12610579 9/5/2017 3:43:00 PM \$49.00 Book - 10595 Pg - 6485-6502 ADAM GARDINER Recorder, Salt Lake County, UT ALLEN MORTGAGE, LLC BY: eCASH, DEPUTY - EF 18 P.

When Recorded Return to: Allen Zitting PO Box 3414 Centennial Park, AZ 86021

DECLARATION OF CROSS ACCESS, PARKING AND DRAINAGE EASEMENTS

This Declaration of Cross Access, Parking and Drainage Easements ("Declaration") is made this 25 day of May, 2017, by 7525 Union Park, LLC ("Declarant").

RECITALS

A. Declarant is the owner of two parcels of real property located in Salt Lake County, Utah, otherwise described as:

See Exhibit A attached hereto

Designated herein as "Lot 6" and "Lot 7" (and jointly as "Parcels"), which Parcels are depicted on the plat map, attached as Exhibit A. As used herein, the term "Owner" shall mean the record owner, successors and/or assigns, of fee simple title in and to either Parcel;

- B. Declarant contemplates the installation of improvements on Lot 6 as illustrated on Exhibit B, subject only to changes agreed to in writing by Owners;
- C. Sandy City has designated a specific number of parking stalls for each Parcel, which designation requires the sharing of parking facilities between the Parcels as provided herein;
- D. Both Parcels share a storm drain outflow pipe. In order to accommodate outflow following the construction of improvements (as shown on Exhibit B), Owner intends to install additional inlets and infrastructure to accommodate runoff as provided herein;
- E. Both Parcels share a single dumpster for garbage disposal, and it is Declarants' intent to provide for joint use and maintenance of garbage disposal facilities required by both Parcels as provided herein;
- F. This Declaration is entered into by the owner of both parcels for just and fair consideration, which is hereby acknowledged.

G. Declarant desires to create, grant, and reserve for the benefit of each Parcel reciprocal easements and other rights as set out below for ingress and egress, parking, and for the passage of water runoff, and for the collection of garbage, all as more fully set forth in this Declaration.

DECLARATION

- 1. **GRANT AND RESERVATION OF EASEMENTS**. Declarant, as the owner of both Parcels, hereby declares, creates, reserves, and grants the following easements, for the benefit of each Parcel, and subjects each Parcel thereto:
- 1.1 <u>Access Easements</u>. A perpetual, non-exclusive easement on each of the Parcels for ingress and egress by vehicular and pedestrian traffic over and across the ingress and egress access lanes, drive aisles, sidewalks and parking areas located on each Parcel, as such access lanes, drive aisles, and parking areas may be changed from time to time.
- 1.2 Parking Easements. A perpetual, non-exclusive easement for parking on the parking areas of each Parcel, as such parking areas may be changed from time to time; provided, however, that (a) each Parcel shall be entitled to sufficient parking hereunder to accommodate four stalls per 1,000 square feet of gross building size, entitling Lot 6 (following buildout as illustrated on Exhibit B) to 48 stalls total, and Lot 7 to 18 stalls total. (b) at no time shall the patrons of either Parcel use more parking stalls than the number allocated to them in accordance with the above; and
- 1.3 <u>Easements for Storm Water Runoff</u>. A perpetual, non-exclusive easement for the passage of water runoff from both Parcels to Lot 7 for conveyance to and through the existing storm drain outflow pipe as shown on Exhibit B; provided, however, that the Owner of Lot 6 installs additional inlets and infrastructure as illustrated on Exhibit B, at that Owner's own expense.
- 1.4 <u>Easement for Construction and Future Improvements</u>. A perpetual, non-exclusive easement over both Parcels for the development and construction on Lot 6 and future improvements of both Parcels, provided the owner that is installing the improvements does it in a reasonable amount of time and restore the area after construction.
- 2. <u>Development of Lot 6.</u> The development of Lot 6 modifies both lots. Owner of Lot 6 agrees to install, at his own expense, the improvements on Lot 6 and 7, as they are shown on the approved Site Plan included herein as Exhibit B, unless changes are agreed to, in writing, by owners of both Lots. Owner of Lot 6 is also responsible for any fees, impact fees, bonding or offsite work needed to develop Lot 6.
- 3. GARBAGE DISPOSAL. The Owner of Lot 6, incident to the buildout thereof as illustrated on Exhibit B, agrees to construct and install improvements needed for dumpster

