Use of the Cross Easement Parcel.** The Cross Easement Parcel is intended to (i) promote better vehicular traffic, access, and circulation to and from the DD Management Property, the CW Lucy Property and the Ardmore Property, and (ii) permit each Party to satisfy any and all access and use requirements imposed by all applicable governmental agencies for their respective uses. In connection therewith, each Party is permitted to and hereby agrees to use the Cross Easement Parcel primarily for (i) providing vehicular ingress and egress to and from 1300 South and Lucy Avenue for all of the parcels described in Exhibit A, attached hereto, and (ii) the granting of any and all access rights, duties, obligations, and restrictions imposed or otherwise required by all applicable governmental agencies (which right shall authorize each Party to extend such rights in favor of the requesting governmental agency). With the exception of certain vehicles temporarily parking upon the Cross Easement Parcel for the periodic maintenance, repair, installation, removal, or the like, of the cell tower equipment, located on the DD Management Property, neither Party nor occupant of any part of the Parties' properties shall permit permanent or long term parking or storage of vehicles on the Cross Easement Parcel, nor any obstruction of any nature, however permanent or temporary, of any portion of the Cross Easement Parcel, nor the storage of any materials thereon. DD Management hereby acknowledges that CW Lucy and Ardmore both intend to construct certain multi-family residential units on both the CW Lucy Property and the Ardmore Property. DD Management hereby consents to such use of both the CW Lucy Property and the Ardmore Property and accepts the burden that such use will have on the Cross Easement Parcel and DD Management Property. Both CW Lucy and Ardmore hereby consent to DD Management's use of the DD Management Property as of the date hereof and accept the burden that such use will continue to have on the Cross Easement Parcel, the CW Lucy Property, and the Ardmore Property.

6. **Construction and Maintenance of Improvements Upon the Cross Easement Parcel.** The improvements upon the Cross Easement Parcel shall be constructed and maintained in a good and useful condition. With respect to the installation, construction, and maintenance of the improvements upon the Cross Easement Parcel, the following provisions

shall apply:

a. Initial Construction Period. The Parties acknowledge that both CW Lucy and Ardmore have already constructed or intend to construct multi-family residential units on both the CW Lucy Property and on the Ardmore Property. The Parties acknowledge and consent to CW Lucy and Ardmore modifying, replacing, enhancing, or otherwise altering the Cross Easement Parcel in connection with the construction activities on their respective, provided that upon completion of such construction activities, the improvements upon the Cross Easement Parcel shall be in the same or better condition as they existed prior to the commencement of such construction activities by either CW Lucy or Ardmore.

b. Maintenance. Initially, the Cross Easement Parcel will be maintained by CW Lucy and Ardmore as set forth hereinbelow. Upon completion of the construction activities referenced in Section 5(a) above, CW and Ardmore intend to incorporate, or cause to be incorporated, homeowners associations with respect to each phase of the development upon the CW Lucy Property and the Ardmore Property (the "CW/Ardmore HOA's") to provide for the management and maintenance of the improvements to be constructed upon the CW Lucy Property and the Ardmore Property. Upon incorporation of the CW/Ardmore HOA's, CW Lucy and Ardmore intend to assign, transfer, and convey all of their maintenance obligations with respect to the Cross Easement Parcel as described herein to the respective HOA responsible for maintenance of the common areas within each such parcel of property and DD Management hereby consents to such transfer without requiring further consent of any Party. Accordingly, the rights, duties, and obligations hereunder with respect to the maintenance of Cross Easement Parcel shall be assumed by both CW Lucy and Ardmore as follows: (i) CW Lucy shall be responsible to maintain the northerly 196.94 foot portion of the Cross Easement Parcel; and (ii) Ardmore shall be responsible to maintain the southerly 75.37 foot portion of the Cross Easement Parcel. Both CW Lucy and Ardmore shall be responsible to maintain their respective portion of the Cross Easement Parcel in a good and useful condition; provided, however, if any Party, or any of its invitees, guests, employees, contractors, and other related parties, cause damage to the Cross Easement Parcel, the Party responsible for causing said damage shall be obligated to promptly repair the damage to the Cross Easement Parcel to the same or better condition as it existed prior to such damage. Additionally, although CW Lucy and Ardmore are assuming maintenance obligations of the Cross Easement Parcel as set forth above, if DD Management alters its use of the DD Management Property such that it materially increases its burden, impact, and use of the Cross Easement Parcel, DD Management shall be obligated to pay for the incremental increase in costs related to the maintenance of the Cross Easement Parcel caused by DD Management's increased burden, impact, and use. As necessary, DD Management, CW Lucy, and Ardmore hereby agree to hold a meeting to determine if DD Management's use has changed such that such use materially increases its burden, impact, and use of the Cross Easement Parcel. In the event DD Management, CW, and Ardmore are unable to mutually agree to the extent that DD Management's use has, or has not, materially increased and the economic burden caused by such use, DD Management CW, and Ardmore hereby agree to submit the issue to mediation. DD Management CW, and Ardmore shall each be responsible for their respective costs and

