

When Recorded Return to:

Azure Place, LC
273 N. East Capitol Street
Salt Lake City, UT 84103

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MERIDIAN TITLE COMPANY
64 E WINCHESTER STSALT LAKE CITY, UT 841075600

CROSS ACCESS, USE AND MAINTENANCE EASEMENT AGREEMENT

THIS CROSS ACCESS, USE AND MAINTENANCE EASEMENT AGREEMENT (“**Agreement**”) is entered into this 28 day of April, 2022 (“**Effective Date**”), by and among RICHARD E. CARMAN and MARY JANE CARMAN, as joint tenants, and/or their successors or assigns (“**Carman**”), and Azure Place, LC a Utah Limited Liability Company (“**Azure**”) (each may also be referred to herein as a “**Party**” or collectively as the “**Parties**”).

RECITALS

WHEREAS, Carman is the owner of certain parcels of property located at 635 North 300 West, 633 North 300 West, and 628 N. Pugsley Street, Salt Lake City, Salt Lake County, Utah, as more particularly described on attached Exhibit “A” (“**Carman Property**”); and

WHEREAS, Azure is owner of certain property contiguous to the Carman Property as more particularly described on attached Exhibit “B” (“**Azure Property**”); and

WHEREAS, Carman desires to grant Azure an access easement for vehicular and pedestrian ingress and egress over the Carman Property, and Azure desires to grant Carman an access easement for vehicular and pedestrian ingress and egress over the Azure Property (the “Access Easements”), on the terms and conditions set forth in this Agreement; and

WHEREAS, the Access Easements are depicted on the **Site Plan** attached hereto as Exhibit “C”; and

WHEREAS, Carman and Azure desire to set forth their respective duties and obligations with respect to the use and maintenance of the Carman Property and the Azure Property, as such properties relate to the Access Easement; and

WHEREAS, Carman and Azure intend to maintain their own respective properties and pay their own maintenance costs of the Carman Property and the Azure Property;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carman and Azure agree as follows:

1. Cross Access Easements.

a. Carman hereby grants Azure, its home buyers and their invitees and guests a non-exclusive easement for the ingress, egress and access of vehicular and pedestrian traffic over and across the Carman Property, which easement is shown on the attached Site Plan and is more particularly described on Exhibit "D" attached hereto (the "**Carman Property Easement**"); provided, however, that Carman may, from time to time temporarily block or restrict the easement granted herein for a period not to exceed 48 continuous hours as may be reasonably necessary for maintenance, repair and/or construction purposes on the Carman Property. Other than such temporary blockages and restrictions, no barriers shall be placed between the Carman Property Easement and the Azure Property Easement.

b. Azure hereby grants Carman, its invitees and guests a non-exclusive easement for the ingress, egress and access of vehicular and pedestrian traffic over and across the Azure Property, which easement is shown on the attached Site Plan and is more particularly described on Exhibit "E" attached hereto (the "**Azure Property Easement**"); provided, however, that Azure may, from time to time temporarily block or restrict the easement granted herein for a period not to exceed 48 continuous hours as may be reasonably necessary for maintenance, repair and/or construction purposes on the Azure Property. Other than such temporary blockages and restrictions, no barriers shall be placed between the Carman Property Easement and the Azure Property Easement.

2. Maintenance of Easements and Improvements.

a. The Parties agree that the improvements to the Carman Property Easement and the Azure Property Easement shall be maintained by the respective owners of their properties. All such maintenance and maintenance costs shall be paid by each respective property owner. It is the desire of the Parties that the Parties shall each be obligated to maintain the improvements in a manner which shall preserve the functionality and appearance of the improvements that will be consistent with the ordinances of Salt Lake City which regulate adjacent public streets.

b. In the event a Party or its successors fails to maintain their respective easement as set forth above and if such failure continues for a period of thirty (30) days after written notice thereof, the other Party may, at their option, undertake the maintenance of such matters described in the written notice. In the event of an emergency, a Party may immediately maintain the other Party's respective easement after making reasonable efforts to provide notice thereof to the other Party. In said situation, the Party may seek reimbursement of the maintenance costs from the other Party through either mediation or other legal means available to the effected Party.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Carman Property Easement or the Azure Property Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the easement areas herein affected,

or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of Carman and Azure. Notwithstanding any other provisions herein to the contrary, the Parties may periodically restrict ingress and egress from the Carman Property Easement and the Azure Property Easement in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the Parties.

