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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
PREMISE LAW  
565 7TH AVE  
SLC UT 84103  
BY: CEP, DEPUTY - WI 8 P.

6-5  
**WHEN RECORDED RETURN TO:**  
Premise Law Pllc  
565 7<sup>th</sup> Ave  
Salt Lake City, UT 84103

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### CROSS USE EASEMENT FOR ACCESS

This Cross Use Easement for Access and Maintenance, is made and entered into this 23 day of October 2017 by and between Santiago M. Gardois ("Gardois") and The Mark & Tara Gaudette Trust ("Gaudette Trust") (Gardois and the Gaudette Trust are collectively referred to as the "Parties"), for good and valuable consideration the receipt of which is acknowledged and by mutual consent and agreement of the Parties, each party hereto does hereby grant, bargain and convey to the other party hereto, its licensees, invitees, agents, successors and assigns, the full and free right for it and its tenants, servants, invitees, agents, successors and assigns to have a like right at all times hereafter, for ingress and egress, maintenance and vehicular access, but not parking, and a perpetual easement for roadway purposes, on and across the property more fully described in Exhibit A, attached, which is granted by Gardois and on and across the properties more fully described in Exhibit B attached, which is granted by the Gaudette Trust, together with the right, but not the duty, unless expressly set forth herein, to construct, reconstruct, maintain and improve such roadway as described in Exhibit C attached (the "Easement").

The Easement is given by the Parties upon the express understanding and on condition that the Easement may be used by the Parties, their licensees, agents, successors, assigns, tenants, servants, invitees and visitors as a means of Gardois and his licensees, invitees, agents, successors and assigns maintaining and accessing his lot, described in Exhibit A, developed with a professional office, and as a means of the Gaudette Trust maintaining and accessing its lot described in Exhibit B. Gardois' use will not be exclusive to the Gaudette Trust's use and the Gaudette Trust's use will not be exclusive to Gardois' use. The Easement is contained within the driveway, which lies upon the border of the Gardois lot and the Gaudette Trust lot described in Exhibits A & B attached and does not extend beyond the driveway, as described in Exhibit C attached, in any way for any reason.

The aforesaid grant of the Easement is further made and accepted subject to the following terms and conditions:

Maintenance of the Easement. Except as provided herein, the Parties hereby covenant and agree that each party will contribute to all maintenance costs related to the Easement. The Parties shall allocate such costs according to the following: Gardois shall be responsible for 80% of the maintenance costs, the Gaudette Trust shall be responsible for 20% of the maintenance costs. Such costs shall include, but are not limited to repair and maintenance of the Easement surface. In the event one of the Parties fails to pay for their maintenance costs, the other party shall have the right, but not the obligation, to pay for reasonably required maintenance and shall have, in addition to all other legal and equitable remedies (including but not limited to injunctive relief), the right to claim a lien upon the property of the non-paying party that is benefitted by the easement and maintenance performed. Notwithstanding the foregoing, if one Party intentionally

damages the Easement, the damaging party shall be solely responsible to pay for all repairs. Notwithstanding, it is the Parties' intention that the Easement be maintained in proper condition.

Agreement Binding on Successors and Assigns: If either Party conveys the property it owns that is subject to this Cross Use Easement for Access to a third party, the transferring party shall obtain from the purchaser a written acknowledgment of the existence of this Cross Use Easement for Access and an agreement to be subject thereto and bound by the non-exclusive use and maintenance provisions hereof. In the event of conveyance by devise or involuntary transfer, the non-transferring party may demand that the acquiring party acknowledge this easement and agree to be subject to the provisions thereof, and may seek declaratory judgment of the enforceability of this Cross Use Easement for Access in the event the acquiring person or entity refuses or fails to sign the acknowledgment within thirty (30) days of such demand.

Access. Except as provided herein, the parties agree that each will not prevent the other from access over and across the Easement in that the Easement is used for a legal purpose that conforms to any applicable government regulation.

Grantor's Reservation. The Easement granted hereby is and shall be non-exclusive, and grantors hereby reserve for themselves and their successors and assigns, the right to use and cross under, over, along and across the Easement.

Limited Conveyance. It is expressly understood and agreed that this instrument constitutes a non-exclusive easement only in and to the Easement as provided herein and that nothing contained herein shall be construed as to create a conveyance of fee title to the Easement.