location and maintenance of the dumpster as illustrated on Exhibit B. The Owner of Lot 6 shall be responsible for initial buildout at its own expense; the Owners of both Parcels will thereafter agree to share equally in the delivery, removal, monthly fee and emptying costs of the dumpster in perpetuity.

- 4. STORM DRAIN. Owner of Lot 7 agrees to accept the storm water from Lot 6 into the existing Strom Drain pipe on Lot 7, provided the Owner of Lot 6 installs the improvements according to Sandy City requirements, as approved on the Site Plan attached as Exhibit B.
- 5. **SNOW REMOVAL**. Owners of the Parcels agree to share the cost for snow removal from the parking areas on an equal basis.
- 6. USE. The foregoing easements are granted for the benefit of the Owners, their successors and assigns, their respective tenants, guests, customers, and other invitees for the purpose of facilitating, parking and access on, in and to the Parcels in connection with the commercial uses thereof.
- 7. CHANGES TO THE EASEMENT AREAS. Declarant reserves to the Owner of each Parcel (and the easements granted herein are subject to) the right to (a) change the location of access lanes, drive aisles, and parking areas on such Owner's Parcel from time to time at such Owner's sole discretion; provided, however, that such changes shall not result in a decrease in the overall parking spaces located on the Parcel, block vehicular or pedestrian access to or from any other Parcel, or prevent the passage of surface water runoff or the drainage of such runoff into the canals, storm water drains, or other surface water collection points or facilities into which such surface water drains as of the date of this Agreement. Neither owner of the Lots can claim prescriptive easement.
- 8. MAINTENANCE OF ACCESS EASEMENT AREAS. Subject to Section 5, above, each Owner shall maintain any access and parking easement area located on its property in good, clean condition and repair. Such maintenance shall include, without limitation, (a) the regular and timely removal of all garbage, debris, and refuse; (b) the timely removal of ice, snow, and standing water; and (c) maintaining, repairing, repainting and resurfacing all paved surfaces when necessary, with the type of surfacing materials used in the Parcels as of the date hereof, or a substitute material equal thereto in quality, appearance, and durability.

9. INDEMNIFICATION AND INSURANCE.

9.1 Indemnification. The Owner of each Parcel, as the grantee of the easements granted herein ("Indemnitor") shall indemnify, defend and hold harmless each other Owner, as the grantor of such easements, as well as such grantor's agents, contractors and employees ("Indemnitee") from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property, unless caused by the willful or negligent act or omission

of the Indemnitee (i) occurring on the Indemnitor's Parcel; (ii) arising from the use of the Indemnitee's Parcel and/or the easement area by the Indemnitor or any of its tenants, licensees, invitees, customers, agents or employees; and (iii) any negligence or willful misconduct or omission of Indemnitor or any of its tenants, licensees, invitees, customers, agents or employees.

9.2 Insurance. The Owner of each Parcel shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Section 9 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the state in which the Parcels are located. The limits of liability of all such insurance shall be reasonable for the value of the property and customary for this type of coverage.