4. Indemnification. The Parties hereto agree to defend, indemnify and hold harmless each other from and against all claims, losses, demands, expenses and causes of action which may hereafter arise out of or relate to actions or omissions by the other Party, its managers, trustees, agents, contractors, subcontractors, employees, customers, guests and invitees at any time in connection with easements granted herein.

5. Insurance. The Parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the Parties, but at least \$100,000 each occurrence and \$100,000 aggregate.

6. Miscellaneous.

- a. Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, and shall be covenants running with the land.
- b. Entire Agreement. This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect.
- c. Duration. The easements, rights and privileges created hereby shall continue indefinitely
- d. No Other Relationship. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government.
- e. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.
- f. Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability

of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.


- g. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.
- h. Successors. This Agreement shall be binding upon the heirs, successors and assigns of the Parties.
- i. Attorneys' Fees. The Parties agree that in case of default of the obligations and duties set forth herein, the non-defaulting Party shall be entitled to all costs and fees incurred to enforce the same, including attorneys' fees.
- j. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party also agrees that this Agreement and the transactions contemplated hereby may be entered into electronically and that any electronic signature, whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, an electronic signature means any electronic symbol, designation, or process attached to or logically associated with a record, contract, document, or instrument and adopted by a Party with the intent to sign such record, contract, document, or instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

AZURE:

Azure Place, LC,
a Utah limited liability company

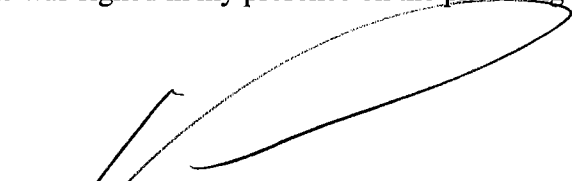


By: Bryson Garbett
Its: Manager

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On the 28 day of April, 2022 personally appeared Bryson Garbett, as Manager of Azure Place, LC, a Utah limited liability company, who duly acknowledged that the foregoing was executed by authority, and who proved to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document..

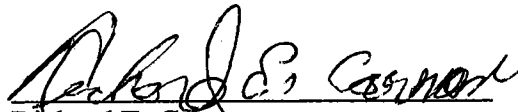





Notary Public

CARMAN:

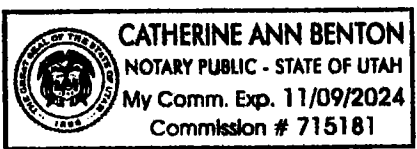
Richard E. Carman and Mary Jane Carman, as Joint Tenants



Richard E. Carman


Mary Jane Carman

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

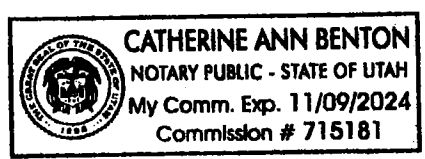
On the 26th day of April, 2022 personally appeared Richard E. Carman, proven to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document.




Notary Public

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On the 26th day of April, 2022 personally appeared Mary Jane Carman, proven to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document.





Notary Public

EXHIBIT "A"
Legal Descriptions – Carman Property

The following properties located in Salt Lake County, Utah

635 North 300 West

Parcel No. 08-36-201-022

Commencing 56 feet South from the Northeast corner of Lot 1, Block 138, Plat "A", Salt Lake City Survey, and running thence West 165 feet; thence South 34.75 feet; thence East 165 feet; thence North 34.75 feet to the point of beginning.

633 North 300 West

Parcel No. 08-36-201-016

Commencing 5.5 rods South from Northeast corner of Lot 1 Block 138, Plat "A", Salt Lake City Survey, and running thence South 1.5 Rods; West 10 Rods; North 1.5 Rods; East 10 Rods to place of beginning.

628 N. Pugsley Street

Parcel No. 08-36-201-027

Beginning at a point which is North 00°03'38" West 251.05 feet, more or less, from the Southeast Corner of Lot 2, Block 138, Plat "A" Salt Lake City Survey, and running thence North 89°58'45" West 45.94 feet; thence North 01°52'41" West 39.66 feet; thence South 89°58'49" East 47.19, feet more or less; thence South 00°03'38" East 39.64 feet, more or less, to the point of beginning.

Parcel No. 08-36-201-005

COMMENCING at a point 211.1 feet North of the Southeast corner of Lot 2, Block 138, Plat "A" Salt Lake City Survey, and running thence North 39.6 feet; thence West 10 rods; thence South 39.6 feet; thence East 10 rods, to the place of BEGINNING.