expenses associated with said mediation, including but not limited to attorney fees.

c. **Self-Help Rights.** To the extent that either CW Lucy and/or Ardmore fails to properly maintain the improvements upon the Cross Easement Parcel, or any Party causes damage to the Cross improvements upon the Cross Easement Parcel and fails to properly repair such damage after receipt of any written request (the "Repair Notice") to repair such damage, then any of the other Parties shall have the right, after 60 days has elapsed since delivery of the "Repair Notice" to the non-performing Party, and provided that within such 60 day period the non-performing Party fails to make good faith efforts to remedy its non-performance, to step in, make the appropriate repairs or maintenance needs, and thereafter seek reimbursement for its reasonable costs incurred to either maintain or repair the improvements upon the Cross Easement Parcel set forth in the Repair Notice. Said costs shall also include any legal costs incurred to seek reimbursement for the costs to repair the damages set forth in the Repair Notice.

7. **Mutual Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Parties from all claims, actions, demands, and liability arising from the use of the Cross Easement Parcel by such Party and all of its invitees, guests, employees, contractors, and other related parties.

8. **Other Provisions.** None of the provisions, conditions, covenants or restrictions of this Agreement and the easements granted herein may be expanded or modified except by a further agreement in writing and in recordable form by all of the Parties hereto or their heirs, successors, or assigns. It is agreed that the mutual use of the Cross Easement Parcel as contemplated herein is permissive and by consent. In the event that all of the Parties hereto agree to terminate the easements and rights of way set forth herein, upon such termination neither Party shall claim or assert any right in, over or upon the respective parcels of the other Parties. This Agreement shall be interpreted pursuant to Utah law. This Agreement shall run with the land.

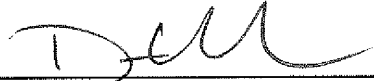
9. **Exhibits a Part of this Agreement.** All exhibits referred to in this Agreement and attached to this Agreement are incorporated into this Agreement by reference and are hereby made a part of this Agreement.

10. **Exhibits to This Agreement.** The following documents are Exhibits to this Agreement:  
Exhibit "A": Legal Descriptions of Owner Parcels  
Exhibit "B": Legal Descriptions of the Easement Parcels  
Exhibit "C": Depiction of the Owner Parcels and the Easement Parcels

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

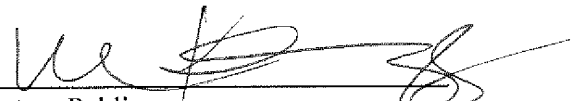
[Signatures on following page]

**D D MANAGEMENT, LLC,**  
a Utah limited liability company

By:   
Donald C. Adamson, Jr, Its Manager

STATE OF UTAH                     )  
  ) ss.  
COUNTY OF Salt Lake

On the 21<sup>st</sup> day of January, 2020, personally appeared before me **DONALD C. ADAMSON, JR** who by me duly sworn did say that he is the Manager of **D D MANAGEMENT, LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed in the behalf of said limited liability company by authority of a resolution of its Members, and the said **DONALD C. ADAMSON, JR** duly acknowledged to me that said limited liability company executed the same.

  
Notary Public

My Commission Expires: 8-26-22



CW THE LUCY, LLC,  
A Utah limited liability company

By: \_\_\_\_\_

*Darlene Carter*

*Darlene Carter*

Print Name

Its \_\_\_\_\_

*Manager*

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

Ⓢ SHE

DARLENE  
CARTER

On the 21 day of January, 2020, personally appeared before me ~~DAVID J WRIGHT~~ who by me duly sworn did say that ~~he~~ is the Manager of CW THE LUCY, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in the behalf of said limited liability company by authority of a resolution of its Members, and the said MANAGER duly acknowledged to me that said limited liability company executed the same.

