

When Recorded Mail To:
Castlewood Development, Inc.
6900 S. 900 E., Suite 130
Midvale, Utah 84047

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into this 16th day of September 2024 (“**Contract Date**”), by and between CASTLEWOOD-ALTA PARK L.L.C , A Utah Limited Liability Company (“**Lot 1 Owner**”) together with its successors or assigns, and CASTLEWOOD-ALTA PARK L.L.C., A Utah Limited Liability Company (“**Lot 4 Owner**”), together with its successors or assigns.

RECITALS

- A. Lot 1 Owner is the owner of certain real property on which it has or will construct a single-family home and which consists of Lot 1 of Alta Park Subdivision, located in Salt Lake County, Utah and more particularly described in Exhibit A attached hereto (the “**Lot 1 Property**”).
- B. Lot 4 Owner is the owner of certain real property on which it has or will construct a single-family home and which consists of Lot 4 of Alta Park Subdivision, located in Salt Lake County, Utah and more particularly described in Exhibit B attached hereto (the “**Lot 4 Property**”).
- C. Sandy City has requested and Lot 1 Owner and Lot 4 Owner (together referred to as “**Owners**”) desire to provide cross access to the Lot 1 Property and Lot 4 Property.
- D. The Lot 1 Property and the Lot 4 Property each include an approximately 10-foot wide strip, adjacent to each other, that allows access from 1000 East Street (together the “**20-Foot Easement Property**”) more particularly described in Exhibit C attached hereto.
- E. The Owners also desire to provide for the maintenance of the 20-Foot Easement Property.

TERMS

SECTION 1. Easement. Subject to the terms and conditions set forth in this Agreement, Lot 1 Owner hereby grants to Lot 4 Owner a perpetual and irrevocable easement for the use of the area of the 20-Foot Easement Property located on Lot 1, for vehicular and pedestrian general ingress and egress access (hereby referred to as the “**Lot 1 Easement Premises**”). The Lot 4 Owner hereby grants to Lot 1 Owner a perpetual and irrevocable easement for the use of the area of the 20-Foot Easement Property located on Lot 4, for vehicular and pedestrian general ingress and egress access (hereby referred to as the “**Lot 4 Easement Premises**”).

SECTION 2. Easement for Utility Lines. The Owners, and each of them, hereby grant and convey to one another, for their joint and non-exclusive use, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of utility pipes, lines, wires, conduits and related facilities, under, through and across owners property located within the 20-Foot Easement Property. The Owners shall coordinate with each other in good faith regarding the locations of utility lines and facilities, which shall be reasonably located so as to minimize adverse impacts on existing improvements. If the rights provided for in this Paragraph are exercised, the Owner exercising such rights shall pay all costs involved with such exercise and, at such Owner's sole cost, promptly restore to their previous condition any improvements which may be damaged as a result of such exercise, and shall provide as-built plans for all such facilities to the other Owner upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same. Each utility pipe, line, wire, conduit and related facility located within the 20-Foot Easement Property shall be located underground except for such facilities as are required to be above ground by the provider that is providing such service. Each Owner, as grantee, assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur on another Owner's property in connection with such grantee's exercise of its rights set forth herein. Each Owner, as grantee, shall indemnify, defend and hold each other Owner, as applicable, harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to such grantee's exercise of its rights hereunder, unless due to such other Owner's gross negligence or willful misconduct.

SECTION 3. Use and Operations of Easement Premises. The Lot 1 Easement Premises and the Lot 4 Easement Premises shall be used by the parties solely for general vehicular and pedestrian ingress and egress access of owners, tenants, invitees or temporary visitors.

SECTION 4 Maintenance. Each Owner shall be responsible, at its own cost, for maintaining the 20-Foot Easement Property on its property, in a reasonably clean, safe, orderly and good condition, including, without limitation, removing snow and ice, and performing any and all other duties as are reasonably necessary in connection therewith. Notwithstanding anything to the contrary herein, if any area of the 20-Foot Easement Property, belonging to an Owner, is materially damaged by the other Owner, such other Owner shall be responsible, at its cost, for repairing or replacing such damaged improvements.

