

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

AOS Apartments, LLC
1963 S 1200 E STE 106
Salt Lake City, UT 84105
Attn: Ned Skanchy

13465519
11/18/2020 9:03:00 AM \$40.00
Book - 11062 Pg - 8681-8688
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

CROSS ACCESS AND DRAINAGE EASEMENT

This Cross Access and Drainage Easement (this "Easement") is made this 13th day of November 2020 by and between AOS Apartments, LLC, a Utah limited liability company ("AOS") and J&J Huang, LLC, a Utah limited liability company ("Huang").

RECITALS

A. WHEREAS AOS is the owner of that certain property located at 1963 S. 1200 E. Salt Lake City, State of Utah, which is more particularly described in Exhibit "A", (the "AOS Parcel") which is attached hereto and incorporated herein by reference;

B. WHEREAS Huang is the owner of two contiguous properties immediately north of and adjacent to the AOS Parcel located at 1963 S. and 1937 S. 1200 E. Salt Lake City, State of Utah, which are more particularly described in Exhibit "B", (collectively the "Huang Parcel") which is attached hereto and incorporated herein by reference.

C. WHEREAS subject to the conditions of this Easement, the parties hereto desire to grant each other certain cross access and drainage rights over and across those portions of each Parcel as described herein.

NOW THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

EASEMENT AGREEMENT

1. Recitals. The foregoing recitals are hereby incorporated into this Easement.

2. Cross Access Easement.

a. Grant of Cross Access Easement. The parties hereby grant to each other, and each parties tenants, subtenants and licensees, and the contractors, employees, agents, licensees and invitees of such parties, tenants, subtenants and licensees, for their use and benefit, a non-exclusive perpetual vehicular and pedestrian access easement over those portions of each the AOS Parcel and the Huang Parcel as legally described in Exhibit "C" and illustrated in Exhibit "D" (the "Easement Area"), which Exhibits are

attached hereto and incorporated herein by reference. The parties agree that there shall be no cross parking or any other parking rights granted herein.

3. Maintenance of the Easement Area. AOS shall keep and maintain the Easement Area in good condition and repair as determined in AOS's sole and absolute discretion. The cost of the maintaining, repairing or replacing any improvements within the Easement Area shall be shared equally between the Owner's of the Parcels, and Huang shall pay its portion of said costs to AOS within ten (10) days of written notice for the same. Both parties shall keep and maintain the Easement Area open for vehicular and pedestrian traffic, and shall not close, block, obstruct or otherwise impede the contemplated use of the same. Notwithstanding anything herein to the contrary, either party shall have the right, from time to time, to temporarily close off access to such party's Parcel for the sole and limited purpose of preventing a public dedication of the same, but in no event shall such closure occur for longer or more frequent than such period as established by applicable law. In the event

4. Cross Drainage Easement.

a. Grant of Cross Drainage Easement. The parties hereby grant to each other, for their use and benefit, a non-exclusive perpetual drainage easement over, on and under the Easement Area for the purpose of installing, operating and maintaining underground storm drain lines, as well as permitting subsurface storm drainage onto the Parcels of each party hereto.

b. Location of Drainage Utility Lines. The location of all drainage utility lines within the Easement Area shall be subject to the prior written approval of the party in, to, over, and under whose Parcel the same is to be located, which approval shall not be unreasonably withheld, conditioned or delayed. Upon the request of either party, upon the completion of construction of such utility facilities, the parties shall execute an agreement, in recordable form, appropriately identifying the location of such respective utility facility.

c. Maintenance of the Drainage Easement. The grantee of the Drainage Easement shall be responsible as between the grantor and grantee thereof for the installation, maintenance, and repair of all storm drains, pipes and conduits, mains and lines and related equipment installed pursuant to such grant. Any such maintenance and repair shall be performed only after two (2) weeks notice to the grantor of the grantee's intention to do such work, except in the case of emergency, and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance in the use of the Parcels as may be practicable under the circumstances. Provided, however, that in the event that the parties are both sharing in the same storm drain facilities, then either party may request of the other the maintenance and repairs as set forth herein, and both parties shall share equally in the costs thereof.