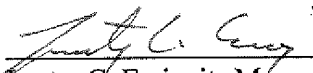
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/17/22





**ARDMORE, LLC,**  
A Utah limited liability company

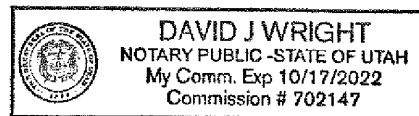
By:   
Lester C. Essig, its Manager

STATE OF UTAH                     )  
  ) ss.  
COUNTY OF DAVIS            )

On the 21 day of January, 2020, personally appeared before me **LESTER C. ESSIG**, who by me duly sworn did say that he is the Manager of **CW THE LUCY, LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed in the behalf of said limited liability company by authority of a resolution of its Members, and the said **LESTER C. ESSIG** duly acknowledged to me that said limited liability company executed the same.

  
Notary Public

My Commission Expires: 10/17/22



**Exhibit "A"**  
**To**  
**Agreement**

**LEGAL DESCRIPTIONS OF OWNER PARCELS**

**The DD Management Parcel**

THE WEST 9 FEET OF LOT 9 AND ALL OF LOTS 10 AND 11, FOX'S SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "B" OF PLATS AT PAGE 64, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

ALSO:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, AND RUNNING THENCE NORTH 26 FEET; THENCE EAST 75 FEET; THENCE SOUTH 26 FEET; THENCE WEST 75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO SALT LAKE CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, BY THAT CERTAIN WARRANTY DEED, DATED APRIL 05, 1989, RECORDED MAY 05, 1989, AS ENTRY NO. 4767773, IN BOOK 6123, AT PAGE 2675, SALT LAKE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 89°56'37" WEST 343.66 FEET ALONG THE 1300 SOUTH MONUMENT LINE AND NORTH 0°01'07" WEST 18.86 FEET FROM THE SALT LAKE CITY MONUMENT IN THE INTERSECTION OF 1300 SOUTH AND 200 WEST; THENCE SOUTH 89°56'37" WEST 75.00 FEET ALONG SOUTH PROPERTY LINE; NORTH 0°01'06" WEST 6.88 FEET ALONG WEST PROPERTY LINE; NORTH 89°15'05" EAST 75.00 FEET TO EAST PROPERTY LINE; THENCE SOUTH 0°01'06" EAST 7.79 FEET TO POINT OF BEGINNING.

Current Fee Title Owner: D D Management, a Utah limited liability company  
Parcel Tax ID No: 15-12-458-008-0000  
Property Address: 238 West 1300 South, Salt Lake City, Utah 84115

**The Lucy Phase 1 Parcel**

Beginning at a point on the southerly right of way line of Lucy Avenue; said point being North 89°56'40" East, along the monument line, 752.12 feet and South 00°03'20" East, 8.07 feet from a Salt Lake City Survey monument located at the intersection of 300 West Street and Lucy Avenue; said point also being North 00°09'42" West, 26.00 feet from the Northeast Corner of Lot 1, Fox's Subdivision, Block 23, 5-Acre Plat "A"; and running thence South 00°09'42" East, 197.24 feet; thence West, 125.32 feet; thence North 00°00'17" West, 197.11 feet to a point on said southerly right of way line of Lucy Avenue; thence North 89°56'40" East, along said southerly right of way line, 124.78 feet to the point of beginning.

Contains: 24,657 Sq. Ft. (0.57 Acres)  
Parcel Tax ID No: 15-12-458-013-0000

Property Address: 214 West 1300 South, Units 1-14, Salt Lake City, Utah 84115

**The Lucy Phase 2 Parcel**

Beginning at a point on the southerly right of way line of Lucy Avenue; said point being North 89°56'40" East, along the monument line, 627.34 feet and South 00°03'20" East, 8.07 feet from a Salt Lake City Survey monument located at the intersection of 300 West Street and Lucy Avenue; said point also being North 00°09'42" West, 26.00 feet and South 89°56'40" West, 124.78 feet from the Northeast Corner of Lot 1, Fox's Subdivision, Block 23, 5-Acre Plat "A"; and running thence South 00°00'17" East, 197.11 feet; thence West, 179.18 feet; thence North 00°09'42" West, 196.94 feet to a point on the southerly right of way line of Lucy Avenue; thence North 89°56'40" East, along said southerly right of way line, 179.72 feet to the point of beginning.

