

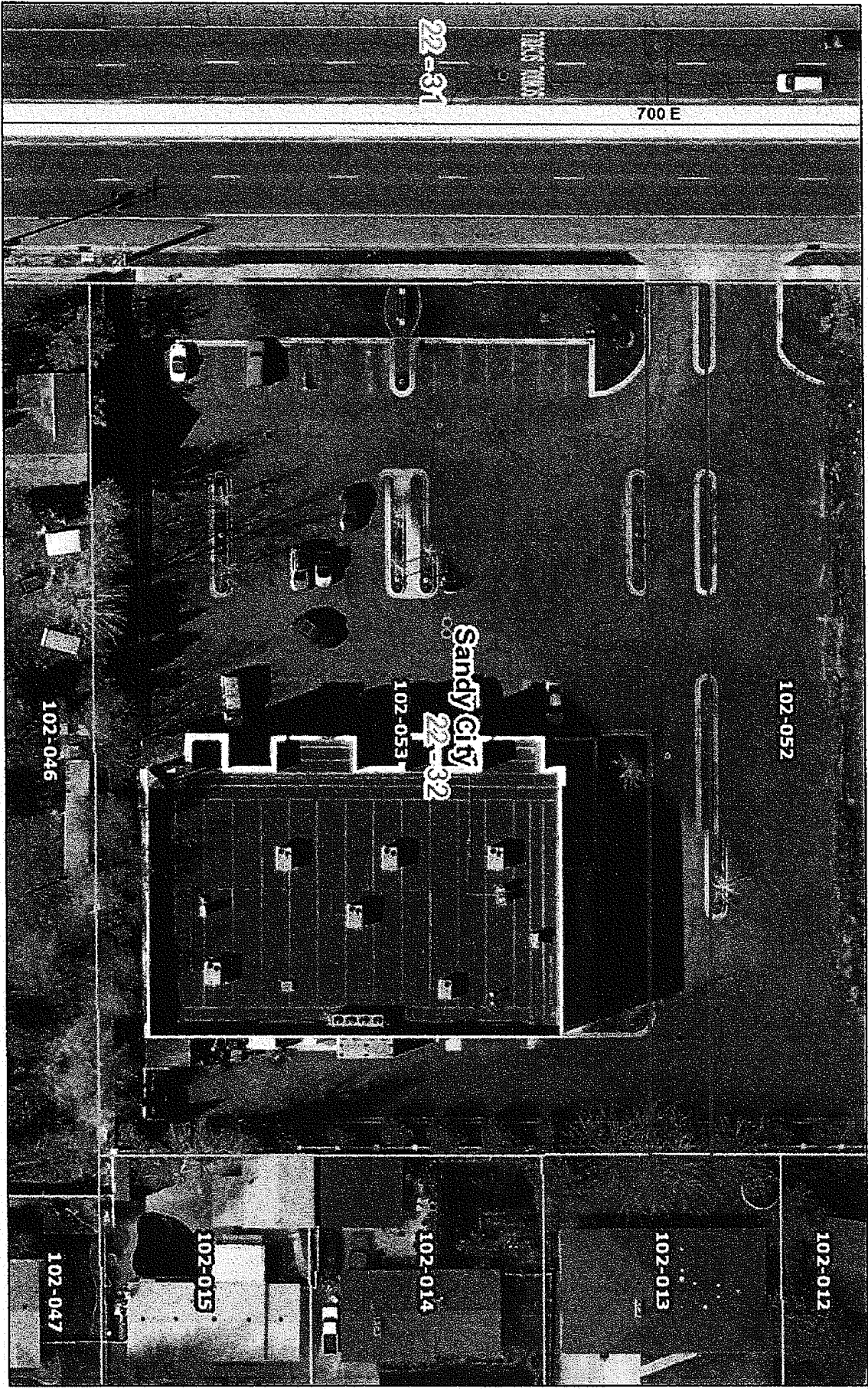
When Recorded Mail To:  
PO Box 639  
Draper, UT 84020

12403248  
11/1/2016 1:24:00 PM \$23.00  
Book - 10495 Pg - 2124-2130  
Gary W. Ott  
Recorder, Salt Lake County, UT  
HIGHLAND TITLE AGENCY  
BY: eCASH, DEPUTY - EF 7 P.

**CROSS ACCESS EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Howard Unit Two, INC. a Utah Corporation, whose address is 9085 N 5800 W Highland UT owner of the 7905 S 700 E, Sandy, UT 84070 property (as shown on the attached Exhibit "C" – Owner A) and Wasatch Recovery Treatment Center , a Utah LLC whose address is 8420 S Wasatch Blvd. Cottonwood Heights, UT 84121, owner of the 7885 S 700 E, Sandy, UT 84070 Property (as shown on exhibit "D" – Owner B), in consideration of Ten Dollars (\$10.00) and other consideration and the mutual promises and obligations recited below, hereby covenant and agree as follows:

1. That Owner A, for the benefit of Owner B, and its successors, assigns, transferees, tenants, sub-tenants, agents, employees, guests, and invitees, hereby grants to Owner B in respect to the property described above and attached as Exhibits "C" and "D", a perpetual cross access driveway easement for automobiles and other motor vehicles (Easement "A"), as described and depicted herein and on Exhibit "C".
2. That Owner B, for the benefit of Owner A, and its successors, assigns, transferees, tenants, sub-tenants, agents, employees, guests, and invitees, hereby grants to Owner A in respect to the property described above and attached as Exhibits "C" and "D", a perpetual cross access driveway easement for automobiles and other motor vehicles, as well as for the drive located on the southeast portion of Owner B's property for truck turnaround purposes.
3. (Easement "B"), as described and depicted herein and on Exhibit "D".
4. Together Easement "A" and Easement "B" shall be known as the "Easement Areas".
5. That said easement areas are intended to promote better vehicular traffic, access and circulation to and from both properties as depicted on Exhibits "C" and "D" to satisfy the site plan approval of the City of Sandy for the development of Owner B's property. The driveway area incorporated inside the easement areas shall hereafter be subject to the cross access easement described herein for the benefit of each property described in Exhibit "C" and Exhibit "D" for the purpose of vehicular access and circulation.
6. The drives incorporated within the easement areas shall be constructed and maintained in a good and useful condition by the respective property owners. This includes all asphalt repairs. Each owner shall maintain their respective parcels at their own cost and expense and shall defend, hold harmless and indemnify the other from all claims, actions, demands and liability arising from the use of this mutual cross access easement agreement. The terms and provisions contained herein apply to both parcels Exhibit "C" and Exhibit "D" and bind both owners, their respective heirs and assigns. Further they shall pass with each conveyance of each parcel and shall run with the land.
7. Each owner will be responsible for their own snow removal. It is understood that whoever plows first, will plow both the ingress and egress of the entrance. It is also understood that trucks



*Handwritten note:* (A) (B) (C)

**OWNER "A" / EASEMENT "A"  
EXHIBIT "C"**

**OWNER "B" / EASEMENT "B"  
EXHIBIT "D"**



delivering to the grocery store may use the southeast portion of Owner B's street to turn around. (This needs to be part of the easement)

- 8. If either Owner A or Owner B or its successor or assign violate any part of this agreement, the other owner, or its respective successors or assigns, shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction and to recover damages. If any provision, condition, covenant or other clause, sentence, or phrase of this agreement shall become unenforceable, null and void, or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portion shall remain in full force and effect.
- 9. That any of the provisions, conditions, covenants, or restrictions of this agreement and the easements granted may not be expanded or modified except by a further agreement in writing and in recordable form by the parties hereto or their heirs, successors or assigns.

Owner A

*[Handwritten signature]*

By: Todd Humphrey

Its: owner

State of Utah

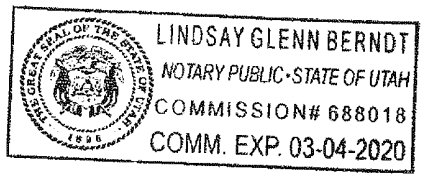
County of Salt Lake

UTAH # SS

On the 21 day of OCT, 2018 personally appeared before me the undersigned Notary Public, in and for said County of UTAH in said State of Utah, TODD HUMPHREY who being duly sworn, acknowledged to me that NA signed the Owners dedication freely and voluntarily for and in behalf of said NA for the purpose therein mentioned.

My commission expires: 2/4/20

[Handwritten signature]  
Notary Public



22 E MAIN AVE, UT 84003  
Residing at

Owner B

Mark G. Richards

By: MARK G. RICHARDS

Its: MANAGER

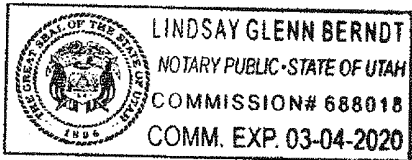
State of Utah

County of UTAH Salt Lake

SS

On the 21 day of OCT, 20 10, personally appeared before me the undersigned Notary Public, in and for said County of UTAH in said State of Utah, MARK RICHARDS who being duly sworn, acknowledged to me that NA signed the Owners dedication freely and voluntarily for and in behalf of said NA for the purpose therein mentioned.

My commission expires: 3/4/20



[Signature]  
Notary Public

Residing at MO. MAIN ST UT  
81003

VTDI 22-32-102-053-0000	DIST 35B	TOTAL ACRES	1.42
HOWARD UNIT TWO, INC	TAX CLASS	UPDATE	REAL ESTATE 804100
		LEGAL	BUILDINGS 878800
		PRINT P	TOTAL VALUE 1682900

7905 S 700 E NO:  
SANDY UT 84070025605 EDIT 1 FACTOR BYPASS  
LOC: 7905 S 700 E EDIT 0 BOOK 09185 PAGE 4502 DATE 09/13/2005  
SUB: SEC 32 TWNSHP 2S RNG 1E TYPE SECT PLAT

11/01/2016 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG S 00-01'45" E 747.11 FT & N 89-58'15" E 53 FT FR THE NW  
1/4 OF SEC 32, T 2S, R 1E, SLM; N 89-58'09" E 296 FT; S  
00-01'45" E 208.01 FT; S 89-39'40" W 296 FT; N 00-01'45" W  
209.60 FT TO BEG. 1.42 AC. 8984-4373

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

VTDI 22-32-102-052-0000	DIST 35B	TOTAL ACRES	1.36
WASATCH RECOVERY TREATMENT	TAX CLASS	UPDATE	REAL ESTATE 770100
CENTER, LLC		LEGAL	BUILDINGS 0
		PRINT P	TOTAL VALUE 770100

8420 S WASATCH BLVD NO:  
 COTTONWOOD HTS UT 84121604320 EDIT 1 FACTOR BYPASS  
 LOC: 7885 S 700 E EDIT 0 BOOK 10404 PAGE 9273 DATE 03/10/2016  
 SUB: SEC 32 TWNSHP 2S RNG 1E TYPE SECT PLAT

11/01/2016 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG S 00-01'45" E 747.11 FT & N 89-58'15" E 53 FT FR THE NW  
 1/4 OF SEC 32, T 2S, R 1E, SLM; N 00-01'45" W 199.90 FT; N  
 89-39'40" E 296 FT; S 00-01'45" E 201.49 FT; S 89-58'09" W  
 296 FT TO BEG. 1.36 AC. 8984-4373 10404-9270 10409-8046

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV