

JOINT USE AND CROSS EASEMENT AGREEMENT

DATE: This Joint Use and Cross Easement Agreement ("Agreement") is dated as of the date set forth below.

PARTIES: Shadow Run Property Owners' Association ("SR") and Shadow Run Owners Association II, Inc. ("SR II") (collectively "the Parties").

RECITALS

- A. SR is a Utah Homeowners Association, which governs a residential development known as the Shadow Run at Rosecrest, a planned unit development subject to a Declaration of Easements, Covenants, Conditions and Restrictions recorded with Salt Lake County as entry # 11963826.
- B. SR II is a Utah Homeowners Association, which governs a residential development known as the Shadow Run at Rosecrest II, a planned unit development subject to a Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements recording with Salt Lake County as entry # 12340551.
- C. SR is currently under the control of Wasatch Land Company, a Utah Corporation, and the Declarant of Shadow Run at Rosecrest, who desires to grant the tenants and owners of SR II the right to use the open space common area as described on its official plat recorded with Salt Lake County.
- D. SR II is currently under the control of Edge Shadow Run LLC, a Utah Limited Liability Company, and the Declarant of Shadow Run at Rosecrest II, who desires to grant the tenants and owners of SR the right to use the open space common area as described on its official plat recorded with Salt Lake County.
- E. The Parties desire to further define the rights and obligations of the Parties, and to establish an agreement for the maintenance and upkeep of the open space common area, including any improvements installed there in accordance with this Agreement and the respective declarations.

AGREEMENT/EASEMENT

In consideration of the foregoing and the mutual covenants of the parties contained in this agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree follows:

1. **Grant of Easement to SR** - Subject to the rights and restrictions set forth in this

agreement, SR hereby grants and conveys to SR II a permanent and nonexclusive easement over and across the private SR roadways, common areas and recreational amenities (including pool, clubhouse, and playground areas), as described on the recorded plat for SR, for purposes of pedestrian and vehicular access to, ingress to and egress from the SR II roadways, common areas and amenities, and for the use and enjoyment of the amenities and common areas of SR by SR II's permitted users, as described below (the "SR Easement"). The SR Easement is granted by SR as a benefit and right appurtenant to the SR II property. The SR Easement is granted for the right, benefit and use of SR II and SR II's successors, heirs, assigns, owners, guests, managers, mortgagees, lessees and beneficiaries under any deeds of trust (collectively the "SR II permitted users"), subject to the provisions of this agreement.

2. **Grant of Easement to SR II** - Subject to the rights and restrictions set forth in this agreement, SR II hereby grants and conveys to SR a permanent and nonexclusive easement over and across the private SR II roadways, common areas and recreational amenities (including pool, clubhouse, and playground areas), as described on the recorded plat for SR II, for purposes of pedestrian and vehicular access to, ingress to and egress from the SR roadways, common areas and amenities, and for the use and enjoyment of the amenities and common areas of SR II by SR's permitted users, as described below (the "SR II Easement"). The SR II Easement is granted by SR II as a benefit and right appurtenant to the SR property. The SR II Easement is granted for the right, benefit and use of SR and SR's successors, heirs, assigns, owners, guests, managers, mortgagees, lessees and beneficiaries under any deeds of trust (collectively the "SR permitted users"), subject to the provisions of this agreement.
3. **Roadway and Common Area Maintenance, Repair and Replacement**- SR and SR II shall have separate and individual obligations to maintain the private undedicated roadways, improvements, and recreational amenities located on their respective properties in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations, covenants, conditions and restrictions and governmental requirements. All maintenance, repair and replacement obligations shall be performed in a prompt, diligent and regular manner. SR and SR II shall share bear their own costs of maintenance and upkeep except as otherwise provided herein.
4. **Damage by SR or SR II**- If damage to the easement area beyond ordinary wear and tear is directly attributable to SR II or SR II's permitted users, then SR II shall repair such damage as soon as reasonably possible, at its sole expense without any right of partial reimbursement from SR. Likewise, if damage to the easement area beyond ordinary wear and tear is directly attributable to SR or SR's

permitted users, then SR shall repair such damage as soon as reasonably possible, at its sole expense without any right of partial reimbursement from SR II.

5. **Restriction on Use-** Neither SR nor SR II, nor any permitted users shall place any obstruction on the easement areas whatsoever, except as is necessary in connection with the parties' maintenance and repair obligations set forth in this agreement.. Permitted users shall be bound by any posted or published rules governing the easement areas, which the Parties' respective boards of directors shall have the authority to adopt and publish.
6. **Condemnation-** In the event the SR or SR II property or any portion thereof is taken by power of eminent domain, or is conveyed under threat of condemnation, the obligations hereunder of the party owning such property shall be abated to the extent of the taking. Proceeds from any taking shall belong exclusively to the owners of the applicable property.
7. **Non-Use-** No right granted under this agreement shall lapse because of non-use.
8. **Indemnification.** Each party shall indemnify, defend, and hold harmless the other party and their affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying party or its members, the indemnifying party's or its members' default in any of the obligations set forth in this Agreement, the indemnifying party's or its members' use of the common area open space, except to the extent such claims are due solely to the gross negligence or willful act or omission another party or its members.
9. **Easements Run with the Land-** The SR Easement and SR II Easement shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants and obligations contained in this agreement shall bind, burden, and benefit the SR and SR II and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust.
10. **No Public Dedication-** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the easements created hereby.
11. **Conformance with Governmental Requirements-** Both parties shall cause all their respective uses of the easement area to be in conformance with all

applicable federal, state, county and municipal laws, ordinances, rules, regulations and requirements.