10. MISCELLANEOUS.

- 10.1 Runs with the Land; Successors and Assigns. The provisions of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Owners and their respect successors and assigns.
- Modification and Termination. This Declaration may not be modified or terminated, in whole or in part, except with the consent of the Owners, and then only by written instrument duly executed and acknowledged by the Owners and recorded in the office of the recorder of the county in which Parcels are located.
- 10.3 Not a Public Dedication; No Third Party Beneficiaries. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person other than the Owners.
- 10.4 Attorney's Fees. In the event any party initiates or defends any legal action or proceeding arising out of or related to this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding.
- 10.5 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

- 10.6 **Not a Partnership**. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Owners.
- 10.7 **Entire Agreement**. This Declaration contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Party.
- Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein. This Declaration shall be governed by and constructed and enforced in accordance with the internal laws of the State of Utah.
- 10.9 **Exhibits and Schedules.** All Exhibits and Schedules are considered an integral part of this Declaration and are hereby incorporated herein and this Declaration shall not be considered executed and/or complete until and unless they shall be attached hereto.

[Signature Page Follows]

DECLARANT: Owner of Lot 7 and Lot 6

7525 Union Park, LLC

Bv:

Allen Zitting, Managing Member

SUBSCRIBED AND SWORN TO before me, this 28 day of Aug., 2017.

LEONA J KNUDSON
Notary Public, State of Arizona
Mohave County
My Commission Expires
March 02, 2019

Notary Public

Exhibit A

Parcel 1:

Lot 7, OVERLOOK AT UNION POINT LOT 3A AMENDED, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID: 22-29-427-024

Parcel 2:

Lot 6, OVERLOOK AT UNION POINT LOT 3A AMENDED, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID: 22-29-427-023

Parcel 1 and 2, above, were created by the subdivision plat recorded in the Salt Lake County Recorder's office on June 6th, 2016 at record number 12295639. A copy of which is attached hereto. Before subdivision the legal description was:

PARCEL 1:

LOT 3A, OVERLOOK AT UNION POINT LOT 3 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN BOOK 2001P OF PLATS, AT PAGE 227 OF OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

LESS AND EXCEPTING THAT PROPERTY AS DISCLOSED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED OCTOBER 06, 2005, AS ENTRY NO. 9515042, IN BOOK 9199, AT PAGE 8239.

A PART OF LOT 3A, OVERLOOK AT UNION POINT LOT 3 AMENDED, (FORMERLY LOT 3, OVERLOOK AT UNION POINT) A SUBDIVISION IN SANDY CITY, SALT LAKE COUNTY, UTAH, WITHIN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 3A AND RUNNING THENCE SOUTH No. 041-5676170 40°00′00" WEST 38.86 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, THENCE NORTH 50°00′51" WEST 15.44; THENCE SOUTH 39°59′09" WEST 13.86 FEET TO THE BACK OR NORTHEASTERLY SIDE OF THE EXISTING CONCRETE CURB AND GUTTER; THENCE NORTH 50°00′51" WEST 108.56 FEET ALONG THE BACK OF SAID CURB AND GUTTER AND SAID LINE EXTENDED TO THE NORTHWESTERLY LINE OF SAID LOT 3A; THENCE NORTH 40°00′00" EAST 40.20 FEET ALONG SAID NORTHWESTERLY LINE TO THE MOST NORTHERLY CORNER OF SAID LOT 3A; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3A THE FOLLOWING TWO COURSES: SOUTHEASTERLY ALONG THE ARC OF A 416.06 FOOT RADIUS CURVE TO THE LEFT A

DISTANCE OF 41.52 FEET (CENTRAL ANGLE EQUALS 5°43'04" AND LONG CHORD BEARS SOUTH 53°52'28" EAST 41.50 FEET) TO A POINT OF TANGENCY, AND SOUTH 56°44'00" EAST 83.17 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL 1, CREATED BY THAT CERTAIN DECLARATION OF RECIPROCAL ACCESS EASEMENT RECORDED AUGUST 23, 2001, AS ENTRY NO. 7983531, IN BOOK 8492, AT PAGE 5511 OF OFFICIAL RECORDS, WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEING 14.0 FEET WIDE ON THE NORTHWESTERLY SIDE AND 10.0 FEET ON THE SOUTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED PORTION OF THE LOT LINE BETWEEN LOTS 3A AND 3B OF OVERLOOK AT UNION POINT LOT 3 AMENDED, A SUBDIVISION FILED IN BOOK 2001P OF PLATS, AT PAGE 227 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF A NORTH-SOUTH CROSS ACCESS ROAD, SAID POINT BEING EAST 1123.850 FEET AND SOUTH 56.218 FEET AND SOUTHEASTERLY ALONG THE ARC OF A 1001.690 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 76°21′57" EAST) THROUGH A CENTRAL ANGLE OF 47°40′43" A DISTANCE OF 833.55 FEET AND NORTH 55°57′21" EAST 50.00 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 55°57′21" EAST 15.00 FEET; THENCE NORTH 40°00′00" EAST 181.81 FEET.