SUBJECT TO a right of way over the West 12.375 feet thereof, and together with a right of way over the following property: Commencing at the Northwest corner of said Lot 2, and running thence West 1.25 rods; thence South 20 rods; thence East 2 rods; thence North 8 rods; thence West 3/4 rods; thence North 12 rods, to the place of BEGINNING.

EXHIBIT "B"
Legal Description – Azure Property

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 05°15'27" EAST 2751.63 FEET FROM THE CENTER OF SECTION MONUMENT, SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET, SAID POINT LYING SOUTH 00°01'20" EAST 299.45 FEET ALONG THE MONUMENT LINE AND SOUTH 89°58'40" WEST 63.71' FROM THE STREET MONUMENT FOUND AT THE INTERSECTION OF 700 NORTH STREET AND 300 WEST STREET; AND TRAVERSING THENCE SOUTH 00°03'38" EAST 155.10 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 89°58'47" WEST 165.23 FEET; THENCE NORTH 00°03'38" WEST 16.36 FEET; THENCE NORTH 89°58'47" WEST 47.20 FEET; THENCE NORTH 02°55'36" WEST 39.69 FEET; THENCE NORTH 89°58'47" WEST 99.51 FEET; THENCE NORTH 00°03'27" WEST 99.09 FEET; THENCE SOUTH 89°58'56" EAST 313.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.970 ACRES OR 42,272 SQ. FT., MORE OR LESS.

PARCEL #'s 08-36-201-012, 08-36-201-002, 08-36-201-013, 08-36-201-025

EXHIBIT "C"

Site Plan – Carman Property and Azure Property Joint Use Improvements and Easements

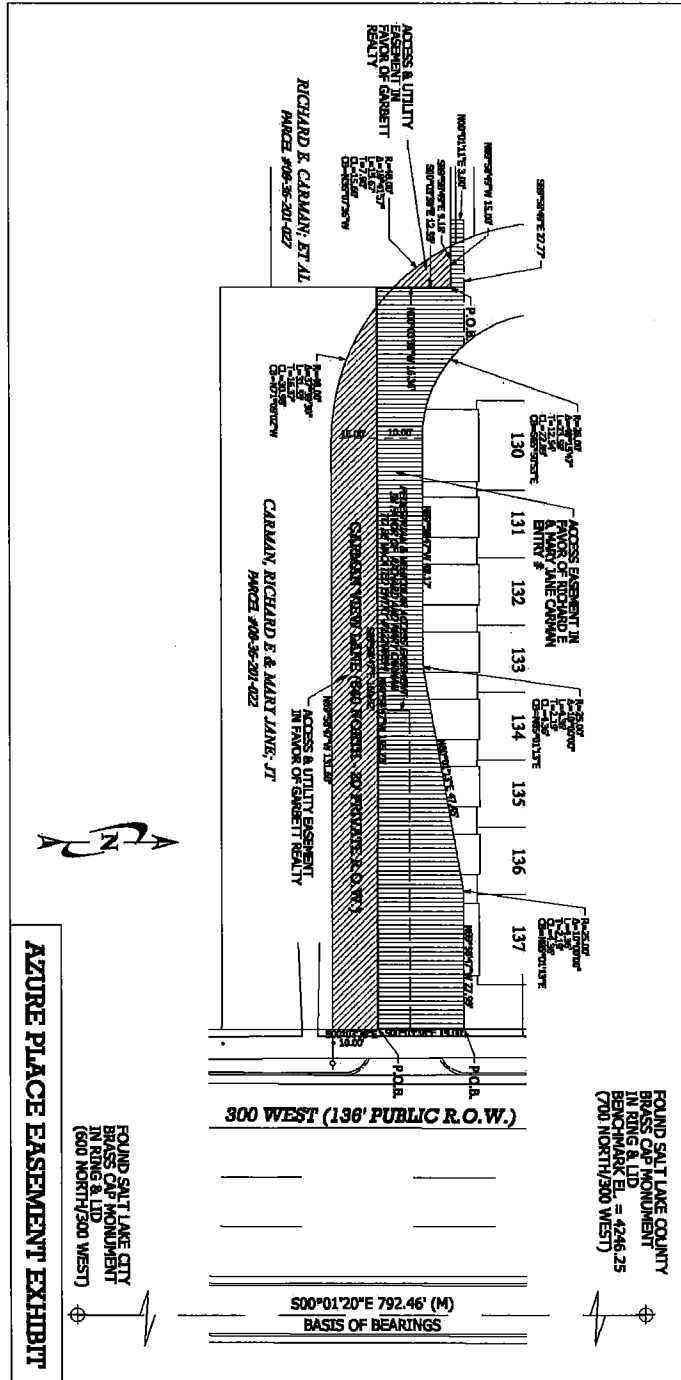


EXHIBIT "D"
Legal Description of Carman Property Easement
(Granted by Carman to Azure)

