

WHEN RECORDED RETURN TO:

Justin Lang
2134 E Phasant Way
Holladay, UT 84124

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is entered into by and between Phillip J. Baum, Trustee, or their successors in trust as Trustees of the Phillip J. Baum and Donna C. Baum Revocable Trust under agreement dated October 25, 2007 and Company Property Development, Inc ("Baum") and Chestnut Place Homeowners Association ("Chestnut"). Baum and Chestnut may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

A. Baum owns certain real property located in Murray City, Salt Lake County, Utah, more particularly described as ("Baum property"):

Parcel 1: [21-11-481-010]

Beginning North 109.131 feet and West 1401.761 feet and North 8°30" West 120.66 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Meridian; thence North 6°36'02" West 50 feet; thence South 86°38'16" East 669.4 feet; thence North 88° West 666 feet; thence Southeasterly 33.79 feet, more or less, to the point of beginning.

Parcel 2: [21-11-481-011]

Beginning at a point North 198.00 feet and West 504.90 feet and North 34° West 24.47 feet and North 88° West 354.845 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and meridian, and running thence South 154.621 feet to the North right of way line of Highway U.S. 0132-5, said point being on the arc of a 2764.8 foot radius curve the center of which bears North 7°36'28" West; thence Westerly along the arc of said curve to the right 190.65 feet through a central angle of 3°57'03" to a fence line; thence North 81° West 326.036 feet, more or less, to the Southwest corner of that certain property deeded to Jess A. Wissler and Alice L. Wissler in the certain Warranty Deed, dated January 2, 1969, as Entry No. 1969988, in Book 2139, at Page 358, of official records; thence North 8°30' West 154 feet, more or less, to the Northwest corner of said Jess A. Wissler and Alice L. Wissler property; thence South 88° East 528.755 feet, more or less, to the point of beginning.

Together with at 16 foot Right of Way, the South line being described as follows:

Beginning at a point North 198.0 feet; thence West 504.90 feet; thence North 34° West 24.42 feet; thence North 86°49'33" West along a fence 222.310 feet; thence North 87°12'02" West along a fence line 136.535 feet; thence South 154.621 feet to the North right of way line of Highway U.S. 0132-5, from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and

running thence Northeasterly along the Northerly right of way line of said Highway to a point of intersection with the South line of an existing County Road.

Less and Excepting the following 2 tracts of land noted as Parcels A and B:

A. Beginning at the Southeast corner of Lot 309, Majestic Village Subdivision, Plat "C", according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, thence South 3°21'44" West 15.857 feet; thence North 86°38'16" West 531.73 feet, more or less, thence South 6°36'02" East 50 feet; thence North 29° West 66.81 feet, more or less, thence South 86°38'18" East 558.773 feet to the point of beginning.

B. Beginning North 109.131 feet and West 1401.761 feet and North 8°30' West 120.66 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Meridian, thence North 6°36'02" West 50 feet; thence South 86°38'16" East 669.4 feet; thence North 88° West 666 feet; thence Southeasterly 33.79 feet, more or less, to the point of beginning.

Parcel 3: [21-11-481-012]

Commencing 198 feet North and 504.9 feet West and North 34° West 24.47 feet and North 88° West 354.845 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 154.621 feet; thence Easterly 140 feet, more or less, thence Northeasterly 150 feet, more or less, thence North 34° West 0.37 chains; thence North 88° West 364.845 feet to the point of beginning.

Tax Parcel No. 40-549-0404

B. Chestnut owns certain real property located in Murray City, Salt Lake County, Utah, more particularly described as ("Chestnut"):

BEGINNING SOUTH 89°50'11" WEST 2021.63 FEET & NORTH 683.352 FEET FROM SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; SOUTH 1°15' WEST 432.99 FEET; SOUTH 12°02' WEST 35 FEET; SOUTH 81° EAST 5.068 FEET; SOUTH 12°10'20" WEST 157.864 FEET; NORTH 89°45' 11" EAST 604.948 FEET; NORTH 66°49'57" EAST 113.474 FEET; NORTH 81° WEST 41.475 FEET; NORTH 8°30' WEST 120.66 FEET; NORTH 29° WEST 552.493 FEET; WESTERLY ALONG CURVE TO RIGHT 14.971 FEET; SOUTH 84°49'56" WEST 294.638 FT; WESTERLY ALONG CURVE TO LEFT 29.917 FEET TO BEGINNING.

