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Book - 11053 Pg - 7813-7823
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

When Recorded, Mail To:

CW THE ABBIE, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Tax Parcel Nos.: See Exhibit C

16-18-301-009 & 16-18-301-008

(Space Above for Recorder's Use Only)

CT-125833-CAF

**VACATION OF EXISTING RIGHT OF WAY AGREEMENTS
AND
ESTABLISHMENT OF CROSS-ACCESS EASEMENT AGREEMENT**

THIS VACATION OF EXISTING RIGHT OF WAY AGREEMENTS AND ESTABLISHMENT OF CROSS-ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the 5th day of October, 2020 (the “**Effective Date**”), by and between CW THE ABBIE, LLC, a Utah limited liability company (“**CW Abbie**” or “**South Owner**”), SUNSET TOWERS-MAIN STREET L.C., a Utah limited liability company (“**Sunset Towers**”), and WINDSONG HOLDINGS LLC, a Utah limited liability company (“**Windsong**” and together with Sunset Towers the “**North Owners**”). The Parties may be referred to herein collectively as “**Parties**” or, individually, each a “**Party**”.

RECITALS

A. South Owner is the fee simple owner of that certain parcel of real property located in Salt Lake County, State of Utah, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**South Property**”).

B. North Owners are the fee simple owners of that certain parcel of real property located in Salt Lake County, State of Utah, as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (“**North Property**”).

C. The Parties desire to (i) vacate two (2) existing right of way agreements currently encumbering both the South Property and the North Property and (ii) grant a permanent, reciprocal, non-exclusive cross-access easement agreement over those portions of each Party’s property as more particularly described on **Exhibit “C”** attached hereto and incorporated herein by this reference (“**Easement Property**”).

D. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Property.

NOW, THEREFORE, for and in consideration of an agreed upon amount between the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Vacation of Existing Right of Way Agreements. The Parties hereby agree that the following Right of Way Agreements that currently encumber both the South Property and the North Property shall be terminated, become null and void, and neither Party shall have any rights, duties, or obligations as set forth in the Right of Way Agreements (defined below):

a. That certain *Right of Way Quit-Claim Deed* recorded in the office of the Salt Lake County Recorder as Entry No. 6724595 in Book 7743 at Page 0822 (“**ROW A**”), and

b. That certain *Right of Way Agreement* recorded in the office of the Salt Lake County Recorder as Entry No. 6862320 in Book 7878 at Page 2033 (“**ROW B**” and together with ROW A the “**Right of Way Agreements**”).

3. Grant of Easement. The Parties hereby give, grant, and convey, unto each other, their successors, assigns, tenants, permitted guests and invitees, or other similarly titled third-party a permanent, reciprocal, cross-access easement agreement (the “**Easement**”) on, under, across, or over the Easement Property for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein. The Easement does not include the right to enter the other Party’s property without the prior written permission by landowning Party, which permission may be withheld without reason.

4. Purpose of Easement. Grant a permanent reciprocal non-exclusive cross-access easement over, on, upon, and across the Easement Property for the benefit of each Party, their successors, assigns, tenants, permitted guests and invitees, or other similarly titled third-party. The Easement is established for the purpose of vehicular and pedestrian ingress and egress to provide, without limitation, access to residential dwellings on both the South Property and North Property and for associated maintenance responsibilities. Additionally, the Easement Property will be used by a garbage collection vehicle to access the South Property dumpsters on the Eastern edge of the Easement Property. The Easement Property may also be used by emergency service vehicles and personnel for public services, emergencies, fires, or similar services. The Parties hereby expressly acknowledge that the South Owner intends to construct multi-family dwellings on the South Property which will include garages for each unit abutting the Easement Property. As such, the Parties expressly agree that parking within the Easement Property is prohibited.

