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RASHELLE HOBBS
Recorder, Salt Lake County, UT
ASPEN TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 11 P.

When Recorded, Mail To:

Tax Parcel No.(s): See Exhibit "C"

(Space Above for Recorder's Use Only)

RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 27 day of July, 2021, by and between MS Operating Company, LLC, a Utah limited liability company ("**North Owner**") and Scandia Residential Real Property II, LLC, a Utah Limited Liability Company ("**South Owner**"). North Owner and South Owner may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. North 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 ("**North Property**").

B. 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 "B"** attached hereto and incorporated herein by this reference ("**South Property**" and together with the North Property, the "**Properties**").

C. The Parties desire to grant a permanent, non-exclusive cross access easement over the identified portions of both the North Property and South Property, more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("**Easement Area**").

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

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is 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. Grant and Purpose of Easement. The Parties hereby give, grant, and convey, unto each other, their successors and assigns, a permanent, non-exclusive, and reciprocal cross access

easement (the "**Easement**") for vehicular and pedestrian access over, on, upon, and across the Easement Area for the purpose of establishing a common access easement for the benefit of the Properties, subject to the terms, conditions, and limitations set forth herein.

3. **Non-Exclusive Easement.** The Parties expressly reserve and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use of the Easement. Unless otherwise provided in this Agreement, neither Party shall construct any buildings, structures, nor other permanent improvements, except for any roadway or other mutually agreed upon structures and/or improvements, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.

4. **Design and Construction of Roadways.** Subject to South Owner's reasonable consideration and implementation of North Owner's comments and suggestions related to the terms and conditions of this Section 4, South Owner has sole control, discretion, and decision-making authority regarding the design and construction activities within the Easement Area. South Owner and North Owner shall meet and use good faith efforts to agree upon an initial bid, prepared by a licensed contractor in good standing in the State of Utah and mutually selected by the parties, for improvements within the Easement Area, which will be subject to any reasonably necessary modifications, following approval by the Parties, encountered during the course of construction of such improvements. Following mutual agreement of the initial bid, North Owner shall be responsible for ninety percent (90%) of the cost to complete the Easement Area improvements and South Owner shall be responsible for ten percent (10%) of the cost to complete the Easement Area Improvements. South Owner agrees to give prompt notice to North Owner of any invoice for design and construction costs. Following receipt of any invoice, North Owner shall have five (5) business days to approve or reasonably deny said invoice(s). If an invoice is reasonably denied, the Parties shall meet and use good faith efforts to resolve the purpose for such denial within five (5) business days of North Owner's denial.

5. **Maintenance.** Subject to South Owner's reasonable consideration and implementation of North Owner's comments and suggestions related to the terms and conditions of this Section 5, South Owner has sole responsibility, control, discretion, and decision-making authority over the management and maintenance of the Easement Area, including any roadways constructed thereon. Notwithstanding the foregoing, in no event shall South Owner's management and maintenance responsibilities, control, discretion, and decisions inhibit or preclude North Owner or its guests, tenants, buyers, renters, or other similarly situated individual from utilizing the Easement Area for the purposes set forth herein. North Owner shall be responsible for ninety percent (90%) and South Owner shall be responsible for ten percent (10%) of the agreed upon costs of the management and maintenance of the Easement Area. South Owner shall bill North Owner monthly for North Owner's prorated share of the management and maintenance costs associated with the Easement Area, and North Owner agrees to make payment of any management and maintenance costs within 5 business days of receipt and approval of the applicable invoice for such costs. If North Owner fails to make payment within 5 business days, South Owner may, after providing notice to and a reasonable period to cure to North Owner, pay such sums as are necessary to ensure the continued management and maintenance of the Easement Area. In such event, North Owner agrees to fully reimburse South Owner for all sums paid by South Owner, including interest and applicable late fees. All sums paid by South Owner shall bear interest from the date expended

at the rate of eighteen percent (18%) per annum until paid or otherwise satisfied in full. In the event that South Owner fails to maintain the Easement Area, the North Owner may enter the Easement Area to take all reasonably necessary measures to repair, maintain, restore, or replace that portion of the Easement Area that has not been maintained. Thereafter, North Owner may submit all invoices to South Owner, for costs associated with North Owner's step-in activities to maintain and/or manage the Easement Area, which payments shall be made within 30 calendar days of receipt and approval of the applicable invoices. All sums paid by North Owner shall bear interest from the date expended at the rate of twelve percent (12%) per annum until paid or otherwise satisfied in full.

