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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 12 P.

WHEN RECORDED, MAIL TO:

8803 DEV LLC
Attn: Dave E. Richards
130553 Minuteman Dr.
Draper, UT 84020

APN: 28-06-279-021, 28-06-279-007

RECIPROCAL CROSS EASEMENT AND SHARED USE AGREEMENT

THIS RECIPROCAL CROSS EASEMENT AND SHARED USE AGREEMENT ("Agreement") is made this ~~1st~~ ^{1st} day of ~~August~~ ^{October}, 2020 (the "Effective Date"), by and between 8803 Storage, LLC, a Utah limited liability company ("Storage LLC"), as Grantor, and 8803 DEV LLC, a Utah limited liability company ("DEV LLC"), as Grantee.

WHEREAS, Storage LLC is the owner of a certain parcel of real property located in Salt Lake County, Utah described in the attached Exhibit "A" ("Storage LLC Property"); and

WHEREAS, DEV LLC is the owner of certain adjoining real property located in Salt Lake County, Utah described in the attached Exhibit "B" ("DEV LLC Property"); and

WHEREAS, DEV LLC's only current access to a public right of way is through, over and across the roadways, driveways on the Storage LLC Property.

WHEREAS, the parties will share certain underground utilities and common meters, including gas, electrical, water, sewer, storm sewer, cable and telecommunications facilities that will be located on the property of the other party and run on, under and across their respective properties.

WHEREAS, the parties desire to create access and shared use and utility easements for the access, installation, maintenance, replacement and repair of utilities, easements for ingress and egress across the parties' respective properties and the use of shared facilities for the benefit of the other party's property on the terms and conditions set forth below; and

WHEREAS, the parties desire to create a shared use agreement to provide a perpetual easement for certain access and shared facilities and amenities located on the Storage LLC Property and the DEV LLC Property.

THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Easements.

(a) Storage LLC hereby grants to DEV LLC, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress by invitees and guests of DEV LLC, over and across a portion of the Storage LLC Property, consisting of the area that is improved with driveways, approaches, roadways and paved surfaces, as such configuration is now actually constructed and depicted on Exhibits C and D, as may be altered from time to time by Storage LLC in compliance with any applicable permits and approvals of the governing municipality and subject to certain easements, which may affect the Storage LLC Property ("Storage LLC Access Easements"). Such Storage LLC Access Easements shall burden the Storage LLC Property, and shall be for the benefit of and appurtenant to the DEV LLC Property.

(b) Storage LLC also hereby grants to DEV LLC, a perpetual, nonexclusive easement for the installation, maintenance repair and replacement of public and private underground utilities including gas, electrical, water, sewer, storm sewer and telecommunications facilities, over, under and across that portion of the Storage LLC Property consisting of the area currently dedicated for or subject to nonexclusive utility easements on, over and across the property, as such configuration is now actually constructed and depicted on Exhibits C and D, as may be altered from time to time by Storage LLC in compliance with any applicable permits and approvals of the governing municipality and subject to certain other non-exclusive easements, which may affect the Storage LLC Property, ("Storage LLC Utility Easements"). Such Storage LLC Utility Easements shall burden the Storage LLC Property, and shall be for the benefit of and appurtenant to the DEV LLC Property.

(c) DEV LLC hereby grants to Storage LLC, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress by invitees and guests of Storage LLC, over and across the a portion of the DEV LLC Property, consisting of the area that will be improved with driveways, approaches, roadways and paved surfaces, as such configuration is actually constructed and depicted on Exhibits C and D, as may be altered from time to time by DEV LLC in compliance with any applicable permits and approvals of the governing municipality and subject to certain easements, which may affect the DEV LLC Property ("DEV LLC Access Easements"). Such DEV LLC Access Easements shall burden the DEV LLC Property and shall be for the benefit of and appurtenant to the Storage LLC Property.

(d) DEV LLC also hereby grants to Storage LLC, a perpetual, nonexclusive easement for the installation, maintenance repair and replacement of public and private underground utilities including gas, electrical, water, sewer, storm sewer and telecommunications facilities, over, under and across that portion of the DEV LLC Property consisting of the area currently dedicated for subject to nonexclusive utility easements on, over and across the property, as such configuration is now actually constructed and depicted on Exhibits C and D, as may be altered from time to time by DEV LLC in compliance with any applicable permits and approvals of the governing municipality and subject to certain other non-exclusive easements, which may affect the DEV LLC Property, (“DEV LLC Utility Easements”). Such DEV LLC Utility Easements shall burden the DEV LLC Property, and shall be for the benefit of and appurtenant to the Storage LLC Property.