Portion of Easement Crossing Parcel #08-36-201-022

COMMENCING AT A POINT WHICH LIES SOUTH 04°58'50" EAST 2906.13 FEET FROM THE CENTER OF SECTION MONUMENT, SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET (US-89), SAID POINT ALSO LIES SOUTH 00°01'20" EAST 454.56 FEET ALONG THE MONUMENT LINE AND SOUTH 89°58'40" WEST 63.61 FEET FROM THE SALT LAKE COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 300 WEST AND 700 NORTH STREETS; AND TRAVERSING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 00°03'38" EAST 10.00 FEET; THENCE NORTH 89°58'47" WEST; 131.60 FEET; THENCE ALONG AN ARC 31.55 FEET TO THE RIGHT, HAVING A RADIUS OF 48.00 FEET, THE CHORD OF WHICH BEARS NORTH 71°09'02" WEST 30.98 FEET; THENCE SOUTH 89°58'47" EAST 160.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,516 SQ. FT., MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED EASEMENT IS SOUTH 00°01'20" EAST 792.46 FEET BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 700 NORTH/300 WEST AND THE SALT LAKE CITY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 600 NORTH/300 WEST.

Portion of Easement Crossing Parcel #08-36-201-027

COMMENCING AT A POINT WHICH LIES SOUTH 01°43'56" EAST 2880.05 FEET FROM THE CENTER OF SECTION MONUMENT, SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LIES SOUTH 00°01'20" EAST 438.07 FEET ALONG THE MONUMENT LINE AND SOUTH 89°58'40" WEST 228.85 FEET FROM THE SALT LAKE COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 300 WEST AND 700 NORTH STREETS; AND TRAVERSING THENCE SOUTH 00°03'38" EAST 12.59 FEET; THENCE ALONG A NON-TANGENT ARC 15.67 FEET TO THE RIGHT, HAVING A RADIUS OF 48.00 FEET, THE CHORD OF WHICH BEARS NORTH 36°07'36" WEST 15.60 FEET, THENCE SOUTH 89°58'49" EAST OF 9.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 64 SQ. FT., MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED EASEMENT IS SOUTH 00°01'20" EAST 792.46 FEET BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 700 NORTH/300 WEST AND THE SALT LAKE CITY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 600 NORTH/300 WEST.

EXHIBIT "E"
Legal Description of Azure Property Easement
(Granted by Azure to Carman)

Portion of Easement Crossing Parcel #08-36-201-025

COMMENCING AT A POINT WHICH LIES SOUTH 05°00'46" EAST 2887.20 FEET FROM THE CENTER OF SECTION MONUMENT, SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET (US-89), SAID POINT ALSO LIES SOUTH 00°01'20" EAST 435.56 FEET ALONG THE MONUMENT LINE AND SOUTH 89°58'40" WEST 63.61 FEET FROM THE SALT LAKE COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 300 WEST AND 700 NORTH STREETS; AND TRAVERSING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 00°03'38" EAST 19.00 FEET; THENCE NORTH 89°58'47" WEST 165.23 FEET; THENCE NORTH 00°03'38" WEST 16.36 FEET; THENCE NORTH 89°58'49" WEST 15.00 FEET; THENCE NORTH 00°01'11" EAST 3.00 FEET; THENCE SOUTH 89°58'49" EAST 27.77 FEET; THENCE ALONG A NON-TANGENT ARC 23.59 FEET TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, THE CHORD OF WHICH BEARS SOUTH 65°50'53" EAST 22.89 FEET; THENCE SOUTH 89°58'47" EAST 48.17 FEET; THENCE ALONG AN ARC 4.36 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 85° 01'13" EAST 4.36 FEET; THENCE NORTH 80°01'13" EAST 47.45 FEET; THENCE ALONG AN ARC 4.36 FEET TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 85°01'13" EAST 4.36 FEET; THENCE NORTH 89°58'47" EAST 27.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,378 SQ. FT., MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED EASEMENT IS SOUTH 00°01'20" EAST 792.46 FEET BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 700 NORTH/300 WEST AND THE SALT LAKE CITY BRASS CAP MONUMENT LOCATED AT THE INTERSECTION OF 600 NORTH/300 WEST.