

14156966 B: 11447 P: 1971 Total Pages: 4
09/27/2023 10:43 AM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MAXWELL & MORGAN, PC
4854 EAST BASELINE ROAD, SUITEMESA, AZ 85206

AFTER RECORDING RETURN TO:

Return To:
The Lucy Homeowners Association
c/o Josh Kushner
230 W 1300 S Street, #22
Salt Lake City, UT 84115

AFFECTING TAX PARCEL NUMBERS: 15-12-458-008; 15-12-458-012; 15-12-458-013; 15-12-458-016

SECOND AMENDMENT TO RECIPROCAL CROSS ACCESS AGREEMENT

THIS SECOND AMENDMENT TO RECIPROCAL CROSS ACCESS AGREEMENT (the "Second Amendment") is made and entered into this 12th day of September 2023, by and between The Lucy Homeowners Association, a Utah nonprofit corporation ("LUCY HOA"); and COLONY B, LLC, a Utah limited liability company ("Colony B").

RECITALS

WHEREAS, the Parties entered into that certain Reciprocal Cross Access Agreement dated January 21, 2020, and recorded with the Salt Lake County Recorder's Office on January 22, 2020, as Entry No. 13175018 (the "Easement Agreement" or "Agreement").

WHEREAS, the Easement Agreement was amended by that document entitled Amendment to Reciprocal Cross Access Agreement dated March 24, 2023, and recorded with the Salt Lake County Recorder's Office on April 17, 2023, as Entry No. 14094529 (the "First Amendment"). All capitalized terms not otherwise defined herein shall have the meanings given them respectively in the Agreement and the First Amendment.

WHEREAS, the Parties are successor owners of the respective parcels of real property described in the Agreement.

WHEREAS, the Parties desire to further amend the Easement Agreement in order to clarify cost sharing terms and to confirm that LUCY HOA has no objection to allowing Colony B to enforce parking restrictions on the Ardmore Parking Easement Areas.

AGREEMENT

1. Cost Sharing. Section 7 of the Agreement is amended by deleting the last sentence of Section 7 and replacing it with the following: "The cost of garbage collection and disposal are

considered part of the Easement Maintenance Costs, and are subject to the same reimbursement obligations of the "Proportionate Share" of such costs as set forth in Section 10 of the Agreement."

2. Parking Enforcement. Section 3 of the Agreement is amended by adding the following to the end of Section 3: "In light of the exclusive and perpetual nature of the easement for the Ardmore Off-Site Parking Stalls, the Parties agree that all rights, responsibilities and liabilities associated with enforcement of parking (including posting of proper signage) as it pertains to the Ardmore Off-Site Parking Stalls within the Ardmore Parking Easement Areas are included in the granting of the Ardmore Parking Easement. In the event Colony B, as successor to Ardmore, uses vehicle removal as a form of enforcement, Colony B agrees to do so lawfully and in compliance with any regulations governing vehicle removal, including but not limited to the requirements contained in U.C.A. § 72-9-603. Colony B and its successors and assigns agree to indemnify and hold harmless LUCY HOA and its successors and assigns from any claims of vehicular damage and personal injury arising from Colony B's parking enforcement within the Ardmore Parking Easement Areas.

3. Continuing Effect; Counterparts. Except as specifically amended herein, the terms of the Agreement and the First Amendment remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement or First Amendment, this Second Amendment shall control. This Second Amendment may be executed in several counterparts each of which shall be an original, but all such counterparts shall constitute one such Second Amendment. A signed counterpart of this Second Amendment delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed counterpart of this Second Amendment.

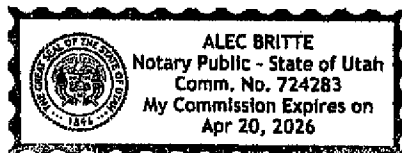
[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

THE LUCY HOMEOWNERS ASSOCIATION
a Utah nonprofit corporation

By: Josh Kushner
Josh Kushner
Its: President

State of Utah)
)ss:
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of SEPTEMBER, 2023, Josh Kushner, the President of The Lucy Homeowners Association, a Utah nonprofit corporation.



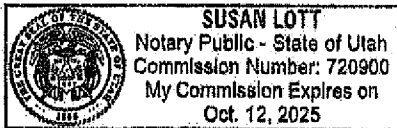
Alec Britte
Notary Public

COLONY B, LLC, A Utah limited liability company

By: [Signature]
Name: Josh Runhaar
Its: Manager

State of Utah)
)ss:
County of Cache)

The foregoing instrument was acknowledged before me this 14 day of sep., 2023, Josh Runhaar, the Manager of Colony B, LLC a Utah limited liability company.



[Signature]
Notary Public