SECTION 5. Covenant Running with Land. This Agreement shall constitute a covenant running with the land and shall be binding upon the parties and each party's successors and assigns, and the provisions hereof shall be specifically enforceable against each party while it is the owner of the property, and thereafter its successors and assigns, regardless of whether such parties have actual notice of the provisions hereof.

SECTION 6. Amendment. Except as otherwise provided herein, no amendment, modification or termination of this Agreement shall be binding unless executed in writing by the parties.

SECTION 7. Attorneys Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year above written.

LOT 1 OWNER

CASTLEWOOD-ALTA PARK, LLC

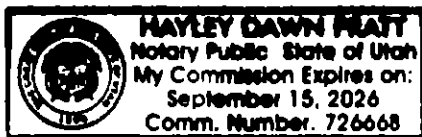
By: Jeffrey A. Duke

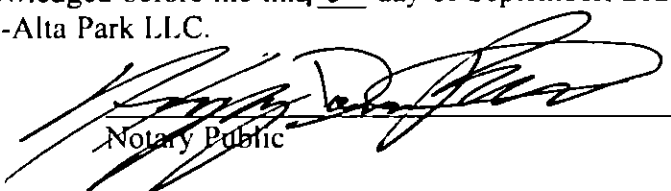
Its: Manager

By: 
Jeffrey A. Duke, Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of September, 2024 by Jeffrey A. Duke, Manager of Castlewood-Alta Park LLC.





Notary Public

LOT 4 OWNER

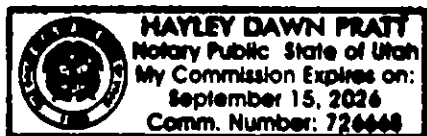
CASTLEWOOD-ALTA PARK, LLC

By: Jeffrey A. Duke
Its Manager

By: 
Jeffrey A. Duke, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16TH day of September, 2024 by Jeffrey A. Duke, Manager of Castlewood-Alta Park, LLC.



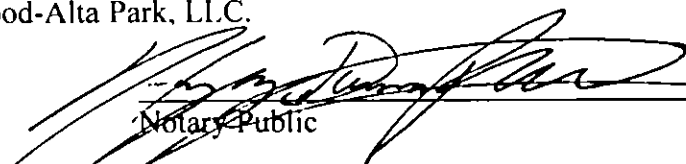

Notary Public

EXHIBIT A
to
Access Easement and Maintenance Agreement

Lot 1 Property

ALL OF LOT 1, ALTA PARK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN
THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

EXHIBIT B
to
Access Easement and Maintenance Agreement

Lot 4 Property

ALL OF LOT 4, ALTA PARK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN
THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

EXHIBIT C
to
Access Easement and Maintenance Agreement

20-Foot Easement Property

A 20-FOOT-WIDE PRIVATE ACCESS AND UTILITY EASEMENT BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SANDY CITY, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 1000 EAST STREET, SAID POINT BEING 1248.92 FEET SOUTH 00°07'30" EAST ALONG THE QUARTER SECTION LINE AND 41.00 FEET NORTH 90°00'00" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 20; RUNNING THENCE SOUTH 00°07'30" EAST, 20.00 FEET, THENCE NORTH 89°53'54" WEST, 128.28 FEET, THENCE NORTH 00°06'06" EAST, 20.00 FEET; THENCE SOUTH 89°53'54" EAST, 128.20 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 2,565 SQ. FT. OR 0.059 ACRES, MORE OR LESS

BASIS OF BEARINGS:

BASIS OF BEARING IS ASSUMED SOUTH 0°07'30" EAST BETWEEN THE NORTH QUARTER CORNER MONUMENTED BY A FOUND STANDARD 2.5" FLAT BRASS CAP AND CENTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, MONUMENTED BY A FOUND STANDARD 2.5" FLAT BRASS CAP SALT LAKE BASE AND MERIDIAN.