Contains: 35,356 Sq. Ft. (0.81 Acres)

Parcel Tax ID No: 15-12-458-012-0000

Property Address: 232 West 1300 South, Salt Lake City, Utah 84115

**The Lucy Phase 3 Parcel**

Beginning at a point on the Westerly line of land conveyed to the Utah Transit Authority; said point being North 89°56'40" East, along the monument line, 752.49 feet and South 00°03'20" East, 205.31 feet from a Salt Lake City Survey Monument located at the intersection of 300 West Street and Lucy Avenue; said point also being South 00°09'42" East, 171.24 feet from the Northeast corner of Lot 1, Fox's Subdivision, Block 23, 5-Acre Plat "A"; and running thence South 00°09'42" East along said Westerly line, 74.69 feet to a point on the Northerly right of way line of 1300 South Street; thence along said Northerly right of way line the following two (2) calls: South 89°56'43" West, 273.61 feet; thence South 89°13'19" West, 30.89 feet; thence North 00°09'42" West, 75.37 feet; thence East 304.50 feet to the point of beginning. (aka Phase 3)

Contains: 22,794 Sq. Ft. (0.52 Acres)

Parcel Tax ID No: 15-12-458-016-0000

Property Address: 212 West 1300 South, Salt Lake City, UT 84115

**Exhibit "B"**  
**To**  
**Agreement**

**LEGAL DESCRIPTIONS OF EASEMENT PARCELS**

**The DD Management Easement Parcel**

The following real property located in Salt Lake County, Utah:

Beginning at a point on the southerly right of way line of Lucy Avenue; said point being North 89°56'40" East, along the monument line, 447.62 feet and South 00°03'20" East, 8.07 feet from a Salt Lake City Survey monument located at the intersection of 300 West Street and Lucy Avenue; said point also being North 00°09'42" West, 26.00 feet and South 89°56'40" West, 304.50 feet from the Northeast Corner of Lot 1, Fox's Subdivision, Block 23, Plat "A"; and running thence South 00°09'42" East, 272.31 feet to a point on the northerly right of way line of 1300 South Street; thence South 89°13'19" West, along said northerly right of way line, 13.50 feet; thence North 00°09'42" West, 272.48 feet to a point on the southerly right of way line of Lucy Avenue; thence North 89°56'40" East, along said southerly right of way line, 13.50 feet to the point of beginning.

**The CW Lucy Easement Parcel**

The following real property located in Salt Lake County, Utah:

Beginning at a point on the southerly right of way line of Lucy Avenue; said point being North 89°56'40" East, along the monument line, 447.62 feet and South 00°03'20" East, 8.07 feet from a Salt Lake City Survey monument located at the intersection of 300 West Street and Lucy Avenue; and running thence North 89°56'40" East, along said southerly right of way line, 12.00 feet; thence South 00°09'42" East, 196.95 feet; thence West, 12.00 feet; thence North 00°09'42" West, 196.94 feet to the point of beginning.

Contains: 2,363 Sq. Ft.

**The Ardmore Easement Parcel**

The following real property located in Salt Lake County, Utah:

Beginning at a point which is North 89°56'40" East, along the monument line, 447.99 feet and South 00°03'20" East, 205.01 feet from a Salt Lake City Survey monument located at the intersection of 300 West Street and Lucy Avenue; and running East, 12.00 feet; thence South 00°09'42" East, 75.21 feet to a point on the northerly right of way line of 1300 South Street; thence South 89°13'19" West, along said northerly right of way line, 12.00 feet; thence North 00°09'42" West, 75.37 feet to the point of beginning.

Contains: 904 Sq. Ft.