Term of Easement. The terms of the Easement granted herein shall be perpetual unless terminated by a recorded termination agreement signed by all the then-existing record title owners of the Easement.

Covenants Running with Land. The Easement and rights of each grantee hereunder, and all of the terms, provisions and obligations contained herein relating to such Easement, shall be covenants running with land and burdening title to the Easement, and each portion thereof, and shall be covenants running with, appurtenant and benefiting the fee title of the land benefitted by the Easement.


No Dedication. Nothing herein contained shall be deemed to be a gift of dedication of any portion of the Easement to or for the use for any public purpose, it being the intention of the parties hereto that this Easement shall be strictly limited to and for the purposes herein expressed.

Partial Invalidity. If any term of provision of this Cross Use Easement for Access and Maintenance, or the application of any provision, to any extent is deemed by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and each term and provision shall be valid and enforceable.

Non-Waiver. Notwithstanding anything contained herein to the contrary, failure on the part of one Party to complain of any action or non-action on the other Party, no matter how long the same may continue, shall never be deemed to be a waiver of any rights hereunder. Further the waiver of one of the provisions hereunder shall not be deemed a waiver of another provision.

Amendment. The provisions of this Cross Use Easement for Access and Maintenance shall only be modified or amended by written agreement signed by all owners of all parcels benefitted by the easement set forth herein. Parties acknowledge that from time to time other agreements may need to be negotiated and drafted to manage the long term maintenance of the Easement area, which agreements may include how funds will be set aside for maintenance and the manner for handling emergency situations, which may require more funds than what are otherwise set aside for maintenance. Unless and until such agreements are negotiated and signed, the current provisions of this agreement shall remain in full force and effect.

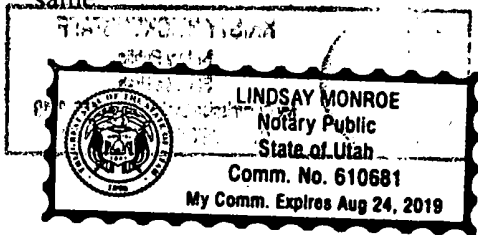
IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first written above:

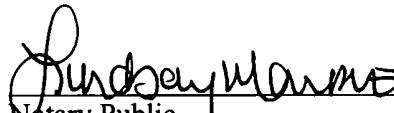
  
\_\_\_\_\_  
**Santiago Gardois**

**Notary**

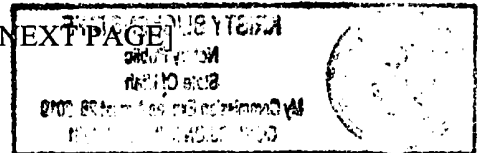
State of Utah )  
County of Salt Lake ) :ss

On the 22 day of October, 2017, personally appeared before me **Santiago Gardois**, the signer(s) of the above agreement who duly acknowledge to me that he executed the same.



  
\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE CONTINUES ON NEXT PAGE]



[SIGNATURE PAGE CONTINUED]

GAUDETTE TRUST

Mark Gaudette  
By Mark Gaudette

Notary

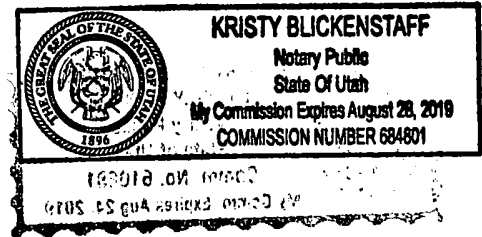
State of Utah )  
County of Salt Lake ) :ss

On the 23 day of October, 2017, personally appeared before me **Mark Gaudette**, the signer(s) of the above agreement who duly acknowledge to me that she executed the same.

Kristy Blickenstaff  
Notary Public

GAUDETTE TRUST

Tara Gaudette  
By Tara Gaudette



Notary

State of Utah )  
County of Salt Lake ) :ss

On the 23 day of October, 2017, personally appeared before me **Tara Gaudette**, the signer(s) of the above agreement who duly acknowledge to me that she executed the same.