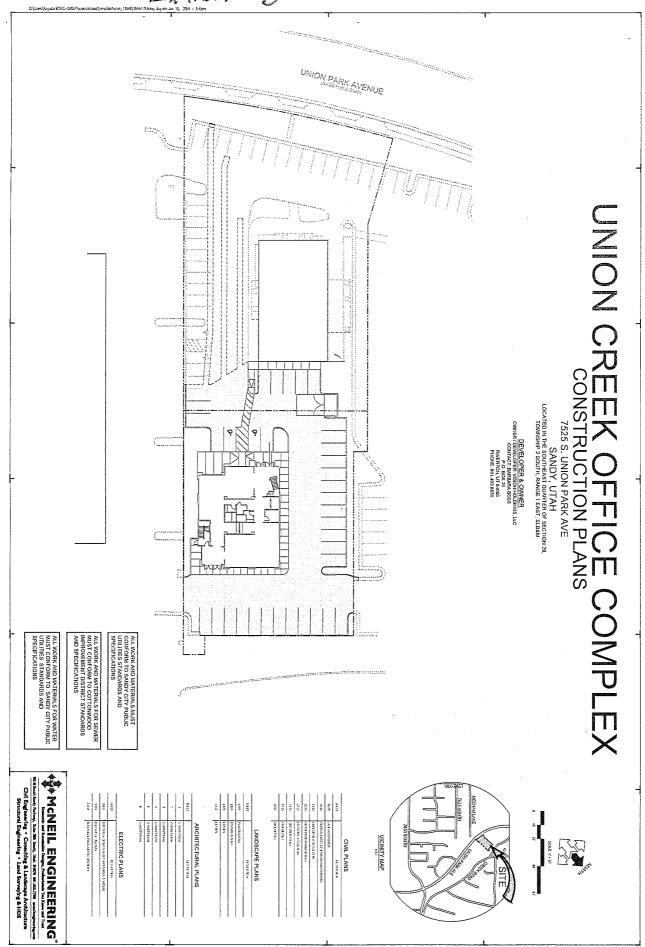
PARCEL 1B:

