

13997302 B: 11362 P: 8610 Total Pages: 9
08/08/2022 03:59 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

When Recorded, Mail To:

CW The Quinci QOZB, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Tax Parcel Nos.: 15-10-~~27~~³²⁷-001 and 15-10-327-002

(Space Above for Recorder's Use Only)

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date, by and between Dawson Place, LLC, a Utah limited liability company ("**Dawson Place**") and CW The Quinci QOZB, LLC, a Utah limited liability company ("**CW The Quinci**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

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

B. CW The Quinci is the fee simple owner of that certain parcel of real property adjacent to and North of and adjacent to the Dawson Place Property as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Quinci Property**" and together with the Dawson Place Property, the "**Properties**").

C. The Parties desire that CW The Quinci, during improvement of the the Quinci Property, construct a shared drive aisle straddling the boundary line of the Properties for the benefit of each Party and their respective successors, heirs, assigns, guests, invitees, and lessees (the "**Drive Aisle**" or "**Easement Area**"). The Drive Aisle is further described and graphically depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference.

D. The Parties desire to establish their respective rights duties and obligations with respect to the easements as further set forth herein.

AGREEMENT

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 are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and following exhibits are true and correct and are incorporated herein by this reference.

2. Grants of Easement.

a. Construction and Access. Dawson Place hereby gives, grants, and conveys unto CW The Quinci and its successors, assigns, contractors, employees, and any third-party performing construction activities, a non-exclusive access and construction easement (the "***Construction and Access Easement***") on, under, across, through, or over the Dawson Place Property, as described and graphically depicted on **Exhibit "A"**, for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein; provided, however, CW The Quinci's access and construction activities on the Dawson Place Property shall be limited to only the area necessary to complete CW The Quinci's obligations as set forth herein.

b. Post-Construction; Cross-Access and Ongoing Maintenance and Upkeep. The Parties hereby give, grant, and convey unto each other and their respective successors and assigns a permanent, non-exclusive, and reciprocal cross-access easement (the "***Cross-Access Easement***") on, under, across, or over their respective portions of the Drive Aisle, as described and graphically depicted on **Exhibit "B"** attached hereto, for purposes of ingress and egress and ongoing maintenance and general upkeep of the Drive Aisle.

3. Purpose of Easement.

a. Construction and Access. With respect to the Dawson Place Property, CW The Quinci and its successors, assigns, contractors, employees, and any third-party engaged by CW The Quinci shall use the Construction and Access Easement for the purpose of performing horizontal and vertical, as applicable, development activities to construct the Drive Aisle in accordance with the applicable improved construction drawings.

b. Cross-Access, Ongoing Maintenance, and General Upkeep. With respect to the Drive Aisle area, each Party and their respective successors, assigns, contractors, employees, invitees, guests, and licensees shall use the Cross-Access Easement for the purpose of ingress and egress to and from the Properties. Additionally, CW The Quinci and its successors, assigns, contractors, employees, and any third-party engaged by CW The Quinci shall use the Cross-Access Easement for the purpose of maintaining the Drive Aisle in good order and repair so that it can be used by the Parties in accordance with the terms set forth herein.

4. Maintenance. CW The Quinci, or the Quinci Property's owners' association (the "***Association***") will maintain, repair, and replace the Cross-Access Easement area in good operational order and condition and in compliance with all applicable laws and the terms and

conditions of this Agreement, free and clear of any liens and monetary encumbrances. In particular, the Association will maintain the Drive Aisle in good condition, free of potholes and will be responsible for any slurry sealing, resurfacing, and repaving as needed, and free from snow. The Association will perform a reserve analysis related to the future repairs and maintenance of the Drive Aisle and will repair and replace such infrastructure improvements pursuant to the reserve analysis, or as otherwise deemed reasonable, as determined by the Association. If the Association fails to perform its obligations hereunder, and thereafter fails to perform such obligations within thirty (30) days (or as soon as commercially reasonable if such obligation cannot be reasonably completed within said 30-day timeframe) after notice from Dawson Place, then Dawson Place shall have the right to perform the Association's obligations. In such even, the Association will reimburse Dawson Place for the actual costs incurred by Dawson Place (as evidenced by verified copies of invoices and payment receipts) to perform with Association's obligations. Upon taking over the Association's obligations Dawson Place shall complete such obligations within thirty (30) days (or as soon as commercially reasonable if such obligation cannot be reasonably completed within said 30-day timeframe). Upon completion of such obligations by Dawson Place, the Association shall remain responsible for maintenance as set forth herein.