12. **Recording-** This agreement shall be recorded in the official records of Salt Lake County, Utah.
13. **Waiver-** Failure of either party at any time to require performance of any provision of this agreement shall not limit such party's right to enforce such provision, nor shall any waiver of breach of any provision of this agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
14. **Attorney Fees-** If a suit, action or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover its attorney fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
15. **Remedies-** In the event that either party fails to perform any obligation under this agreement, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the party reaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.
16. **Restriction on Amendment of Declaration-** Each party agrees not to allow any amendment to the power to assess those who are members and subject to their respective declaration without the prior written consent of the other party, or its successors-in-title.
17. **Amendment and Termination-** This agreement may be amended and/or terminated only by a written agreement signed by representatives of parties, their successors or assigns. Said amendment and/or notice of termination shall be recorded in the official records of Salt Lake County, Utah.

[Certification on Next Page]

Shadow Run Owners Association II, Inc.

By: Steve Maddox

As manager of Edge Shadow Run LLC, Its Declarant

STATE OF UTAH)
)
COUNTY OF Utah) :ss

The execution of the foregoing instrument was acknowledged before me this 22 day of March, 2017 by Steve Maddox, who by me being first duly sworn, did say that s/he is an authorized representative of Edge Shadow Run LLC to sign this document, and who is personally known to me or who has provided an acceptable and adequate identification.

Michelle Holt
NOTARY PUBLIC



EXHIBIT A
(Legal Description for Recording)

Shadow Run at Rosecrest

The Shadow Run at Rosecrest property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Phase 1

All of Shadow Run – Phase 1 P.U.D., recorded in the official records of Salt Lake County on November 19, 2014, as Entry No. 11948034, in Book 2014P, Page 291, also described as parcel numbers 3307177004 through 3307177078.

Phase 2

All of Shadow Run – Phase 2 P.U.D., recorded in the official records of Salt Lake County on September 11, 2015, as Entry No. 12130242, in Book 2015P, Page 212, also described as parcel numbers 3307177079 through 3307177145.

Shadow Run at Rosecrest II

The Shadow Run at Rosecrest II property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Phase 1

All of Shadow Run II Subdivision Phase 1, according to the official plat thereof on record with the Salt Lake County Recorder's Office, Utah, also described as parcel numbers 3307251008; 3307177146 through 3307177165; and 3307251009 through 3307251030.

Phase 2

All of Shadow Run II Subdivision Phase 2, according to the official plat thereof on record with the Salt Lake County Recorder's Office, Utah, also described as parcel numbers 3307251034 through 3307251075.

Phase 4

All of Shadow Run II Subdivision Phase 4, according to the official plat thereof on record with the Salt Lake County Recorder's Office, Utah, also described as parcel numbers 3307251076 through 3307251105 and 3307277003 through 3307277015.

Phase 3

Beginning at a point on the Southeasterly line of Shadow Run II Phase 1, said point being South 00°26'18" West 2111.97 feet and South 89°33'42" East 24.87 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running:

thence along the said southeasterly line the following three courses: South 52°03'04" East 12.53 feet; North 37°56'56" East 83.89 feet; South 52°32'00" East 466.69 feet to the westerly line of Shadow Run II Phase 2;

thence along said westerly line the following five courses: South 73°54'49" East 86.32 feet; North 89°25'51" East 110.59 feet; South 63°17'23" East 30.57 feet; South 46°18'51" East 112.82 feet; South 55°25'42" East 145.34 feet;

thence South 73°09'48" West 105.89 feet;

thence South 85°01'59" West 328.54 feet to the northeasterly Right-of-Way line of Mountain View Corridor;

thence North 52°03'04" West 631.51 feet along said northeasterly Right-of-Way line to the said Southeasterly line of Shadow Run II Phase 1;

thence North 37°56'56" East 118.15 feet along said Southeasterly line to the point of beginning.

Parcel contains 183,016 sq. ft. 4.201 acres.

Phase 5

Beginning at a point on the Southeasterly line of Shadow Run II Phase 4, said point being South 00°26'18" West 2285.04 feet and South 89°33'42" East 1388.77 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running:

thence along the said southeasterly line the following two courses: North 17°42'57" East 80.82 feet; North 39°34'16" East 251.91 feet to the Westerly Right-of-Way line of Autumn Crest Boulevard;

thence South 51°35'55" East 355.15 feet along said Right-of-Way line;

thence South 38°24'00" West 231.55 feet;

thence South 73°39'23" West 42.82 feet;

thence South 46°47'29" West 49.31 feet;

thence North 67°32'31" West 65.44 feet;

thence North 50°11'36" West 236.99 feet to the point of beginning.

Parcel contains 114,545 sq. ft. 2.629 acres.