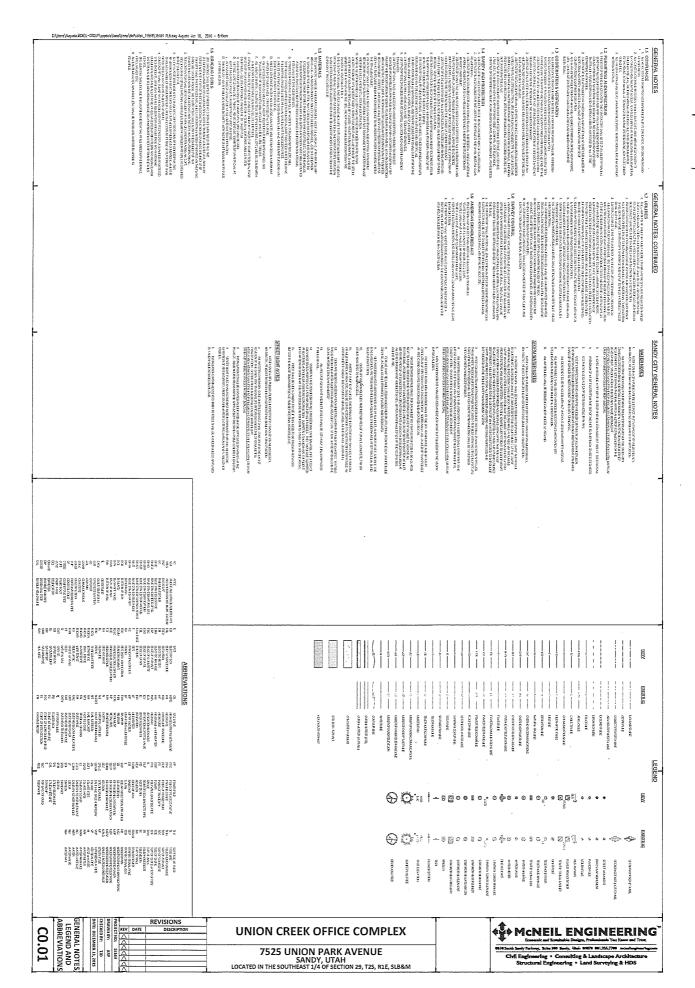
TOGETHER WITH A COMMON EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY THAT CERTAIN DECLARATION OF RECIPROCAL ACCESS EASEMENT RECORDED AUGUST 23, 2001, AS ENTRY NO. 7983531, IN BOOK 8492, AT PAGE 5511.