6. Environmental Restrictions within the Easement Area. North Owner may not use the Easement Area in any way that conflicts with state or federal environmental laws or any environmental controls, restrictions, monitoring, abatement, removal, remediation, treatment, transportation, or cleanup activities (collectively, "**Environmental Activities**") on the South Property. The Parties acknowledge that the portion of the Easement Area on the North Property may require Environmental Activities to occur thereon. Prior to commencing any Environmental Activity, North Owner will provide notice to South Owner at least two (2) days prior to the commencement of any Environmental Activities. South Owner may enforce any condition, control, or restriction of any environmental covenant or site management plan affecting the Easement Area.

North Owner shall undertake and complete at its expense all Environmental Activities required by the Utah Department of Environmental Quality or other regulatory agency exercising jurisdiction (collectively, "**UDEQ**") to investigate and remediate the contamination in groundwater that has migrated, or is or may be migrating, from the North Property onto the South Property in accordance with all applicable laws and regulations. The Environmental Activities shall include remediation of all contamination to levels approved by UDEQ as sufficiently protective of human health and the environment for unrestricted residential land use.

This Agreement does not obligate South Owner to investigate, abate, monitor or remediate groundwater contamination within the South Property or North Property or to pay for any costs associated with institutional or engineering controls or land use limitations that UDEQ requires for mitigating exposure of human health or the environment to contaminated groundwater.

North Owner shall provide to South Owner copies of all documents and other written information in its possession or control, including but not limited to, groundwater monitoring data, groundwater and soil analytical data and reports submitted by North Owner's environmental consultants to UDEQ or other regulatory agency (collectively, the "**Information**"). Except as required by law or with North Owner's written consent, which consent may not be unreasonably withheld, conditioned or delayed, in no event shall South Owner disclose the Information to any third-party or use the Information to oppose the North Owner's intended use of the North Property. North Owner shall keep South Owner informed of the status and progress of the Environmental Activities by North Owner at least monthly. Additionally, the Parties expressly agree that the obligations of this Section 6 shall expire and be of no further force nor effect upon UDEQ issuing a Voluntary Cleanup Program Certificate of Completion for, and the recording of the same against, the North Property.

7. Easement Access. The Parties hereby expressly agree that the safety of the South Owner and North Owner's guests, tenants, buyers, renters, or other similarly situated individual is paramount to the success of the Properties. Therefore, the Parties shall use commercially reasonable efforts to agree upon costs associated with the installation of mutually agreed upon improvements such as speed bumps or other similar security improvements to secure any roadways constructed within the Easement Area for the protection of the South Owner and North Owner's guests, tenants, buyers, renters, or other similarly situated individual. The Parties shall split the costs of said improvements consistent with the prorations set forth in Sections 4 and 5 herein.

8. Insurance and Indemnification. The Parties expressly agrees to indemnify and save the other Party from any and all liability, damage, expense, causes of action, suits, claims, or judgments (including without limitation, reasonable attorneys' fees) arising in connection with the use of the Easement Area, unless caused by the gross negligence of the non-indemnifying Party. To cover its obligations under this Section 8, each Party shall obtain and carry at all times commercial general liability insurance providing not less than \$1,000,000 in coverage or such greater amount as is customary from time to time for comparable properties in the Salt Lake City, Utah metropolitan area. When appropriate, either Party may elect to have its homeowners association, condominium association, or management company maintain the insurance required herein. At all times the insurance is in effect, each Party shall list the other as an additional insured. All such insurance will be maintained with reputable, financially responsible insurance companies, and each Party, upon request of the other Party, shall furnish such other Party with a certificate of insurance or other evidence of the required insurance.