(e) The Storage LLC Access Easements, the Storage LLC Utility Easements, the DEV LLC Access Easements, and the DEV LLC Utility Easements may be referred to collectively herein as the “Easements” and/or “Easement Area(s)” as the context dictates.

Neither party may modify or reconfigure the Easements except in compliance with any applicable permits and approvals of the applicable governmental entities with jurisdiction, and by first obtaining the other party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

2. Purposes. The Easements created hereby shall provide for access to, shared metering and tie-in to underground utilities and related facilities, general pedestrian and motorized vehicular traffic by the parties, their tenants, invitees, guests and customers for access, passing and repassing through and across the driveways, approaches, parking lots, roadways and paved surfaces of the Easement Areas as constructed or as reconstructed from time to time for the purposes of ingress and egress to and from the benefited and burdened Properties. This Agreement shall not grant to either party, or their agents or employees any rights to park vehicles in any Easement Area. This Easement does not preclude the placement of raised landscaping, curbs, parking bumpers or raised sidewalks on the party’s own property so long as reasonable access between parcels is maintained. The Easements shall run with the land.

3. Use. The Easements may be utilized in any lawful manner for the purposes for which the Easements are granted, provided that all use of the Storage LLC Property and the DEV LLC Property and the Easements herein shall be subject to the following: (i) no portion of the Storage LLC Property or the DEV LLC Property shall be used in a manner which unreasonably interferes with the use of the Easements granted in this Agreement; (ii) no use of the Easements granted herein shall be made that unreasonably interferes with the use of the Storage LLC Property or the DEV LLC Property; and (iii) no use of the Storage LLC Property or the DEV

LLC Property or any of the Easements granted herein shall be made in a manner or for a purpose that causes any party to be in violation of, or in noncompliance with, any governmental requirements or other matters of record as of the Effective Date affecting the Storage LLC Property or the DEV LLC Property, as applicable.

4. Maintenance and Improvements. Each party shall be responsible, at its sole cost and expense, for the maintenance, operation, management, restoration, normal repair and replacement of its respective properties; provided, however, that each party shall repair, at its sole cost and expense, any damage to the Easements or other party's property caused by said party or its respective Permittees. The parties shall use a standard of care in providing for the repair, replacement, operation, management, restoration and maintenance of the Easement Areas and the properties so as to maintain a state of good condition and repair (ordinary wear and tear excepted).

5. Default under Easement Obligations. In the event of a default by either party in maintaining or permitting access through their respective Easement Area on its own property, the other party may bring an action to preserve and enforce the Easements and the rights granted herein. Even in the event of a default, the remedies available shall not include any right to terminate the Easements granted herein and shall be limited to actual damages incurred. Subject to the limitations set forth herein, the non-defaulting party shall be entitled to record a lien against the defaulting party's property for any amounts awarded to the non-defaulting party. Any such lien shall be automatically subordinated to any mortgage loan.

6. Non-Exclusive. The Easements granted hereby shall be non-exclusive; provided, that no owner of either parcel shall use or permit any use of its own property which unreasonably interferes with the other party's use of the Easement Area as granted and permitted hereunder.

7. No Barriers. Except for landscaping, curbing and other common area and common facility improvements as may be required by municipalities or by the declarations applicable to the properties, no walls, fences or barriers of any kind shall be constructed or maintained on the Easement Area, or any portion thereof, by any party which shall prevent or impair the use or exercise of the Easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the properties; provided, however, reasonable traffic controls approved in advance by the other party (which approval shall not be unreasonably withheld, conditioned or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Areas are not unreasonably closed or blocked. The only exceptions to this provision shall be for incidental, immaterial and temporary encroachments upon the Easement Areas that may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is

being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

8. Limited Representations and Warranties. Each party represents and warrants to the other party that it is the owner of its respective property, that it has authority to grant the Easements without the need for any notice to, consent of or subordination by, any other person or entity, and that such Easements are free and clear of all liens, encumbrances and restrictions except those appearing of record.

9. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party from and against any claims, liability, damages or costs (“Claims”) arising out of or relating to the use by the party, its invitees, guests or customers of the Easements, unless such Claims are the result of the negligence or intentional act or omission of the other party. The obligations of this section shall survive the termination of this Agreement.

10. No Merger. The Easements granted herein shall not be extinguished based on merger of the title or common ownership of the Storage LLC Property and the DEV LLC Property unless expressly terminated by the owner by recorded instrument.