5. No Liens. Neither party shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area, or any part thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished

pursuant to any agreement by such owner. Within ten (10) business days after the date of the filing or recording of any such lien arising by, through, or under an owner, such owner shall cause the same to be paid and discharged of record, or, if such owner contests the amount allegedly due or the right of the lienor to make its lien claim, such owner shall cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of the other owners to protect the other owners from any damage resulting from the lien during the entire time of any proceeding in which such owner contests the lien.

6. Failure to Perform; Remedies. In the event that any owner fails to perform when due any act or obligation required by this Easement to be performed by such owner, the other owners, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin such breaching owner from such breach or threatened breach and/or for the specific performance of such breaching owner's obligations under this Easement and shall have the right to file a lien against the breaching owner's Parcel.

7. Run with the Land. This Easement shall run with the lands comprising the Parcels described herein, shall be binding on the parties hereto and subsequent owners of said Parcels and each of their heirs, personal representatives, successors and assigns, and on all parties having or acquiring any right, title or interest in any portion of said Parcels and shall be enforceable by any owner of such Parcels.

8. Severability. If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement 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 Easement shall be valid and shall be enforced to the extent permitted by law.

9. Not a Partnership. The provisions of this Easement 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 the parties.

10. No Third Party Beneficiary Rights. This Easement 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 not a party hereto, or a successor or assigns of such parties.

11. Captions and Headings. The captions and headings in this Easement 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.

12. Entire Agreement. This Easement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement shall be construed as a whole and not strictly for or against any party.

SIGNATURES ON FOLLOWING PAGE

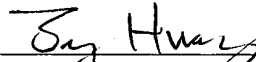
IN WITNESS WHEREOF, this Easement has been executed by the duly authorized officers of parties hereto as of the date first set forth above.

AOS APARTMENTS, LLC
a Utah limited liability company



By: Revilo, LLC, A utah limited liability company
Its: its Manager
Date: 11/13/20

J & J Huang, LLC
a Utah limited liability company

By: 
Jenny S. C. Huang, Manager
Date:

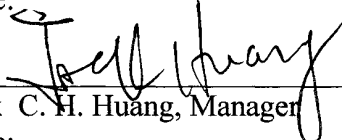
By: 
Jack C. H. Huang, Manager
Date:

EXHIBIT "A"

AOS PARCEL

Parcel # 16-174-7605

Legal Description:

BEG E 33 FT FR SW COR OF LOT 19, BLK 1A, 5 AC PLAT A, BIG FIELD SUR; E 156.75 FT; N 50 FT;
E 60 FT; N 192.1 FT M OR L; W 60 FT; S 32.77 FT M OR L; W 156.75 FT; S 215.325 FT TO BEG. 1.04
AC M OR L. 10425-6496

EXHIBIT "B"

HUANG PARCEL

Parcel # 16-174-76009

Legal Description:

COM 2 RDS E OF NW COR OF LOT 19 BLK 1A 5 AC PLAT A BF SUR S 4.35 RD E 9 1/2 RD N 4.35
RD W 9 1/2 RD TO BEG. 5514-0089 9761-7155 10401-2451 10425-6496

Parcel # 16-174-76008

Legal Description:

BEG 2 RDS E FR SW COR LOT 18 BLK 1A 5 AC PLAT A BIG FIELD SUR, E 149.95 FT; N'LY 4.35
RDS; W 149.75 FT; S 4.35 RDS TO BEG. 4949-0853,0851 5077-0957 9669-5969 9803-9193 9803-9195