5. Maintenance of the Easement Property. South Owner shall maintain and repair the Easement Property in such a condition that it remains accessible to vehicles and pedestrian for ingress and egress purposes. South Owner shall have the sole authority, in its sole and absolute discretion, to select and hire third-parties to perform routine maintenance, repairs, and upgrades to

the Easement Property. In the event North Owners or their successors, assigns, tenants, permitted guests and invitees, or other similarly title third-party directly or indirectly cause damage to the Easement Property beyond reasonable wear and tear, North Owners hereby expressly agree to be liable and pay for all costs associated with repairing the Easement Property to a substantially similar condition as existed before the damage occurred.

6. Rights of The Parties. The Parties shall have the right to use the Easement Property for the purposes set forth herein. Neither Party shall interfere with the purpose as stated in Section 4.

7. Non-Exclusive Easement. The Easement granted herein is non-exclusive, and each Party reserves unto itself, its successors and assigns, tenants, permitted guests and invitees, or other similarly title third-party, the right to use, pass and repass over and upon the Easement Property in any manner that is consistent with the purpose of the Easement granted herein.

8. SIGNING AUTHORITY. THE INDIVIDUALS SIGNING BELOW HEREBY EXPRESSLY REPRESENT AND WARRANT THAT HE/SHE HAS THE LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF HIS/HER RESPECTIVE ENTITY, AND THAT SUCH BINDING AUTHORITY HAS BEEN GRANTED BY PROPER ORDER, RESOLUTION, ORDINANCE, OR OTHER AUTHORIZATION REQUIRED UNDER THE APPLICABLE ENTITY'S GOVERNING DOCUMENTS. EACH PARTY IS FULLY ENTITLED TO RELY ON THE WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN WHEN ENTERING INTO THIS AGREEMENT.

9. Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from either Party's, or their heirs and successors' use of the Easement Property or from the exercise by either Party of any rights granted by this Agreement; excepting, however, that neither Party shall be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from either Party's own negligence or the negligence of either Party's successors, assigns, tenants, permitted guests and invitees, or other similarly title third-party.

10. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

11. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of the South Owner and the North Owners, and their respective successors and assigns, and shall run with title to the Easement Property.

12. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the

laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

13. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

14. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

15. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

16. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

17. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, South Owner has executed this Agreement as of the Effective Date.

South Owner

CW The Abbie, LLC,
a Utah limited liability company

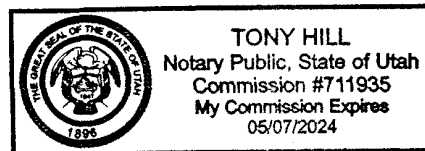
Darlene Carter
By: Darlene Carter
Its: Manager
Date: 10/30/2020

State of Utah)
 §
County of DAVIS)

On this 30 day of OCTOBER, 2020, before me personally appeared DARLENE CARTER whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the MANAGER of CW THE ABBIE, LLC, a Utah limited liability company, and that the foregoing document was signed by him/her on behalf of said limited liability company in his capacity as MANAGER.

Witness my hand and official seal.

[Signature]
(notary signature)



(seal)

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

Sunset Towers

Sunset Towers-Main Street LC,
a Utah limited liability company

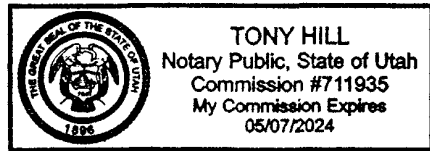
By: [Signature]
Its: Member
Date: 10-5-20

State of Utah)
 §
County of DAVIS)

On this 5 day of OCTOBER, 2020, before me personally appeared ANDREW RENTRO whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the MEMBER of SUNSET TOWERS-MAIN STREET LC, a Utah limited liability company, and that the foregoing document was signed by him/her on behalf of said limited liability company in his capacity as MEMBER.

Witness my hand and official seal.

