

12981309
05/03/2019 02:42 PM \$22.00
Book - 10777 Pg - 1282-1288
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
JOHN R BARLOW
MITCHELL BARLOW & MANSFIELD, P
NINE EXCHANGE PLACE STE 600
SALT LAKE CITY UT 84111
BY: EAP, DEPUTY - WI 7 P.

When recorded, return to:

John R. Barlow
Mitchell Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

Affecting Parcel Nos. 1512276029000
1512276028000

(space above for Recorders use only)

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and executed this 22 day of April, 2019 (the "**Effective Date**"), by and between OZ1 Opportunity Fund, LLC, a Utah Limited Liability Company, having an address of 1810 W. 700 North, Suite 200, Lindon, UT 84042 ("**OZ1**"), and OZ2 Opportunity Fund, LLC, a Utah Limited Liability Company, 1810 W 700 North, Suite 200, Lindon UT 84042 ("**OZ2**"). OZ1 and OZ2 are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**."

RECITALS

A. OZ1 is the owner of certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**Parcel 1**").

B. OZ2 is the owner of certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference ("**Parcel 2**").

C. OZ1 and OZ2 desire to grant to each other a perpetual easement on, over, upon and across a portion of each of Parcel 1 and Parcel 2 for purposes of ingress, egress, maintenance, and for any other uses expressly contemplated by this Agreement.

D. OZ1 and OZ2 agree that the easements contemplated and granted herein are more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the "**Easement Areas**").

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Cross Access Easements. OZ1 and OZ2 hereby grant and convey to each other and their respective successors and assigns, as easements appurtenant to Parcel 1 and Parcel 2, perpetual, non-exclusive, mutual cross access easements for ingress, egress, and maintenance of the areas defined in the Easement Areas.

2. Maintenance. OZ1 and OZ2 agree that they and their respective successors and assigns each shall be responsible for all reasonable maintenance and upkeep of that portion of the Easement Areas located directly on their respective parcels. OZ1 and OZ2 and their respective successors and assigns shall be responsible for fifty percent (50%) of all costs and expenses incurred for any maintenance of the Easement Areas required by Salt Lake City, Utah or other governmental authorities with proper jurisdiction over the Easement Areas, Parcel 1 or Parcel 2.

3. Covenants Running with the Land. The covenants, conditions, restrictions, easements, and the other provisions of this Agreement shall run with the land, be appurtenant to each portion of Parcel 1 and Parcel 2, and be binding upon the Parties and all successors in title to any portion of Parcel 1 or Parcel 2.

4. Miscellaneous.

4.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between OZ1 and OZ2.

4.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.


4.3. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

4.4. Rights and Remedies. The rights and remedies of the Parties described herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement does not preclude the exercise of any other provisions. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder will be enforceable in equity as well as at law or otherwise.

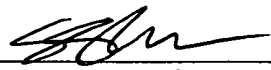
4.5. Authorization. Each individual executing this Agreement represents and warrants that he/she is authorized to do so either as an agent of the governing body of the Party for which he/she signs or in his/her individual capacity, and delivers this Agreement in such capacity and that as a result of his/her signature, this Agreement is binding upon the Party for which he/she signs or upon such individual in his/her own capacity.

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

OZ2 OPPORTUNITY FUND, LLC
a Utah limited liability company

By: 
Name: Steve Ruff
Title: Manager

OZ1 OPPORTUNITY FUND, LLC,
a Utah limited liability company,

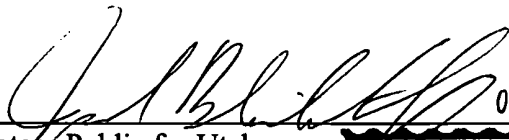
By: 
Name: Scott Campbell
Title: Manager

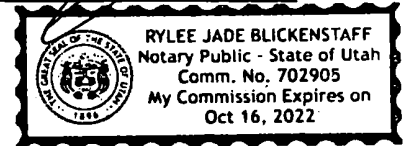
[acknowledgment page follows]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 22 day of April, 2019 personally appeared before me SCOTT Chappell, personally known to me to be authorized of OZ1 OPPORTUNITY FUND, LLC, a Utah Limited Liability Company, who acknowledged before me that he/she signed the foregoing instrument as authorized for OZ1 OPPORTUNITY FUND, LLC, and stated that he/she was authorized to execute said instrument on behalf of said limited liability company and that the company executed the same.

WITNESS my hand and official seal.


Notary Public for Utah



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 22 day of April, 2019 personally appeared before me Steven R. Ruf, personally known to me to be authorized of OZ2 OPPORTUNITY FUND, LLC, a Utah Limited Liability Company, who acknowledged before me that he/she signed the foregoing instrument as authorized for the OZ2 OPPORTUNITY FUND, LLC, and stated that he/she was authorized to execute said instrument on behalf of said limited liability company and that the company executed the same.

WITNESS my hand and official seal.

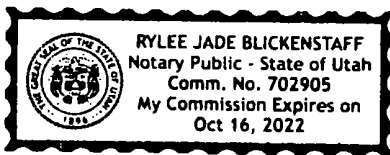
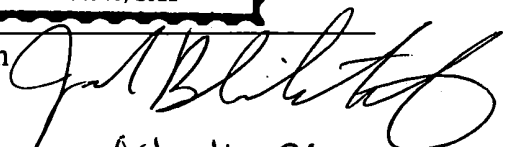

Notary Public for Utah 
Oct. 16, 2022

EXHIBIT A

(Parcel 1)

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

Parcel municipally described as 844 South West Temple, Salt Lake City, Utah 84108; more particularly described as the south 31 feet of Lot 32 and all of Lot 33, Block 1, Walkers Sub of Block 5 Plat A Salt Lake City Survey. Parcel no. 15122760280000.

EXHIBIT B

(Parcel 2)

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

Parcel municipally described as 850 South West Temple, Salt Lake City, Utah 84108; more particularly described as all of Lot 34 and north one foot of Lot 35, Block 1, Walkers Sub of Block 6 Plat A Salt Lake City Survey. Parcel no. 15122760290000

EXHIBIT C

(Easement Areas)

A PUBLIC ACCESS AND DRAINAGE EASEMENT LOCATED IN LOTS 32, 33, 34 and 35 OF BLOCK 5, WALKERS SUBDIVISION, RECORDED IN BOOK "A" OF PLATS AT PAGE 4 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT THE COMMON EAST CORNER OF SAID LOTS 33 AND 34, AND RUNNING THENCE SOUTH $0^{\circ}03'31''$ EAST ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 5.00 FEET; THENCE SOUTH $89^{\circ}56'29''$ WEST 128.02 FEET; THENCE SOUTH $0^{\circ}03'35''$ EAST 29.02 FEET; THENCE SOUTH $89^{\circ}56'27''$ WEST 3.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 35; THENCE NORTH $0^{\circ}02'41''$ WEST ALONG THE WEST LINE OF SAID LOTS 32, 33, 34 AND 35 A DISTANCE OF 98.05 FEET; THENCE NORTH $89^{\circ}56'30''$ EAST 3.18 FEET; THENCE SOUTH $0^{\circ}03'38''$ EAST 59.02 FEET; THENCE NORTH $89^{\circ}56'29''$ EAST 128.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 33; THENCE SOUTH $0^{\circ}03'31''$ EAST ALONG SAID EAST LINE 5.00 FEET TO THE POINT OF BEGINNING

