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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKWORTH COMPANIES
4655 SOUTH 2300 EAST
STE 205
HOLLADAY UT 84117
BY: JLA, DEPUTY - WI 5 P.

When recorded return to:

Midvale Creekview Borrower, LLC
c/o Rockworth Companies
4655 South 2300 East, Suite 205
Holladay, UT 84117

Parcel No. 22-29-130-025-0000

**AGREEMENT FOR
A FUTURE
CROSS-ACCESS EASEMENT**

This Agreement is entered into this 6th day of August, 2021 between the Utah Department of Transportation ("UDOT") and Midvale Creekview Borrower, LLC ("Property Owner").

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 960 E. North Union Avenue in City of Midvale, County of Salt Lake, State of Utah, and legally described as follows (the "Property"):

[SEE EXHIBIT A ATTACHED HERETO]

WHEREAS, as a condition of this access approval, UDOT is requiring Property Owner to agree to enter into a future cross-access easement on its property to allow for ingress and egress between the Property and the adjacent property located at 7213 South 900 East, Midvale, UT 84047 (the "Adjoining Property");

WHEREAS, the purpose of the easement is to allow traffic flow between the Property and the Adjoining Property in one access and onto State Route 71 (900 East) so as to relieve congestion and to create less traffic hazards;

WHEREAS, at this time, the owner of the Adjoining Property is not seeking access approval and is unwilling to enter into a mutual cross-access easement with Property Owner for the benefit of the Property and the Adjoining Property at this time. It is anticipated that when the Adjoining Property is improved so as to require access approval, UDOT will require that a similar cross-access easement be entered into to connect the two (2) properties;

WHEREAS, Exhibit B is a site plan showing the approximate location of the future cross-access easement area; and

WHEREAS, as required by UDOT, Property Owner agrees to grant a cross-access easement for the benefit of the Adjoining Property, subject to the terms and conditions in this Agreement; and

AGREEMENT

Now therefore it is hereby agreed as follows:

1. In fulfillment of the requirements imposed as a condition of access approval, Property Owner agrees, in the future and upon demand by UDOT, to grant a cross-access easement for the benefit of the Adjoining Property, subject to the owner of the Adjoining Property likewise granting a similar cross-access easement over the Adjoining Property for the benefit of the Property.
2. At such time as the Adjoining Property owner desires access, Property Owner agrees to enter into the cross-access agreement and to execute all necessary documents to create the cross-access easement; *provided, however*, that in the event the Property loses otherwise available parking spaces as a result of the cross-access easement, the cross-access easement agreement will require that the Adjoining Property owner grant a parking easement for the benefit of the Property, granting the owners, occupants, guests and invitees of the Property the right to use not less than the number of parking spaces on the Adjoining Property that are lost as a result of the cross-access easement.
3. The easements to be created shall burden and benefit the parcels. The easements shall run with the land and shall be binding on and shall inure to the benefit of the property owners, their respective heirs, successors or assigns.
4. The easements to be created shall continue until expressly terminated by written agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify the easements to be created shall be approved in writing by UDOT.
5. Property Owner agrees to make the necessary improvements to its property to allow the ingress and egress as set forth in the cross-access easement agreement within a reasonable time after the execution of the cross-access easement agreement.
6. Property Owner agrees to maintain the easement area that will be located in its property in a reasonable manner and at its sole expense in accordance with the terms and conditions in the cross-access easement agreement.
7. Any violation or breach of this Agreement shall be considered a breach of the access permit, and UDOT shall have the authority to enforce this Agreement in any manner permitted by law.
8. This Agreement to create a cross-access easement shall be recorded with the Salt Lake County Recorder's Office.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date first above written.

MIDVALE CREEKVIEW BORROWER, LLC,
a Delaware limited liability company

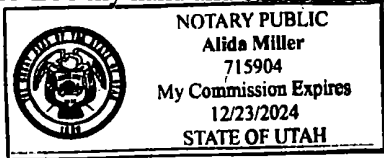
By: [Signature]
Name: Adam Davis
Title: Authorized Representative

By: [Signature]
Name: Tom Henriod
Title: Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 10th day of October, 2021, before me, a notary public, personally appeared Adam Davis, who being by me duly sworn did say that he is the Authorized Representative of Midvale Creekview Borrower, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of the said limited liability company.

WITNESS my hand and official seal.

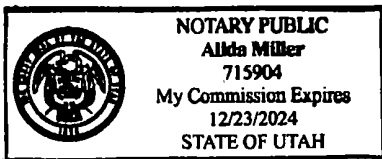


[Signature]
NOTARY PUBLIC
My Commission Expires:
12/23/2024

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 10th day of October, 2021, before me, a notary public, personally appeared Tom Henriod, who being by me duly sworn did say that he is the Authorized Representative of Midvale Creekview Borrower, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of the said limited liability company.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC
My Commission Expires:
12/23/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situate within the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point on the East line of 900 East Street, per that certain Warranty Deed conveyed to the Utah Department of Transportation (UDOT), Recorded June 12, 1972 as Entry No. 2462515, on file with the Salt Lake County Recorder's office, said point being South 66°14'47" East, along the South Union Avenue centerline, a distance of 64.71 feet, and North 23°45'13" East, perpendicular to said centerline, a distance of 33.00 feet, from the monument at the intersection of South Union Avenue and 900 East Street, (Basis of Bearing being South 69°34'15" East, between monuments found at 900 East and 1000 East Streets) said point of beginning also being East, a distance of 1771.37 feet and South, a distance of 1436.43 feet, from the Northwest corner of said Section 29 and running thence North 00°10'59" East, along the East right-of-way line of said 900 East Street, a distance of 226.79 feet, to the South line of parcel described in Entry No. 7735662; thence South 88°19'41" East, along said South line, a distance of 87.69 feet, to the Southeast corner thereof; thence South 01°00'00" West, along the West line of parcel described in Entry No. 5477935, a distance of 79.89 feet, to the Southwest corner thereof; thence South 81°00'00" East, along the South line of said parcel, a distance of 55.56 feet, to the Southeast corner thereof; thence North 10°53'16" East, along the East line of said parcel and line retraced per Record of Survey S2004-12-1151, a distance of 215.28 feet, to a point in the Southerly line of North Union Avenue, said point being 33.00 feet perpendicularly distant to the centerline of said North Union Avenue; thence South 71°59'14" East, along the said Southerly line, a distance of 392.38 feet, to a point in the Northwesterly line of the East Jordan Canal (66.00 feet wide), per Judgment of Condemnation, recorded April 27, 1923 in Book 11-T at Page 183; thence Southwesterly along the arc of a 444.80 foot radius non-tangent curve to the right, through a central angle of 20°14'23", a distance of 157.13 feet, subtended by a long chord bearing South 32°24'51" West, a distance of 156.31 feet, to a point of tangency; thence South 42°32'03" West, continuing along said Northwesterly line of East Jordan Canal, a distance of 279.41 feet, to a point on the Northerly line of South Union Avenue, said point being 40.00 feet perpendicularly distant to the centerline thereof; thence along the said Northerly line of South Union Avenue, the following four (4) courses: (1) North 70°03'40" West, a distance of 65.71 feet; (2) North 66°14'48" West, a distance of 90.89 feet; (3) South 06°30'39" West, a distance of 7.33 feet; (4) North 66°14'47" West, a distance of 149.89 feet, to the point of beginning. (aka Creek View Apartments - Consolidated Description)

EXHIBIT B