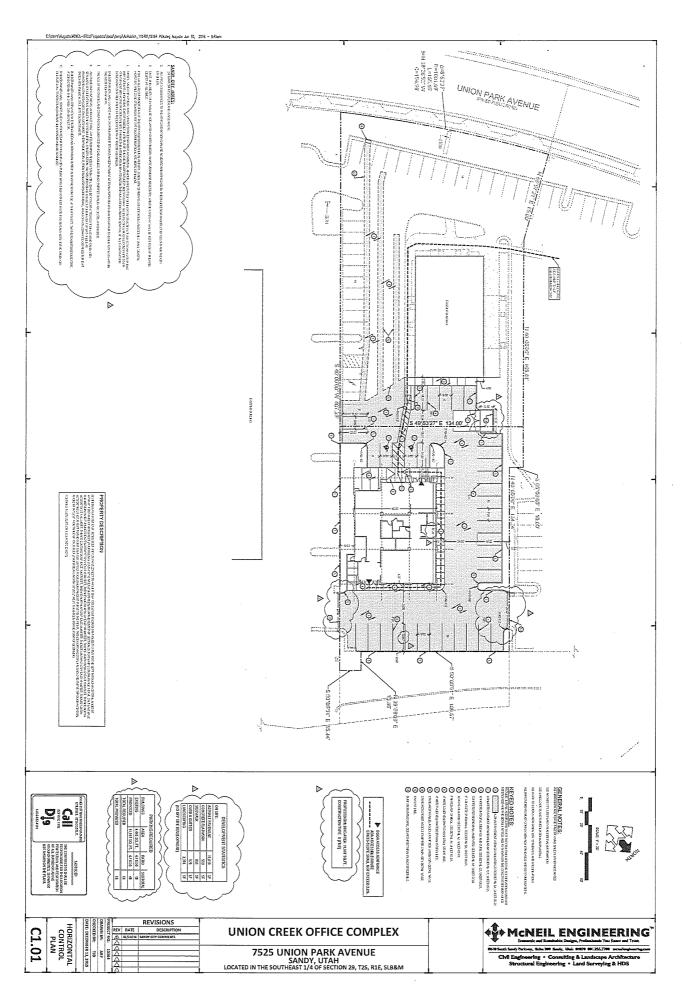
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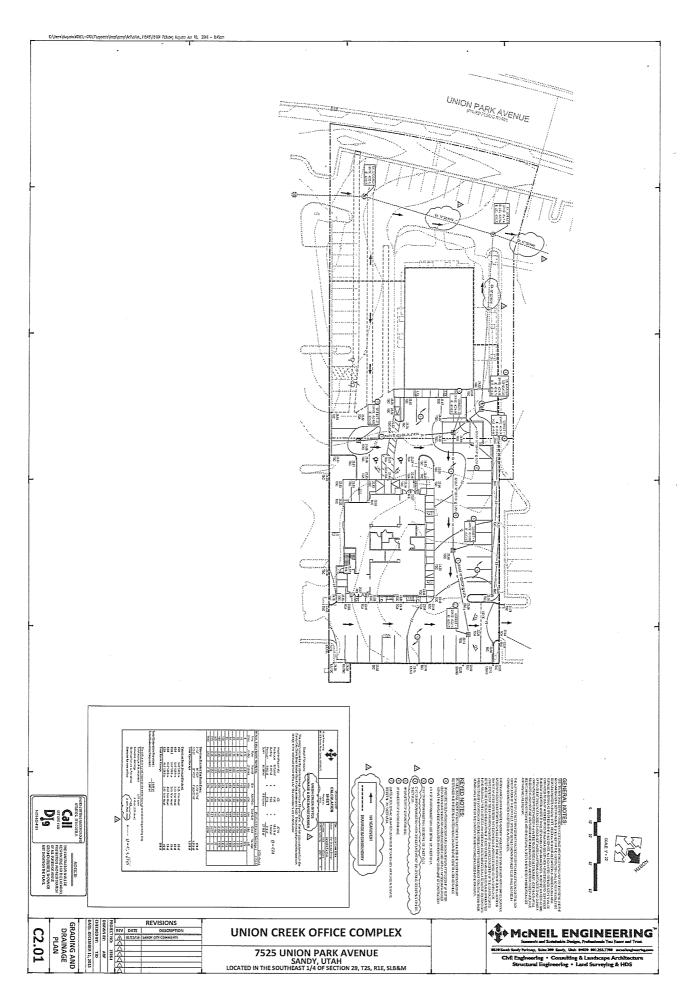
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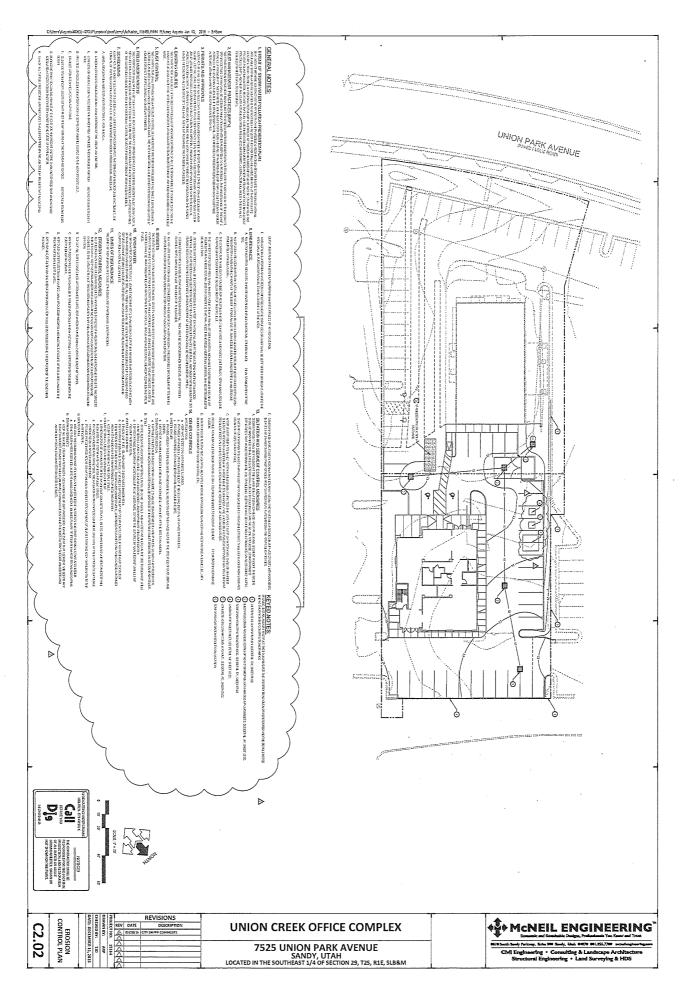
Exhibit B