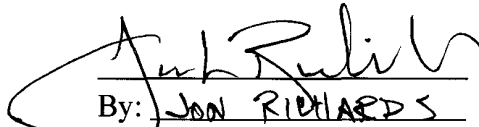
[Signature]
(notary signature)



(seal)

Windsong

Windsong Holdings LLC,
a Utah limited liability company

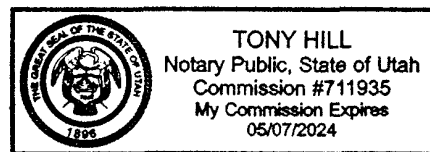

By: Jon RICHARDS
Its: MANAGER
Date: 10/6/20

State of Utah)
 §
County of DAVIS)

On this 6th day of October, 2020, before me personally
appeared Jon RICHARDS whose identity is personally known to or
proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did
say that he/she is the MANAGER of WINDSONG HOLDINGS
LLC, a Utah limited liability company, and that the foregoing document was signed by him/her
on behalf of said limited liability company in his capacity
as MANAGER.

Witness my hand and official seal.


(notary signature)



(seal)

EXHIBIT "A"
SOUTH PROPERTY

COM 4 RDS E & 67 FT S FR NW COR LOT 13 BLK 6 5 AC PLAT A BIGFIELD SUR S 65 FT E 310 FT N 65
FT W 310 FT TO BEG 6504-699 6504-0700.

Cont. 0.46 Acres

Parcel Number: 16-18-301-009

EXHIBIT "B"
NORTH PROPERTY

COM 4 RDS E FR NW COR LOT 13 BLK 6 5 AC PLAT A BIG FIELD SURS 67 FT E 310 FT N 67 FT W 310
FT TO BEG 6504-0701, 0702 7743-0820 9773-7979 9918-6918.