9. Abandonment; Termination. This Agreement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by the Parties, their successors, or assigns, conveying and abandoning or terminating this Agreement. No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement (but such limitation shall not affect any other right or remedy or limit any obligation that any Party may have under this Agreement by reason of such breach).

10. Warranty of Title and Authority. The Parties warrant that each has full right and lawful authority to make the grant contained herein, and promise and agree to defend the other Party in the exercise of its rights hereunder against any defect in such Party's title to the its respective portion of the Easement Area subject to this Agreement.

11. 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.

12. Binding in Perpetuity. This Agreement is irrevocable and shall bind each Party's respective property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the Parties. The Easement shall be appurtenant to the Properties and shall run with the land.

13. Condemnation. In the event the whole or any part of the areas encumbered by the Easement is taken by right of eminent domain or any similar authority of law (or in lieu of such condemnation or under threat of condemnation), the entire award for the value of the land and improvements so taken shall belong to the owner of that portion of the property so taken. No other Party shall claim any portion of such award by virtue of any interest created by this Agreement; provided, however, any such other Party may file a collateral claim with the condemning authority over and above the value of the land or improvements being so taken to the extent of any damage suffered by such Party resulting from the severance of the area so taken. In the event of a partial taking, the owner of the portion of the property so condemned shall, at its sole discretion, either restore the remaining portion of the area subject to the Easements owned by such Party as nearly as possible to the condition existing just prior to such condemnation or repair the area not taken and landscape any areas left unimproved in an attractive manner, without contribution from any Party of the area not so taken. In all events, the owner of the portion of the property so condemned shall complete the restoration or repair in a manner which will allow the remaining area subject to the Easement to continue to be used for its intended purposes.

14. 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.

15. 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.

16. Attorney Fees. Both Parties expressly agree that in any action arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs thereof.

17. 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.

18. 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.

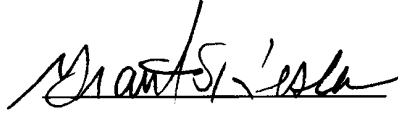
19. Effective Date. The Effective Date of this Agreement shall mean the date listed on the signature page.

[SIGNATURES TO FOLLOW]

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

North Owner

MS Operating Company, LLC,
a Utah limited liability company




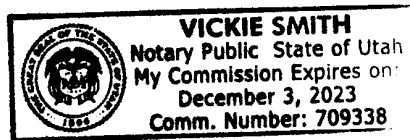
By: GRANT S. KESTER

Its: MANAGER

Date: 26 JANUARY 2021

State of Utah)
 §
County of Davis)

On this 26 day of January, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Grant S Kester, known or identified to me to be the Manager of MS Operating Company, LLC, a Utah limited liability company, that executed the instrument or the person who executed the instrument on behalf of MS Operating Company, LLC, a Utah limited liability company, and acknowledged to me that said entity executed the same.

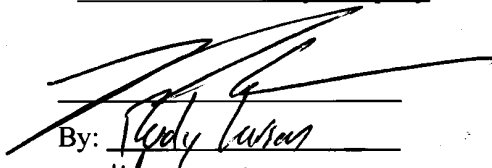

(Notary Public)

(Seal)

[SOUTH OWNER'S SIGNATURE FOLLOWS]

South Owner

Scandia Residential Real Property II, LLC,
a Utah limited liability company



By: Rudy Larsen

Its: Manager

Date: 1/27/2021

State of Utah)
 §
County of DAVIS)

On this 27 day of January, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Rudy Larsen, known or identified to me to be the Manager of Scandia Residential Real Property II, LLC a Utah limited liability Co., that executed the instrument or the person who executed the instrument on behalf of Scandia Residential Real Property II, LLC a Utah limited liability, and acknowledged to me that said entity executed the same.