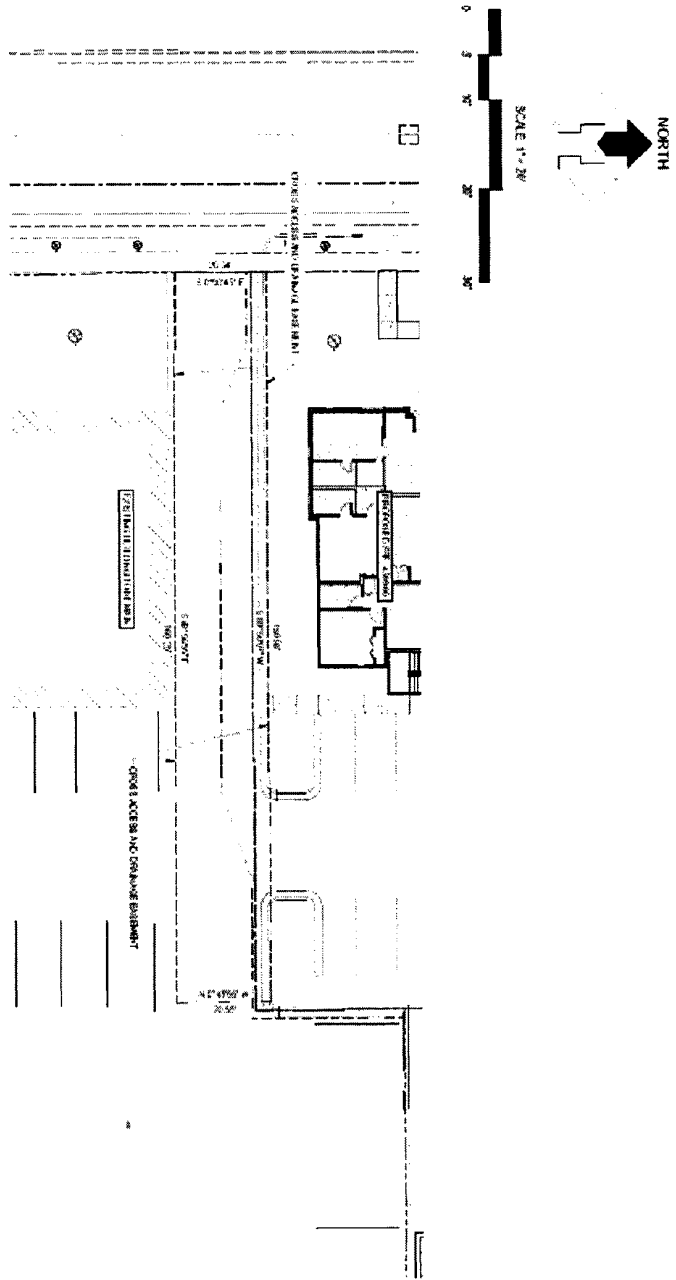
EXHIBIT "C"

**EASEMENT AREA
LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 1200 EAST STREET, SAID POINT ALSO BEING NORTH 89°55'26" EAST ALONG THE SOUTH LINE OF LOT 19, BLOCK 1A, 5 ACRE PLAT A, SALT LAKE CITY SURVEY, A DISTANCE OF 25.97 FEET, MORE OR LESS, TO SAID RIGHT OF WAY LINE AND NORTH 0°00'45" WEST ALONG SAID RIGHT OF WAY 191.93 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 19, AND RUNNING THENCE NORTH 0°00'45" EAST ALONG SAID RIGHT OF WAY LINE 20.04 FEET; THENCE NORTH 89°50'07" EAST 159.98 FEET; THENCE SOUTH 0°45'55" EAST 20.55 FEET; THENCE NORTH 89°58'55" WEST 160.25 FEET TO THE POINT OF BEGINNING

EXHIBIT "D"

EASEMENT AREA ILLUSTRATION



PROJECT NO:	20264
DRAWN BY:	ECW
CHECKED BY:	ALP
DATE:	09-09-20

12TH EAST APARTMENTS

1937 SOUTH 1200 EAST
SALT LAKE CITY, UTAH

McNEIL ENGINEERING

Professional Engineers, Surveyors, Architects
 Civil Engineering • Consulting • Land Use Planning • Surveying • Land Development