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Gary W. Ott  
Recorder, Salt Lake County, UT  
SUTHERLAND TITLE  
BY: eCASH, DEPUTY - EF 15 P.

**AFTER RECORDING PLEASE RETURN TO:**

David E. Gee, Esq.  
PARR BROWN GEE & LOVELESS  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

Tax Parcel Nos.: 28-19-229-036; 28-19-229-034; 28-19-229-080.

Space above for Recorder's use

**JOINT USE AND RECIPROCAL EASEMENT AGREEMENT**

This JOINT USE AND RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is made as of this 9<sup>th</sup> day of March, 2016 by and between Crescent Heights Condominium Association, a Utah nonprofit corporation (the "**Association**") and Crescent Senior Living, LLC, a Utah limited liability company ("**CSL**").

**RECITALS:**

A. Crescent Heights Condominiums (the "**CH Condominiums**") is a condominium project in Salt Lake County governed by that certain Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 7457332, Book 8306, Pages 6253-6326 in the Salt Lake County Recorder's Office (the "**Official Records**"); as amended by (1) that certain First Amendment to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 7481525, Book 8313, Pages 8429-8434 in the Official Records; (2) that certain Second Amendment to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 7976811, Book 8490, Pages 0225-0237 in the Official Records; (3) that certain Supplement Concerning Convertible Land to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 9280051, Book 9086, Pages 2253-2275 in the Official Records; (4) that certain Third Amendment to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 9815865, Book 9337, Pages 6295-6303 in the Official Records; (5) that certain Supplement Concerning Convertible Land to Declaration of Condominium for Crescent Heights Condominiums (Convertible Land Area #1), recorded as Entry No. 9875412, Book 9365, Pages 741-753 in the Official Records; (6) that certain Supplement to Declaration of Condominium for Crescent Heights Condominiums (Convertible Land Area #2), recorded as Entry No. 10350416, Book 9571, Pages 2563-2569 in the Official Records; (7) that certain Fourth Amendment to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 11872215, in Book 10241, at Pages 1905-1909 in the Official Records; and (8) that certain Fifth Amendment to Declaration of Condominium for Crescent Heights Condominiums, recorded as Entry No. 11881627, in Book 10245, at Pages 7217-7221 in the Official Records (collectively, the "**Crescent Heights Declaration**"). CH Condominiums consists of condominium units and common areas and the Association is the governing body of CH Condominiums. The land which is now subject to the Crescent Heights Declaration is more particularly described on **Exhibit A** attached hereto and incorporated herein (referred to in this Agreement as the "**Crescent Heights Property**").

B. CSL owns a separate but adjoining parcel of real property located in Salt Lake County, as more particularly described on **Exhibit B** attached hereto and incorporated herein (the “**Facility Property**”), which CSL plans to develop for use as an extended care, assisted living and memory care facility consisting of apartment units and common areas (the “**Facility**”).

C. The aforementioned parties desire to enter into this Agreement so as to create certain rights-of-way, easements and restrictions with respect to Crescent Heights Property and to provide for the common maintenance of certain recreational facilities located in Crescent Heights Property.

### **AGREEMENT:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Definitions.** As used in this Agreement, each of the following terms shall have the indicated meaning:

“**Apartment Unit**” means an apartment unit located within the Facility.

“**Benefitted Parties**” means, with respect to a specified Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests and invitees.

“**Condo Unit**” means a condominium unit located with Crescent Heights Property.

“**Easement Area**” means all those certain portions of Crescent Heights Property and the Facility Property that are from time to time designed and/or otherwise designated for the parking of motor vehicles and for vehicular and pedestrian movement including, without limitation, parking areas, roads, driveways, walkways and sidewalks, but specifically excluding any underground parking facilities and any interior walkways. The existing and planned roads, parking areas, walkways and sidewalks within the Easement Area are generally depicted on the Site Plan.

“**Mortgage**” means a mortgage or a deed of trust, assignment of leases and rents and security agreement recorded in the official records.

“**Mortgagee**” means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

“**Official Records**” means the official records of the Salt Lake County Recorder, State of Utah.

“**Occupant**” means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

“Owner” means the person that at the time concerned is the legal owner of record (in the official records) of a whole or undivided fee interest in any portion of the Facility Property or a Condo Unit in the Crescent Heights Property. If there is more than one Owner of a the Facility Property or a Condo Unit in the Crescent Heights Property at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term “Owner” shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Facility Property or a Condo Unit in the Crescent Heights Property pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

“Person” means a natural person, legal entity or trust.

“Prorata Share” means: (i) with respect to the first Thirty-five Thousand and 00/100 (\$35,000.00) of costs and expenses incurred in connection with performing the Required Maintenance, thirty percent (30%) for the Association and seventy percent (70%) for the Owner of the Facility Property; and (ii) with respect to any additional costs and expenses incurred in connection with performing the Required Maintenance, fifty percent (50%) for the Association and fifty percent (50%) for the Owner of the Facility Property.

“Recreational Facilities” means the Gazebo, and all exterior walking paths and sidewalks as are located on the Parcels and that are generally intended for and/or designated for use on a non-exclusive basis by the Residents of more than one Condo Unit or Apartment Unit.

“Required Maintenance” is defined in Section 4.

“Resident[s]” means (a) an individual or individuals lawfully occupying an Apartment Unit or Condo Unit pursuant to a written lease agreement between such individual or individuals and the Owner of the Facility or the Condo Unit, respectively, or (b) the Owner of a Condo Unit occupying such Condo Unit.

“Site Plan” means the Site Plan attached as Exhibit C, incorporated in this Agreement by this reference, as modified from time to time.

2. Grant of Rights-of-Way and Easements. The Association and CSL hereby grant and create the following non-exclusive easements with respect to their Parcels for the use of the respective Benefitted Parties of the Crescent Heights Property and the Facility Property.

2.1 Access Right-of-Way and Easement. Crescent Heights Property and the Facility Property (but no other real property) shall have appurtenant thereto and shall be benefitted by, and Crescent Heights Property and the Facility Property shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement, as applicable, for pedestrian and vehicular ingress and egress and temporary vehicular parking (without charge) by their respective Benefitted Parties on, over and across the Easement Area. Such right-of-way and easement shall be limited pursuant to such non-

discriminatory rules and regulations as are jointly promulgated from time to time by the Association and the Owner of the Facility Property with respect to the use of the parking facilities and to use for such purposes and to such extent as may be customary to the use of Crescent Heights Property for multi-family residential purposes and the Facility Property for assisted living multi-family residential purposes, which shall include reasonable and customary deliveries. All such rules and regulations shall be consistent with the terms and conditions of this Agreement and shall be uniformly applied to all Owners and Residents. The Association and the Owner of the Facility Property covenant to cooperate in good faith with the other in the promulgation of such rules and regulations.

## 2.2 Utilities Right-of-Way and Easement.

2.2.1 Grant of Right-of-Way and Easement. The Facility Property (but no other real property) shall have appurtenant thereto and shall be benefitted by, and Crescent Heights Property shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities (including, without limitation, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water) upon, under, through and across the Easement Area. In the event of necessity or with the consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed, the Association shall from time to time grant to the Owner of the Facility Property an easement for the purposes set forth in the preceding sentence upon, under, through or across Crescent Heights Property in locations other than the Easement Area (other than areas designated or occupied by buildings) so long as such easement does not unreasonably interfere with the use and operation of Crescent Heights Property.

2.2.2 Exercise of Right-of-Way and Easement. The Owner of the Facility Property may, with the consent of the Association (except in the case of emergencies), which consent shall not be unreasonably withheld, conditioned or delayed (a) enter on any portion of the Easement Area as may be necessary or appropriate in order to accomplish the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the utilities and facilities referred to in Section 2.2.1, and (b) in connection with such utilities and facilities, excavate or conduct construction activities within the Easement Area, so long as such excavation or construction activities are performed in a good and workmanlike manner and are prosecuted diligently to completion. All such excavations and construction activities shall be performed at reasonable times (except in the case of emergencies) and shall be undertaken with not less than five (5) days prior notice to the Association. On completion of such excavation or construction activities, the Owner of the Facility Property shall, at its sole cost and expense, immediately restore any portion of the Easement Area affected to the same condition as existed

prior to the commencement of such excavation or construction activities, using the same type and quality of materials previously used.

2.3 Joint Use of Recreational Facilities. Each Resident occupying a Condo Unit or an Apartment Unit in the Facility shall have a non-exclusive license and right to use the Recreational Facilities on a non-exclusive basis. Use of the Recreational Facilities by any Resident or guest of a Resident shall be permitted only to the extent provided in such reasonable and non-discriminatory rules and regulations as shall be jointly promulgated from time to time by the Association and the Owner of the Facility Property (including reasonable rules and policies regarding reservation of Recreational Facilities by Owners or Residents for short-term uses or parties). All such rules and regulations shall be consistent with the terms and conditions of this Agreement and shall be uniformly applied to all Owners and Residents. The Association and the Owner of the Facility Property covenant to cooperate in good faith with the other in the promulgation of such rules and regulations.

3. No Interference. Except to the extent necessary (on a temporary basis not to exceed five (5) days without the consent of the Association and the Owner of the Facility Property) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights of use, rights-of-way and easements granted in Section 2 shall be constructed or erected, nor shall the Association, any Condo Unit Owner or the Owner of the Facility Property in any other manner obstruct or interfere with the use of such rights of use, rights-of-way and easements.

4. Construction and Maintenance of Easement Area and Recreational Facilities. The Owner of the Facility Property, at its sole cost and expense, shall cause the previously unconstructed hard-surface improvements to the Easement Area to be graded in a manner to assure adequate drainage, to be paved with a surfacing material of asphalt, concrete, or other hard-surface paving material, and to be adequately striped or otherwise marked, all as contemplated by the Site Plan and as otherwise required by applicable building and other local codes and ordinances. Each of the Association and the Owner of the Facility Property shall cause such Recreational Facilities and landscaping located on their respective properties to be installed at their respective sole cost and expense. Each of the Association and the Owner of the Facility Property shall determine the final location and specific features of such Recreational Facilities and landscaping as shall be located on their respective properties. The cost and expense of the foregoing improvements shall be paid solely by the owner of the property on which the facilities are located. The Easement Area, including the Recreational Facilities and the landscaping shall be continuously maintained and kept clean and in good order, condition and repair under the supervision of the Association and the Owner of the Facility Property (the “**Required Maintenance**”), and the Association and the Owner of the Facility Property shall be responsible for its respective Prorata Share of the costs of the Required Maintenance. The Required Maintenance is to include, without limiting the generality of the foregoing, the following:

- (i) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;
- (ii) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow, ice, dirt, and debris;
- (iii) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;
- (iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting of the parking areas;
- (v) The maintenance of landscaping, including mowing, edging and weeding, including the replacement as necessary of dead or diseased plant material, such that the landscaping is maintained in a well-kept and attractive condition;
- (vi) Operating, keeping in repair and replacing, where necessary, catch basins and related surface level storm drainage facilities located in the hard-surfaced area of the Easement Area; and
- (vii) Operating, keeping in repair and replacing, where necessary, the Recreational Facilities, including, without limitation, any required pool maintenance in accordance with applicable regulations and codes, landscape maintenance and other general clean-up and maintenance.

Subject to the revocable mutual written agreement of the Association and the Owner of the Facility Property, the Association, the Owner of the Facility Property or a third party may be appointed as agent (the “**Manager**”) to perform the Required Maintenance with respect to the Easement Area and Recreational Facilities in the manner as above outlined. Said third party Manager may receive for such services a reasonable fee that is mutually acceptable to the Association and the Owner of the Facility Property to cover supervision, management, accounting and similar costs, which sums are to be included in the Required Maintenance expense paid by each of the Association and the Owner of the Facility Property. A copy of any proposed management agreement identifying the proposed Manager, together with a notice address for each of the Association and the Owner of the Facility Property, shall be provided to each Mortgagee not less than fifteen (15) business days prior to such agreements effective date for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If any such Mortgagee does not provide the Association and the Owner of the Facility Property with written notice of such Mortgagee’s disapproval of the proposed agreement prior to the proposed effective date, then such Mortgagee shall be deemed to have approved the Manager and the proposed management agreement. The Manager shall have the right, power and authority to enter into contracts and agreements with third persons to provide for the Required Maintenance; provided, no such agreements and contracts shall be for a term in excess of one (1) year unless such agreement or contract is approved in writing in advance by the Association and the Owner of the Facility Property; provided, further,

that any such agreement shall be terminable on thirty (30) days written notice if the service provider is an affiliate of the Association or the Owner of the Facility Property. The Association and the Owner of the Facility Property shall pay its respective Prorata Share of the compensation paid to the Manager within fifteen (15) days after being billed therefore. The Association shall invoice the Owner of the Facility Property on an annual basis (or such more frequent basis as the Association and the Owner of the Facility Property may agree) for the cost of maintenance with respect to the Association or the Owner of the Facility Property, as applicable; provided, however, that if a Manager has been appointed by the Association and the Owner of the Facility Property, then the Manager shall be responsible for invoicing the Association and the Owner of the Facility Property for their respective Prorata Share of the cost of the Required Maintenance incurred in compliance with this Agreement. If the Association or the Owner of the Facility Property fails to timely pay an invoice then: (a) a five percent (5%) late payment fee shall be added to the invoice on the sixteenth (16<sup>th</sup>) day; (b) the unpaid balance shall thereafter accrue interest at the rate of twelve percent (12%) per annum; and (c) all sums owing shall be secured by a lien against the Easement Area in favor of the party to which such sums are owed. The Owner of the Facility Property, the Association, or the Manager, as applicable, shall maintain all records regarding the cost of the Required Maintenance for at least two (2) years at its office in Salt Lake City, Utah. The Association or the Owner of the Facility Property may inspect such records upon reasonable notice.

5. Insurance. Each of the Association and the Owner of the Facility Property shall procure and maintain a general public liability insurance with limits of not less than \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence. Each of the Association and the Owner of the Facility Property shall cause the Association and the Owner of the Facility Property, and their respective Mortgagees, if any, to be named as "additional insureds" under the policies of insurance maintained hereunder. Each of the Association and the Owner of the Facility Property shall at all times procure and maintain, at their respective sole expense, "all-risk" property insurance, for damage or other loss caused by fire or other casualty or cause, including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting of pipes, explosion, in an amount not less than one hundred percent (100%) of the replacement cost of the buildings and improvements located on the property. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Notwithstanding any other provision of this Agreement to the contrary, each of the Association, on behalf of itself and on behalf of the Condo Unit Owners, and the Owner of the Facility Property hereby waive any rights of recovery against the other for injury or loss on account of hazards covered by insurance required to be carried under this Agreement to the extent of the amount of insurance proceeds that either the Association or the Owners of the Condo Units, on the one hand, or the Owner of the Facility Property on the other hand, would have received under that insurance if the Association or Owner of the Facility Property, as the case may be, had maintained all insurance it is required to maintain under this Agreement; provided, however, that this release shall not be applicable to the portion of any damage which is not reimbursable by the damaged party's insurer because of the 'deductibles' in the damaged party's insurance coverage, which deductibles shall not exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

6. Duration. This Agreement and each right-of-way, easement, covenant, restriction and license set forth in this Agreement pertaining to the easements and licenses granted in Section 2 and Section 3 shall be perpetual.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Area for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.

8. Acceptance of Terms by Condo Unit Owners. Pursuant to that certain Unanimous Consent of Owners By Action Without A Meeting dated March 18, 2014, the current Owners of all of the Condo Units in Crescent Heights Property agree to be bound by the terms hereof as members of the Association and to pay to the Association all expenses contemplated herein in accordance with the terms of the Crescent Heights Declaration.

9. Appurtenances to Parcels; Covenants Run with Land; Various Events.

9.1 Appurtenances to the Parcels. Each right-of-way, easement, covenant and restriction created by this Agreement is an appurtenance to the property which is benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to the benefitted property.

9.2 Covenants Run with Land; Various Events.

9.2.1 Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained in this Agreement (whether affirmative or negative in nature) shall (a) create an equitable servitude on Crescent Heights Property and the Facility Property, as applicable (but no other real property), (b) constitute a covenant running with the land, (c) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Facility Property or Crescent Heights Property concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such right-of-way, easement, covenant or restriction is to be performed on such portion, and (d) benefit and bind the Association any Owner, including any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means. In the event a Mortgagee becomes an Owner as a result of foreclosure or a deed in lieu of foreclosure, then such Mortgagee/Owner shall not be: (a) liable for any act or omission of the foreclosed Owner; (b) subject to any offsets or defenses that any surviving Owner might have against the foreclosed Owner; or (c) liable for the Prorata Share attributable to the foreclosed Owner's Condo Unit or the Facility Property, as applicable, arising prior to the foreclosure or deed in lieu of foreclosure.

9.2.2 Transfer of Parcel. If any Owner transfers all or any portion of its Condo Unit or the Facility Property owned by such Owner, as applicable, the



transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Agreement, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Condo Unit or the Facility Property, as applicable, such transferring Owner shall be released and discharged from all obligations under this Agreement that accrue after the date of recordation in the official records of the instrument effecting such transfer.

9.2.3 Effect of Breach. No breach of this Agreement shall entitle the Association or the Owner of the Facility Property to cancel, rescind or otherwise terminate this Agreement (but such limitation shall not affect any other right or remedy or limit any obligation that the Association or the Owner of the Facility Property may have under this Agreement by reason of any such breach).

9.2.4 Priority of Agreement. The interests in and rights concerning any portion of a Condo Unit or the Facility Property held by or vested in the undersigned or any other person on or after the date of this Agreement shall be subject and subordinate to the arrangement provided for in this Agreement, and the arrangement provided for in this Agreement shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Agreement.

10. Lien. Any lien arising pursuant to the terms of Section 4 above may be foreclosed in the same manner as is provided under applicable law for the foreclosure of Mortgages, but shall be subject and subordinate to (a) each Mortgage affecting the defaulting Owner's Condo Unit or the Facility Property, as applicable, (b) this Agreement, (c) each (recorded or unrecorded) utility easement, right-of-way or similar interest affecting the defaulting Owner's Condo Unit or the Facility Property, as applicable, at the time such notice of lien or similar instrument is recorded, (d) the interest of each Resident who is the tenant or lessee under each lease, rental agreement or similar instrument (whether recorded or unrecorded) affecting the defaulting Owner's Condo Unit or the Facility Property, as applicable, at the time such notice of lien or similar instrument is recorded, and (e) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests or estates (whether recorded or unrecorded at the time such notice of lien or similar instrument is recorded) in or respecting the defaulting Owner's Condo Unit or the Facility Property, as applicable.

11. Modification. This Agreement and any right-of-way, easement, covenant or restriction contained in this Agreement may not be terminated, extended, modified or amended without the consent of the Association and the Owner of the Facility Property; provided, however, that no such termination, extension, modification or amendment shall be effective unless each Mortgagee holding a Mortgage constituting a lien on any Condo Unit or the Owner of the Facility Property consents to the same in writing.

12. Enforcement-Attorneys' Fees. The Association and the Owner of the Facility Property shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the

strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if with respect to the Easement Area, the Required Maintenance is not being performed pursuant to the terms and conditions of this Agreement, the Association or the Owner of the Facility Property may provide notice to the other who is in default that unless corrective action is taken within fourteen (14) days (the Association or the Owner of the Facility Property giving notice hereafter known as the "notifying party"), the notifying party may cause the Required Maintenance with respect to the Easement Area to be performed. If at the expiration of such fourteen (14) day period of time the requisite corrective action has not been taken, the notifying party shall be authorized and empowered to cause the Required Maintenance to be performed, and shall have an easement for ingress and egress over, through and across the Easement Area for the purpose of performing such Required Maintenance with respect to the Easement Area. All costs reasonably incurred by the notifying party to perform Required Maintenance with respect to the Easement Area shall be due and payable from the defaulting party to the notifying party upon demand and shall be secured by lien imposed pursuant to Section 4 hereof.

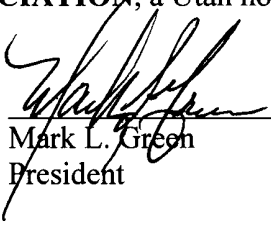
13. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Agreement shall inure to the benefit of, and be binding on, the Association and each Owner and the heirs, personal representatives, successors and assigns of the Association and each Owner. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. Each notice to an Owner required to be given pursuant to the terms of this Agreement shall be contemporaneously copied to the Mortgagee with respect to such Owner's Condo Unit or the Facility Property, as applicable, at the address provided in such Mortgage.

*(Signatures begin on following page)*

THE UNDERSIGNED have executed this Agreement to be effective as of the date first set forth above.

**“The Association”**

**CRESCENT HEIGHTS CONDOMINIUM ASSOCIATION**, a Utah nonprofit corporation

By:   
Name: Mark L. Green  
Title: President

**“CSL”**

**CRESCENT SENIOR LIVING, LLC** a Utah limited liability company, by its Manager

**GREEN CRESCENT MANAGER, LLC** a Utah limited liability company

By:   
Name: Mark L. Green  
Title: Manager

**ACKNOWLEDGMENTS**

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

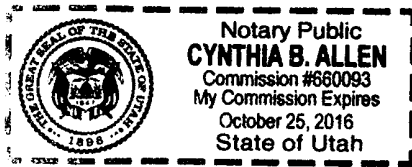
I, a Notary Public of the County and State aforesaid, certify that Mark L. Green personally came before me this day and acknowledged that he is the President and authorized representative of Crescent Heights Condominium Association, a Utah nonprofit corporation, and being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official stamp or seal, this 9<sup>th</sup> day of March, 2016.

*Cynthia B. Allen*

Notary Public

My Commission Expires:



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

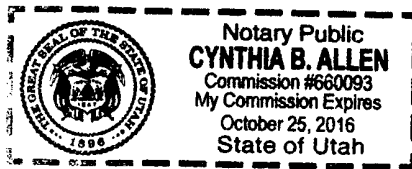
I, a Notary Public of the County and State aforesaid, certify that Mark L. Green personally came before me this day and acknowledged that he is the Manager of Green Crescent Manager, LLC, a Utah limited liability company, which is the Manager of Crescent Senior Living, L.L.C., a Utah limited liability company, and being authorized to do so, executed the foregoing on behalf of said company.

Witness my hand and official stamp or seal, this 9<sup>th</sup> day of March, 2016.

*Cynthia B. Allen*

Notary Public

My Commission Expires:



**EXHIBIT A  
TO  
JOINT USE AND RECIPROCAL EASEMENT AGREEMENT**

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Legal Description of Crescent Heights Property

A TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING ALL OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 700 EAST STREET, SAID POINT ALSO BEING ON THE EAST LINE OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE AT THE SALT LAKE COUNTY RECORDER'S OFFICE IN BOOK 2008 AT PAGE 41, SAID POINT ALSO BEING SOUTH 00°04'20" WEST ALONG THE SECTION LINE A DISTANCE OF 59.79 FEET AND NORTH 89°46'10" WEST 70.11 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°13'50" WEST 625.20 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTH 89°41'06" WEST 390.16 FEET; THENCE NORTH 00°04'20" EAST 129.10 FEET; THENCE EAST 197.53 FEET; THENCE NORTH 01°23'26" EAST 104.43 FEET; THENCE NORTH 00°50'56" WEST 194.72 FEET; THENCE NORTH 00°26'07" WEST 180.01 FEET; THENCE NORTH 30°09'07" WEST 15.74 FEET; THENCE NORTHWESTERLY 20.27 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°33'27" (CHORD BEARS NORTH 14°52'23" WEST 20.03 FEET); THENCE NORTH 00°24'20" EAST 2.36 FEET; THENCE SOUTH 89°35'40" EAST 190.80 FEET; THENCE SOUTH 44°41'10" EAST 26.91 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 150,493 SQ FT OR 3.455 ACRES, MORE OR LESS

**EXHIBIT B  
TO  
JOINT USE AND RECIPROCAL EASEMENT AGREEMENT**

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Legal Description of Facility Property

A TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING ALL OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 11000 SOUTH STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3, ON FILE AT THE SALT LAKE COUNTY RECORDER'S OFFICE IN BOOK 2008 AT PAGE 41, SAID POINT ALSO BEING SOUTH 00°04'20" WEST ALONG THE SECTION LINE A DISTANCE OF 59.79 FEET AND NORTH 89°46'10" WEST 70.11 FEET AND NORTH 44°41'10" WEST 28.33 FEET AND NORTH 89°35'40" WEST 189.79 FEET AND THENCE SOUTH 00°24'20" WEST 1.00 FEET TO THE TRUE POINT OF BEGINNING FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°24'20" WEST 2.36 FEET; THENCE SOUTHEASTERLY 20.27 FEET ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°33'27" (CHORD BEARS SOUTH 14°52'23" EAST 20.03 FEET); THENCE SOUTH 30°09'07" EAST 15.74 FEET; THENCE SOUTH 00°26'07" EAST 180.01 FEET; THENCE SOUTH 00°50'56" EAST 194.72 FEET; THENCE SOUTH 01°23'26" WEST 104.43 FEET; THENCE WEST 197.53 FEET; TO A POINT ON THE WEST LINE OF SAID CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 3; THENCE NORTH 00°04'20" EAST 515.72 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 11000 SOUTH STREET; THENCE SOUTH 89°35'40" EAST 182.14 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

AREA CONTAINS 101,360 SQ FT OR 2.327 ACRES, MORE OR LESS

**EXHIBIT C  
TO  
JOINT USE AND RECIPROCAL EASEMENT AGREEMENT**

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Site Plan-Attached