5. Cost of Maintenance. Each Party shall be responsible to pay fifty percent (50%) of the costs associated with maintaining, repairing, and replacing the Cross-Access Easement area in good operational order and condition as set forth in Section 4 above (collectively, the "**Maintenance Costs**"). Dawson Place shall pay directly to the Association (or CW The Quinci if the Association has not overtaken the maintenance obligations as of the first payment date) its portion of the Maintenance Costs. The Parties expressly acknowledge that, as of the date of this Agreement, the Maintenance Costs have not been determined but that the Association will be professionally managed by an individual or entity that will obtain the most cost-effective pricing with respect to the Maintenance Costs. The Maintenance Costs are due and payable on or before the first day of each month. The Maintenance Costs may be increased or decreased on an annual basis based upon the Association's contracts and budgets for the same; provided, however, in the event the Maintenance Costs are reasonably increased by the Association's providers prior to each annual escalation, the Maintenance Costs will automatically increase to offset such increase(s). Prior to Dawson Place being obligated to pay the increased Maintenance Costs, the Association shall provide Dawson Place with an invoice evidencing the increased Maintenance Costs and, thereafter, Dawson Place shall have five (5) business days to object or accept the increased Maintenance Costs. If Dawson Place timely provides a reasonable objection to the increased Maintenance Costs, then Dawson Place and the Association shall meet and use good faith efforts to resolve such objection. In the event Dawson Place fails to respond within said timeframe, the increased Maintenance Costs shall be deemed approved by Dawson Place. Additionally, in the event of any unforeseen damage caused to the Drive Aisle by either Party or their respective guests, tenants, invitees, licensees, or similar third-party visiting either the Dawson Place Property or the Quinci Property, then such damaging Party shall be solely responsible for the cost to repair and return the Drive Aisle to its condition as existed prior to such damage. Further, the Association shall have the right to charge an additional fee to the Parties for the cost of such unforeseen damage.

a. Liens. Any payment of the Maintenance Costs owed and unpaid by the defaulting Party plus interest at the rate of 12% per annum until paid, shall constitute a lien against the defaulting Party's property. Such lien shall attach and take effect upon recordation of a claim of lien in the office of the Salt Lake County Recorder by the non-defaulting Party.

6. Construction Hazards. The Parties on their own behalf and on behalf of their respective successors, assigns, contractors, employees, invitees, guests, and licensees expressly represent, acknowledge, and agree to the following: (i) while the Drive Aisle is being constructed it will be deemed as an active construction site; (ii) construction sites are inherently dangerous and injury and death may occur by failing to follow property rules and procedures when entering thereon including, but not limited to, obtaining the necessary approvals from the constructing Party prior to entry and following all safety requirements of the constructing Party while on or near the construction site; (iii) after receiving written approval from the constructing Party, the entering party agrees to exercise caution when parking, walking, standing, or driving within or adjacent to the construction fence or active construction site (i.e., the Drive Aisle and any adjacent areas on the Properties being utilized to complete the same). For the avoidance of doubt, "**Maintenance Costs**" shall solely mean the costs and expenses actually incurred by the Association to maintain and repair the Drive Aisle and a reasonable reserve fee as determined by a reserve study related to the future repairs of the Drive Aisle and other costs incurred by the Association related to the Drive Aisle maintenance, including, without limitation, any management fee, and any insurance costs. The Maintenance Costs are not an assessment. Dawson's Place is not party of the Quinci Property or the Association and is not subject to its declaration of covenants, conditions, and restrictions.

7. Non-Exclusive Easements. Both the Construction and Access Easement and Cross-Access Easements granted herein are non-exclusive, and each Party reserves unto itself and its successors and assigns, the right to use, pass and repass over and upon the Properties in any manner that is consistent with the purpose of the easements granted herein.

8. Indemnification. The Parties agree 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 the indemnifying Party's, or its successors, assigns, contractors, employees, and any third-party exercising any and all rights, duties, or obligations contained herein; provided, however, that the indemnified Party shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from such indemnified Party's own negligence or the negligence of the indemnified Party's successors, assigns, contractors, employees, or agents.

9. 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.

10. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of the Parties, and their respective successors and assigns, and shall

run with title to the Dawson Place Property, as described on **Exhibit “A”**, and the Drive Aisle area, as described on **Exhibit “B”**, until such time as this Agreement is terminated by a written instrument executed by the Parties and recorded in the Public Records of Salt Lake County, Utah.

11. 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.

12. 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.

13. 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.

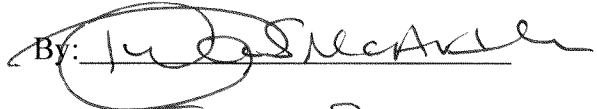
14. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein 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.