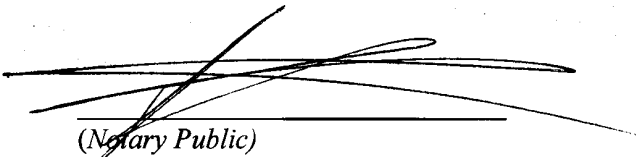
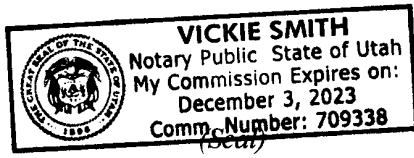

(Notary Public)

EXHIBIT "A"
NORTH PROPERTY

A portion of Parcel No. 15-02-103-001 as graphically depicted below.

DISCLAIMER: THE GRAPHIC DEPICTION BELOW IS ONLY INTENDED AS A REFERENCE FOR THE NORTH PROPERTY BOUNDARY AND ALL EASEMENTS, EXCEPT FOR THE RECIPROCAL CROSS ACCESS EASEMENT CONTEMPLATED HEREIN, ENTRY NUMBER 2082186 IN BOOK 2328 AT PAGE 52 IN FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY IS TO BE REMOVED AND NO LONGER AN EASEMENT ON LOT 1 AND ENCUMBRANCES SHOWN THEREON MAY BE SUBJECT TO CHANGE.

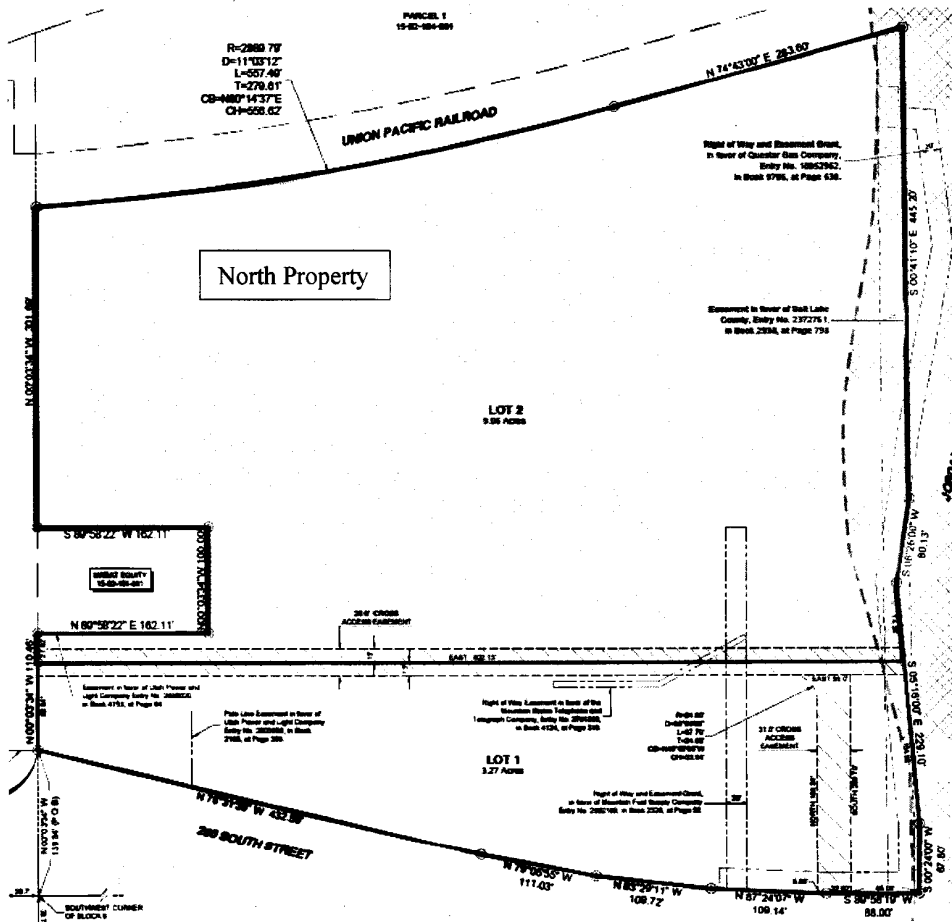


Exhibit "B"
Reciprocal Cross Access Easement

EXHIBIT "B"
SOUTH PROPERTY

A portion of Parcel No. 15-02-103-001 as graphically depicted below.

DISCLAIMER: THE GRAPHIC DEPICTION BELOW IS ONLY INTENDED AS A REFERENCE FOR THE SOUTH PROPERTY BOUNDARY AND ALL EASEMENTS, EXCEPT FOR THE RECIPROCAL CROSS ACCESS EASEMENT CONTEMPLATED HEREIN, ENTRY NUMBER 2082186 IN BOOK 2328 AT PAGE 52 IN FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY IS TO BE REMOVED AND NO LONGER AN EASEMENT ON LOT 1 AND ENCUMBRANCES SHOWN THEREON MAY BE SUBJECT TO CHANGE.

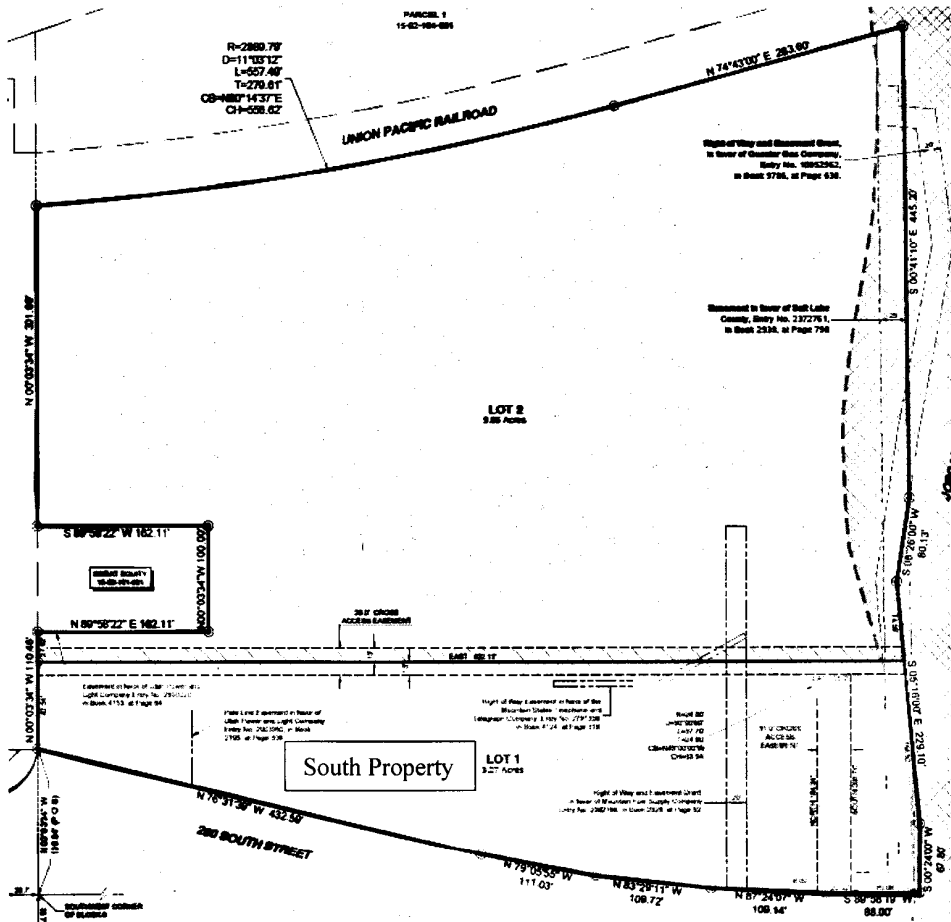


Exhibit "B"
Reciprocal Cross Access Easement

**EXHIBIT "C"
EASEMENT AREA**

Beginning at a point on the west line of Block 6 of Highland Park Addition; said point being North 00°03'34" West, along said west line, 209.08 feet from the Southwest corner of said Block 6; said point also being North 00°03'34" West, along the monument line, 1042.17 feet and North 89°56'26" East, 30.70 feet from a monument located at the intersection of 300 South Street and Navajo Street; and running thence North 00°03'34" West, along said west line of Block 6, 26.00 feet; thence East, 820.94 feet; thence South 05°16'00" East, 26.11 feet; thence West, 52.57 feet; thence South, 208.70 feet to a point on the northerly right of way line of 200 South Street; thence along said northerly right of way line the following two (2) courses: South 89°58'19" West, 22.92 feet; thence North 87°24'07" West, 8.09 feet; thence North, 184.34 feet to a point on a 24.00 foot radius curve to the left; thence 37.70 feet along said curve through a central angle of 90°00'00" (chord bears North 45°00'00" West, 33.94 feet); thence West, 715.74 feet to the point of beginning.

Contains: 27,967 Sq. Ft. (or 0.64 Acres)

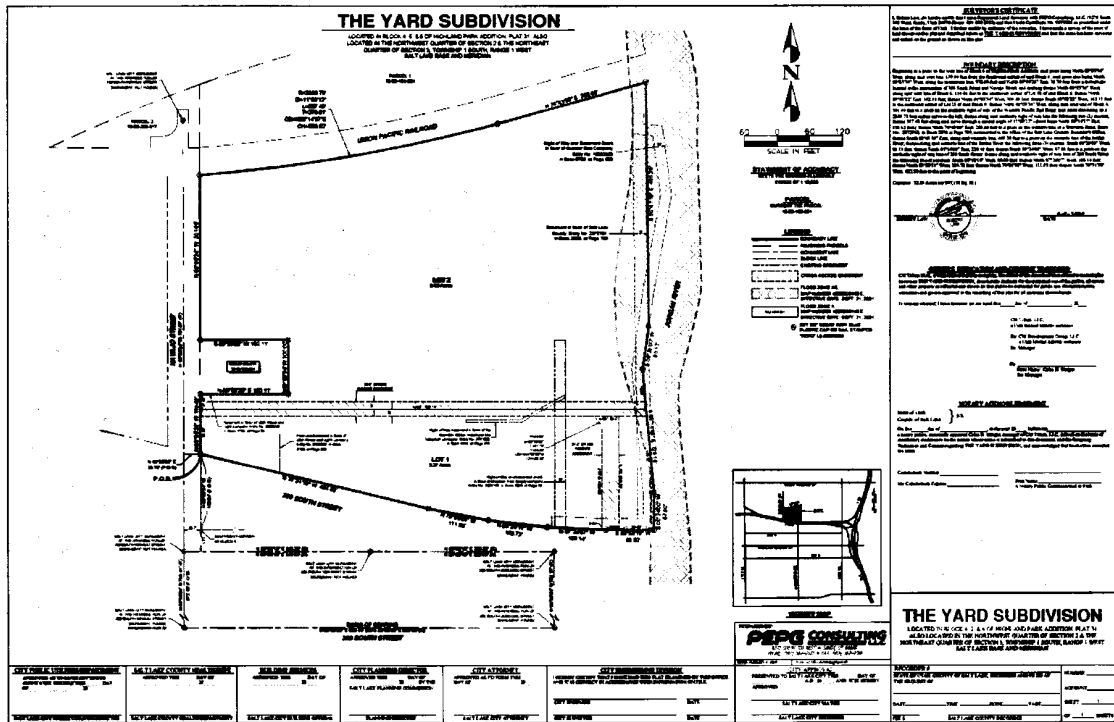


Exhibit "C"
Reciprocal Cross Access Easement