**Exhibit "C"**  
**To**  
**Agreement**

**DEPICTION OF OWNER PARCELS AND EASEMENT PARCELS**

HYDRANT

LUCY AVENUE

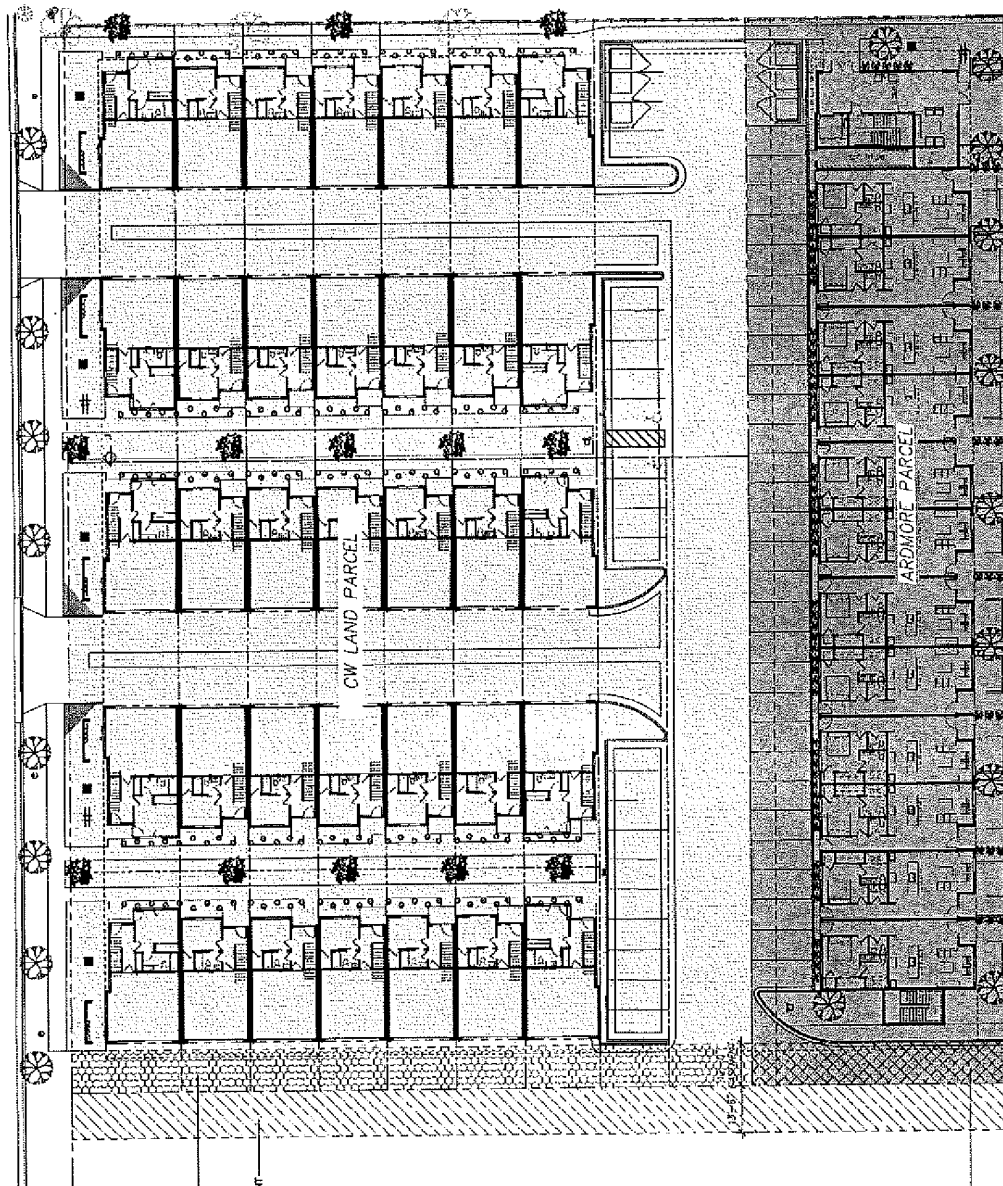
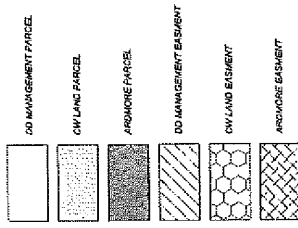


EXHIBIT KEY



UTA TRACKS

Exhibit "C" to Agreement  
Depiction of Owner Parcels and Easement Parcels

DD MANAGEMENT  
PARCEL

CW LAND  
EASEMENT

DD MANAGEMENT  
EASEMENT

ARDMORE  
EASEMENT

1300 SOUTH STREET