Cont. 0.48 Acres

Parcel Number: 16-18-301-008

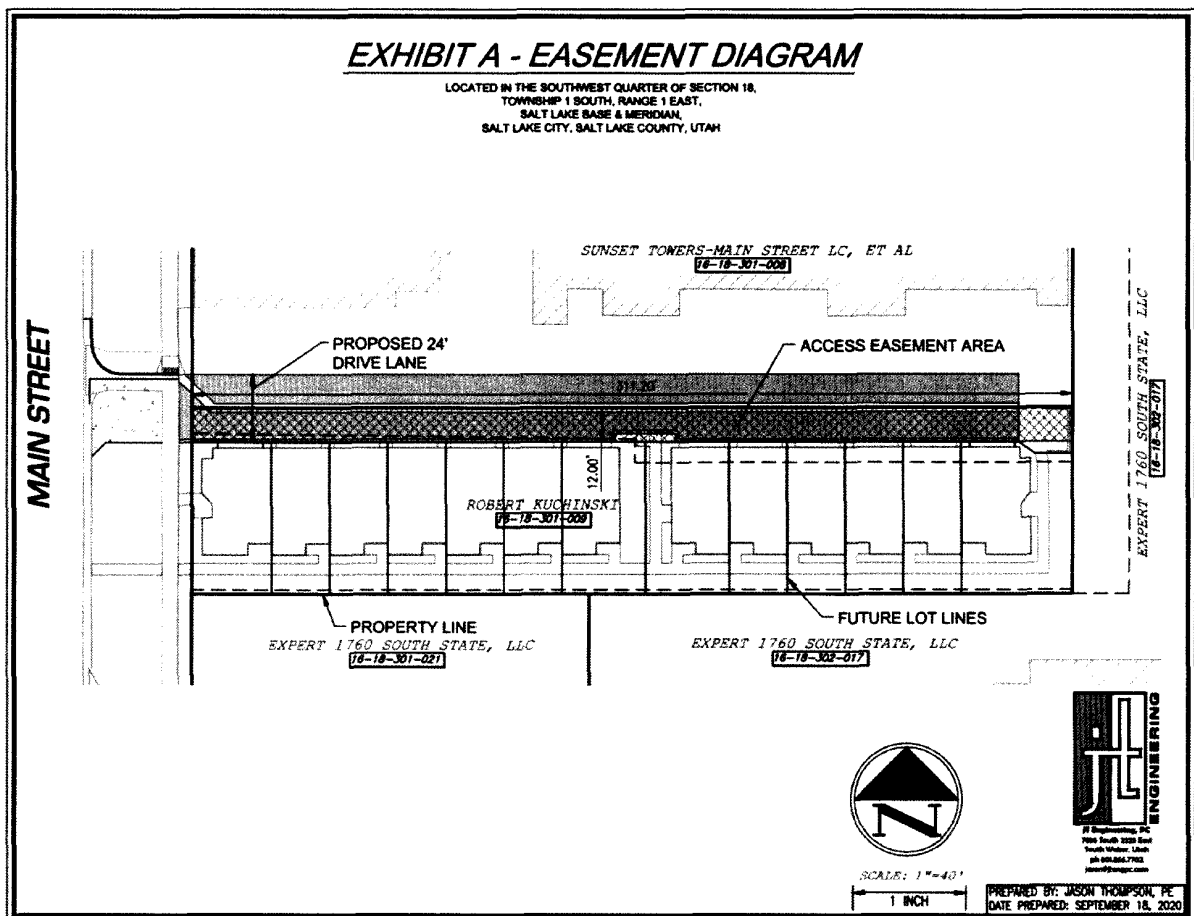
**EXHIBIT "C"
EASEMENT PROPERTY**

EASEMENT ALONG SOUTH HALF OF ROAD

A 12 FOOT WIDE EASEMENT SITUATED IN THAT CERTAIN LOT KNOWN AS LOT 13 OF THE BLOCK 6, FIVE ACRE PLAT "A" BIG FIELD SURVEY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE SOUTHERLY SIDELINE OF WHICH IS TO BE LENGHTENED OR SHORTENED SO AS TO BEGIN AT THE WESTERLY SIDELINE OF GRANTOR'S PROPERTY AND TERMINATE AT THE EASTERLY SIDELINE OF GRANTOR'S PROPERTY, THE NORTHERLY SIDELINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT LOCATED AT THE INTERSECTION OF 1700 SOUTH AND MAIN STREET AND RUNNING THENCE, SOUTH 00°01'06" EAST, ALONG THE LINE BETWEEN SAID MONUMENT AND THE MONUMENT AT THE INTERSECTION OF MAIN STREET AND COATSVILLE AVENUE, A DISTANCE OF 385.86 FEET; THENCE, EAST, A DISTANCE OF 60.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (132.00 FEET WIDE) AND THE POINT OF BEGINNING; THENCE, NORTH 89°54'11" EAST, A DISTANCE OF 311.20 FEET TO THE TERMINUS OF THIS DESCRIPTION.

CONTAINS 3,735 SQUARE FEET, MORE OR LESS



[CONTINUED ON THE NEXT PAGE]

EASEMENT ALONG NORTH HALF OF ROAD

A 12 FOOT WIDE EASEMENT SITUATED IN THAT CERTAIN LOT KNOWN AS LOT 13 OF THE BLOCK 6, FIVE ACRE PLAT "A" BIG FIELD SURVEY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE NORTHERLY SIDELINE OF WHICH IS TO BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE WESTERLY SIDELINE OF GRANTOR'S PROPERTY AND TERMINATE AT THE EASTERLY SIDELINE OF GRANTOR'S PROPERTY, THE SOUTHERLY SIDELINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT LOCATED AT THE INTERSECTION OF 1700 SOUTH AND MAIN STREET AND RUNNING THENCE, SOUTH 00°01'06" EAST, ALONG THE LINE BETWEEN SAID MONUMENT AND THE MONUMENT AT THE INTERSECTION OF MAIN STREET AND COATSVILLE AVENUE, A DISTANCE OF 385.86 FEET; THENCE, EAST, A DISTANCE OF 60.56 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (132.00 FEET WIDE) AND THE POINT OF BEGINNING; THENCE, NORTH 89°54'11" EAST, A DISTANCE OF 311.20 FEET TO THE TERMINUS OF THIS DESCRIPTION.

CONTAINS 3,734 SQUARE FEET, MORE OR LESS