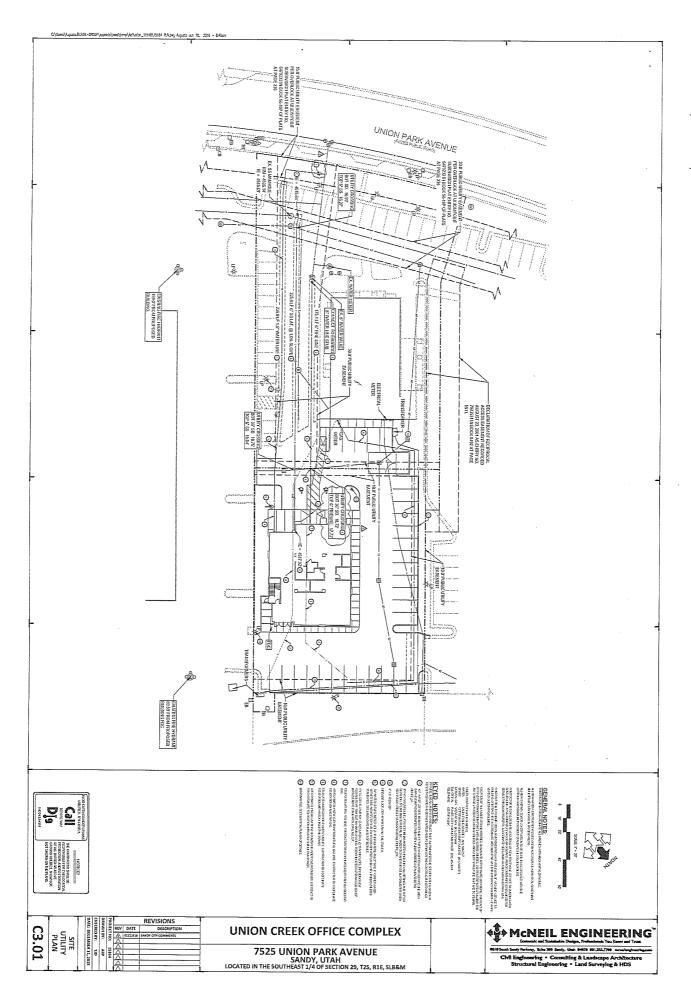


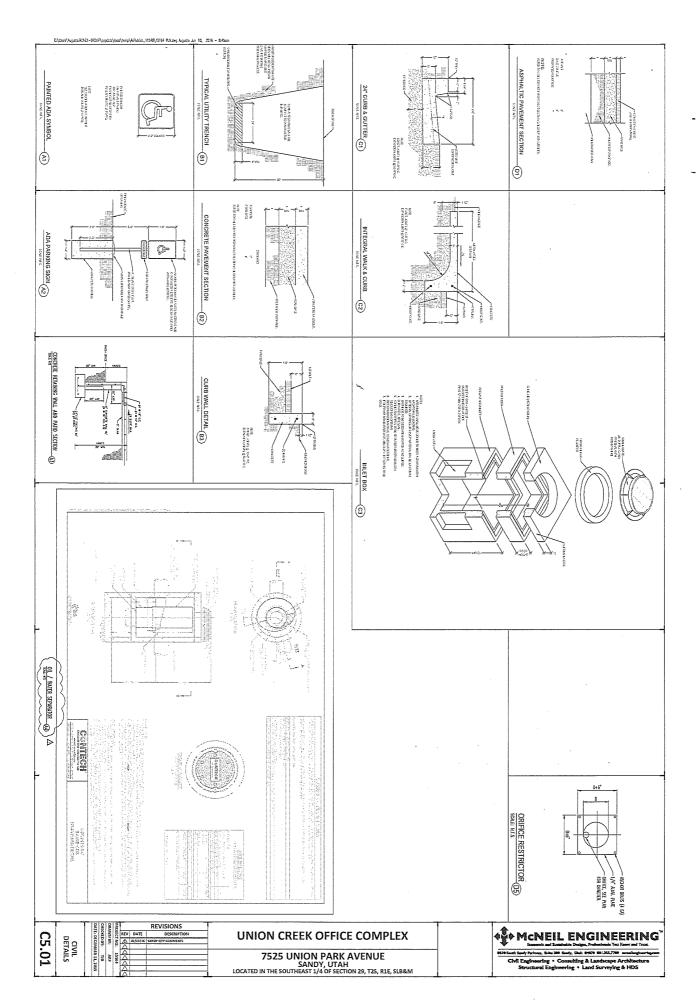


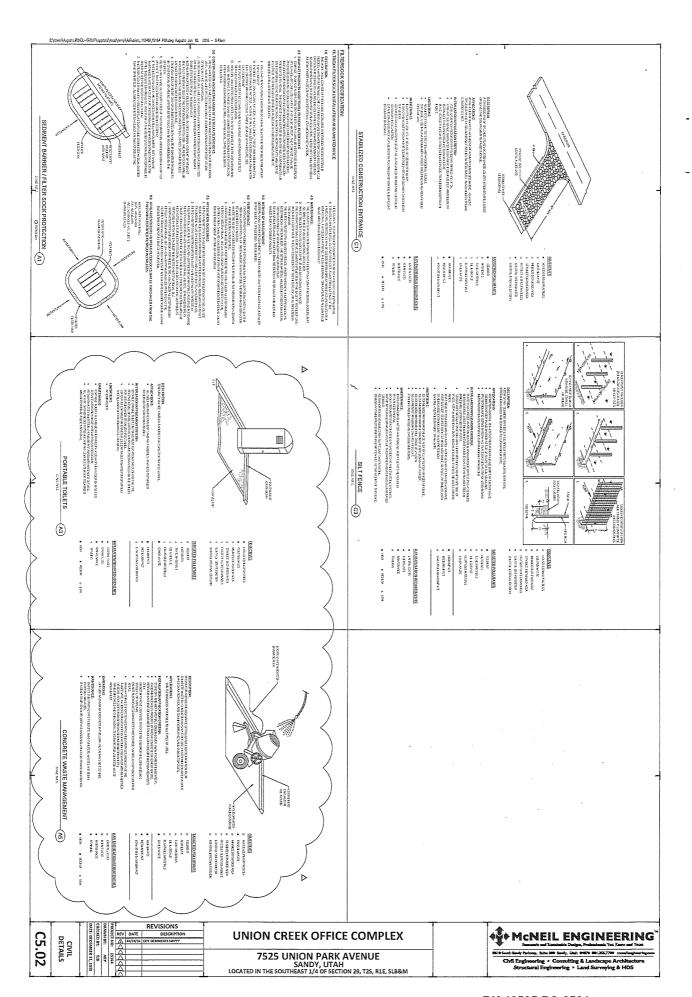
















	ADA ACCESSIBL ROUTE EXHIBIT	P.	CHECKED BY:	DRAWN BY:	PROJECT NO:	REVISIONS		
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UNION CREEK OFFICE COMPLEX

7525 UNION PARK AVENUE
SANDY, UTAH
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 29, T25, R1E, SLB&M

MCNEIL ENGINEERING

State South South Seed of Trace

State South Seed of Trace

Civil Engineering - Consulting & Landscape Architecture

Structural Engineering - Land Surveying & HOS