15. 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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Dawson Place has executed this Agreement as of the Effective Date.

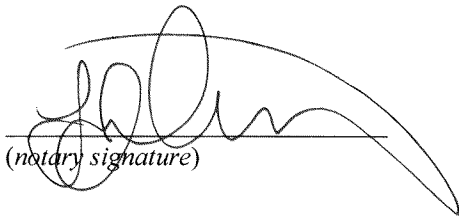
DAWSON PLACE
DAWSON PLACE, LLC,
a Utah limited liability company

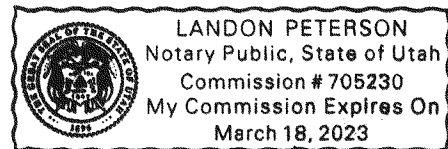
By: 
Name: TYLER S. MCARTHUR
Title: MANAGER
Date: 8-1-22

State of Utah)
 §
County of SALT LAKE)

On this 1 day of AUGUST, 2022, before me personally appeared TYLER MCARTHUR 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 she / he is the MANAGER of DAWSON PLACE, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as MANAGER.

Witness my hand and official seal.


(notary signature)



(seal)

IN WITNESS WHEREOF, the CW The Quinci has executed this Agreement as of the Effective Date.

CW THE QUINCI

CW THE QUINCI QOZB, LLC,
a Utah limited liability company

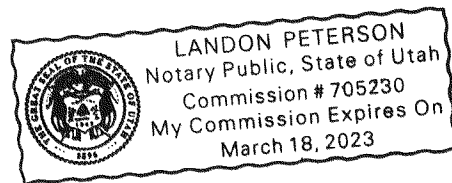
By: *Darlene Carter*
Name: *Darlene Carter*
Title: *Manager*
"Effective Date": *8/1/2022*

State of Utah)
 §
County of Davis)

On this 1 day of AUGUST, 2022, 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 she / he is the MANAGER of CW THE QUINCI, and that the foregoing document was signed by her / him on behalf of said limited liability company in her / his capacity as MANAGER.

Witness my hand and official seal.

[Handwritten Signature]
(notary signature)



(seal)

EXHIBIT "A"
(PROPERTIES)

Parcel Number 15-10-327-002 (for reference purposes only)

BEG N 1320 FT & 50 FT 2 FR SE COR OF SW ¼ OF SEC 10, T1S, R1W, S L M; N 132 FT; W 610 FT; S 132 FT; E 610 FT TO BEG.

Parcel Number 15-10-327-001 (for reference purposes only)

ALL OF PARCEL 15103270010000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°10'02"E 1455.63 FEET AND N89°49'58"W 41.76 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10 (SAID SOUTH QUARTER CORNER OF SECTION 10 BEING S00°10'02"W 5304.16 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 10); THENCE S89°45'13"W 609.99 FEET; THENCE N00°03'08"W 263.81 FEET; THENCE N89°44'48"E 609.99 FEET; THENCE S00°03'08"E 263.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 160,944 SQUARE FEET OR 3.695 ACRES MORE OR LESS.

EXHIBIT "B"
(DRIVE AISLE and EASEMENT AREA)

A Portion of Parcel Numbers 15-10-327-002 and 15-10-327-001 (for reference purposes only)

CW The Quinci Property

THE SOUTHERLY 15 FEET OF PARCEL 15103270010000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 15103270010000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°03'08"W ALONG THE CENTERLINE OF REDWOOD ROAD, 1455.82 FEET AND S89°56'52"W 50.00 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD (SAID MONUMENT BEING S00°03'08"E 3575.90 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD) THENCE S89°45'13"W ALONG THE SOUTHERLY LINE OF SAID PARCEL 15103270010000, 609.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 15103270010000; THENCE N00°03'08"W 15.00 FEET; THENCE N89°45'13"E 609.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE S00°03'08"E 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,150 SQUARE FEET OR 0.210 ACRES MORE OR LESS.

Dawson Place Property

THE NORTHERLY 15 FEET OF PARCEL 15103270020000 BEING PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 15103270020000 WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING N00°03'08"W ALONG THE CENTERLINE OF REDWOOD ROAD, 1455.82 FEET AND S89°56'52"W 50.00 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD (SAID MONUMENT BEING S00°03'08"E 3575.90 FEET FROM A CENTERLINE MONUMENT IN REDWOOD ROAD); THENCE S00°03'08"E ALONG THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, 15.00 FEET; THENCE S89°45'13"W 609.99 FEET; THENCE N00°03'08"W 15.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 15103270020000; THENCE N89°45'13"E 609.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,150 SQUARE FEET OR 0.210 ACRES MORE OR LESS.