Tax Parcel No. 21-11-459-028

C. The Parties desire to enter into this Agreement to establish an exclusive, easement (the "Easement") on, over, and across the (the "Easement Area") for the benefit of all the Properties, specifically granting Baum a right to use the Private Access, and to set forth the terms

and conditions for maintenance of the Private Access, as more fully set forth in this Agreement. Easement area located in Murray City, Salt Lake County, UT more particularly described as:

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MURRAY CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; AND RUNNING THENCE SOUTH 89°48'57" WEST 1394.68 FEET ALONG THE SECTION LINE; AND NORTH 0°11'03" WEST 91.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 8°30'00" WEST 22.82 FEET;
THENCE SOUTH 81°00'00" EAST 41.48 FEET;
THENCE SOUTH 66°49'57" WEST 40.89 FEET TO THE POINT OF BEGINNING.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the Parties agree as follows:

1. **Grant of Easement.** Chestnut does hereby grant and convey to Baum, and each of their respective successors, assigns, invitees, licensees, guests, tenants, agents, employees, consultants, contractors and subcontractors (collectively, "Agents") an exclusive, reciprocal easement on, over and across the Easement Area for the purposes of: (i) providing vehicular and pedestrian ingress and egress to the Properties, and (ii) operating, using, maintaining, repairing, and replacing the Private Access. The Easement granted herein shall not merge with or terminate upon any common ownership of any of the Properties.

2. **Access.** Baum shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Baum will enter upon the Easement Area from existing roads. Baum shall enter upon the Easement Area at their sole risk and hazard, and each Party and its successors and assigns, hereby release the other Parties from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by the releasing Party and its Agents.

3. **Reservation.** Each Party hereby reserves the right to use the Easement Area for any use not inconsistent with the other Parties' permitted use of the Easement Area, provided, however, each Party expressly agrees that it shall not grant other third parties the right to use all or any portion of the Easement Area.

4. **Maintenance Obligations.** Baum shall bear the cost for the maintenance and repair of the Private Access. Notwithstanding the prior statement, Baum shall be solely responsible for the costs and expenses of repairing any damage caused to the Private Access directly attributed to said Party and/or its Agents. The maintenance of the Private Access shall be in accordance with all laws, rules, and ordinances respecting the same. Maintenance of the Private Access shall include, but not be limited to, the following:

(a) Maintaining all asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall be in all respects equal in quality, use and durability; and

(b) Keeping the Private Access clear of all snow and ice.

5. **Liens.** The Parties shall keep the Private Access free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under the respective Party, and shall indemnify, hold harmless and agree to defend the other Parties from any liens that may be placed on the other Parties' Properties pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under the respective Party or any of its Agents.

6. **Enforcement; Attorney's Fees.** Each Party shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Agreement. The Party prevailing in any such action shall be entitled to collect from the non-prevailing Party, the reasonable costs and expenses, including, without limitation, reasonable attorney's fees, the prevailing Party incurs prosecuting or defending such action. Failure by a Party to enforce any covenant or restriction contained in this Agreement shall not be deemed a waiver of the right to do so thereafter.

7. **No Public Use/Dedication.** The Easement Area is and shall at all times remain the private property of the Parties. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein. Neither Party, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

8. **Miscellaneous.** No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties hereto and shall run with the land. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. 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.

the Phillip J. Baum and Donna C. Baum Company Property
Revocable Trust under agreement dated October Development, Inc

25, 2007

By:

Phillip J. Baum, Trustee

By:

Michael Hatch, Director

Justin Lang

Chestnut Place Homeowners Association

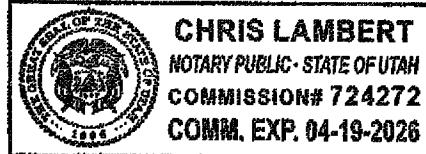
By:

Carole Petry, President

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

Subscribed and sworn to before me by Phillip J. Baum, Trustee of the Phillip J. Baum and Donna C. Baum Revocable Trust under agreement dated October 25, 2007 on this 6th day of October, 2024.

2025

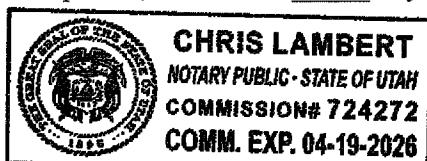


Notary Public

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

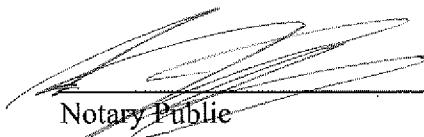
Subscribed and sworn to before me by Michael Hatch, as Director of Company Property Development, Inc on this 17 day of October, 2024.

Justin Lang
January 17, 2025


Notary Public

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

Subscribed and sworn to before me by Carole Petry the President of Chestnut Place Homeowners Association on this 15 day of October, 2024.


Notary Public