Kristy Blickenstaff  
Notary Public



Exhibit A

DESCRIPTION OF GARDOIS PARCEL

That certain real property situated in the County of Salt Lake County, State of Utah, described as follows:

Parcel ID # 21-32-126-027-0000 Address 3755 W 7800 S, West Jordan, UT 84088

BEG 1590.52 FT E & 48 FT S FR NW COR SEC 32, T 2S, R 1W, SLM; E 97.23 FT; S 00°38'30" W 204.54 FT; N 89°59'30" W 94.97 FT; N 00°00'30" E 204.51 FT TO BEG. 0.45 AC. 4029-00845538-2154, 5599-2114 5674-0146 6313-0435 7365-1836 7404-1540,1542 8305-8475,8480 9023-2551 9232-7717 9308-2280 9308-2326 9910-1744

Commonly known as: 3755 W 7800 S, West Jordan, UT 84088

However, by showing this address no additional coverage is provided. (note: addresses are accurate at the time of recording are the same)

Exhibit B

DESCRIPTION OF GAUDETTE FLAG PARCEL

That certain real property situated in the County of Salt Lake County, State of Utah, described as follows:

Parcel ID # 21-32-126-026-0000 Address 3759 W 7800 S, West Jordan, UT 84088 (lot shape irregular, lot location flag):

BEG E 1571.55 FT & S 48 FT FR NW COR OF SEC 32, T 2S, R 1W, SLM; S 123.5 FT; W 76 FT; S 81 FT; E 94.94 FT M OR L; N 00°00'03" E 204.51 FT; W 18.97 FT M OR L TO BEG. 0.23 AC. 4029-0084 5538-2154, 5599-2114 5674-0146 6313-0435 7365-1836 7404-1540,1542 8305-8475,8480 9023-2551 9263-1171,1173

Commonly known as: 3759 W 7800 S, West Jordan, UT 84088

However, by showing this address no additional coverage is provided. (note: addresses are accurate at the time of recording are the same)

DESCRIPTION OF GAUDETTE BACK PARCEL

That certain real property situated in the County of Salt Lake County, State of Utah, described as follows:

Parcel ID # 21-32-126-023-0000 Address 3853 S 3800 S, West Jordan, UT 84088:

BEG E 1686.2 FT & S 252.35 FT FR NW COR OF SEC 32, T 2S, R 1W, S L M; S 0°38' W 100 FT; W 148.81 FT; N 99.99 FT; E 149.92 FT TO BEG. 5327-1819 6148-0579 6268-642 6268-0644 6389-1207 6557-0943 6869-2248 7123-0755 8341-3929 8394-38

Commonly known as: 3853 S 3800 W, West Jordan, UT 84088

However, by showing this address no additional coverage is provided. (note: addresses are accurate at the time of recording)

Exhibit C

DESCRIPTION OF GARDOIS EASEMENT

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING NORTH 89°59'30" EAST 1590.62 FEET ALONG THE SECTION LINE AND SOUTH 48.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE NORTH 89°59'30" EAST 6.54 FEET ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 113.01 FEET; THENCE SOUTHEASTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'00" EAST 39.60 FEET; THENCE EAST 32.10 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 32.10 FEET; THENCE SOUTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'00" WEST 39.60 FEET; THENCE SOUTH 12.59 FEET; THENCE WEST 6.54 FEET; THENCE NORTH 201.60 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF GAUDETTE FLAG EASEMENT

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING NORTH 89°59'30" EAST 1590.62 FEET ALONG THE SECTION LINE AND SOUTH 48.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 201.60 FEET; THENCE WEST 13.46 FEET; THENCE NORTH 201.60 FEET TO A POINT ON SAID SOUTHERLY RIGHT OFWAY LINE; THENCE NORTH 89°59'30" EAST 13.46 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

DESCRIPTION OF CROSS USE EASEMENT

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING NORTH 89°59'30" EAST 1590.62 FEET ALONG THE SECTION LINE AND SOUTH 48.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE NORTH 89°59'30" EAST 6.54 FEET ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE SOUTH 113.01 FEET; THENCE

SOUTHEASTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'00" EAST 39.60 FEET; THENCE EAST 32.10 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 32.10 FEET; THENCE SOUTHWESTERLY 43.98 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'00" WEST 39.60 FEET; THENCE SOUTH 12.59 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 201.60 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°59'30" EAST 13.46 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.