11. Successors and Assigns. This Agreement shall not impair the right of either party to hereafter convey any interest in any or all of the Storage LLC Property or the DEV LLC Property, as applicable, provided that any such conveyance is subject to this Agreement. The Easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns. Nothing contained herein shall be construed to create any ongoing duty or obligation on the part of either party hereto after such time as such party shall no longer own any interest in the Storage LLC Property or the DEV LLC Property, as applicable.

12. Improvements. In all events, DEV LLC will be responsible for completing the construction of the curb cuts, transition landscaping, and driveways in the transition area between the Storage LLC Property and the DEV LLC Property at its expense.

13. Shared Use. In addition to the Easements set forth above, the parties agree that each party, and its tenants and invitees shall be granted a perpetual, nonexclusive easement for access, use and enjoyment of the following Essential Facilities, which are located on the Storage LLC Property and the DEV LLC Property as they are presently constructed or as they may be modified, repaired, and replaced from time to time

(a) "Essential Facilities":

(i) Tenant Leasing/Management Office, including the shared use of current tenant leasing and client customer service facilities by management staff of each party for the purpose of marketing activities, leasing activities, providing tenant services as currently situated within the facilities on the Storage LLC Property or as such facilities are improved, modified, changed or eliminated by Storage LLC. The Tenant Leasing Office will be shared by the management company(ies) of each of the parties.

(ii) Shared utility connections, conduits, facilities, meters and jointly used related common facilities, including but not limited to gas, water, sewer, electrical, storm sewer and other common shared or metered utilities as now planned or as may be constructed by agreement of the parties.

Neither party may modify or reconfigure the Essential Facilities without first obtaining the other party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. As used in this Agreement, the easements granted in connection with the Essential Facilities shall be included in the definition of "Easements" and "Easement Area(s)" herein.

14. Shared Use Expenses. The parties agree that all commonly incurred expenses for the maintenance and capital improvements to the Essential Facilities shall be shared by the parties on a pro-rata basis, based on the number of units certified for occupancy in each property. Storage LLC shall invoice DEV LLC for its proportionate share of expenses incurred by Storage LLC on a quarterly basis. DEV LLC shall invoice Storage LLC for its proportionate share of expenses incurred by DEV LLC on a quarterly basis. Any repair, maintenance or alteration within any Easement Area required by only one party (i.e. alteration of a shared easement improvement which benefits only one party) shall be borne by that party only.

15. Default under Shared Use Obligations. In the event of a default in payment of any shared use expense, neither party shall be entitled to terminate or restrict the shared use or terminate the Easements granted herein by the other party, but the non-defaulting party shall be entitled to record a lien for such amounts due against the other party's property. Any such lien shall be automatically subordinated to any existing mortgage loan.

16. Duration. The parties agree that the easement granting access, use and enjoyment of the Essential Facilities shall be perpetual and such rights will inure

to the benefit of all future owners of the DEV LLC Property and the Storage LLC Property.

17. Default. If any party ("Defaulting Party") fails to perform its obligations under this Agreement, such failure shall constitute a default and legal action may thereafter be instituted against the Defaulting Party for any remedy available under this Agreement or applicable law, including, without limitation, specific performance, injunction, or other equitable remedy of the rights and the obligations hereunder. In the event that any Defaulting Party shall fail to perform its non-monetary obligations under this Agreement or otherwise breach the terms of this Agreement, any non-Defaulting Party may notify the Defaulting Party and shall specify the breach. If such failure or breach is non-monetary, material, and is not cured within thirty (30) days after receipt of such notice, then such non-Defaulting Party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the Defaulting Party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties or jeopardizes the access to any portion of the non-Defaulting Party's property, no notice shall be required prior to the non-Defaulting Party commencing such work to effect a cure. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies which party may have hereunder by reason of such breach.

(End of Text - Signatures follow)

EXHIBIT "A"
Legal Description of Storage LLC Property

PARCEL NO. 28-06-279-021

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, SANDY CITY STORAGE SUBDIVISION RECORDED OCTOBER 3, 2017 IN BOOK 2017 OF PLATS, AT PAGE 269 ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1283.60 FEET AND NORTH 89°53'00" WEST 53.00 FEET AND NORTH 44°56'20" WEST 20.05 FEET AND NORTH 89°55'22" WEST 170.43 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89°55'22" EAST 170.43 FEET; 2) SOUTH 44°56'20" EAST 20.05 FEET; 3) SOUTH 00°07'00" WEST 240.00 FEET TO THE NORTHERLY LINE OF THAT CERTAIN DEED RECORDED MARCH 22, 1980 AS ENTRY NO. 3436568, IN BOOK 5103, AT PAGE 1020, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; 4) NORTH 89°53'00" WEST 184.10 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 254.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 46,748 SQ FT OR 1.073 ACRES, MORE OR LESS

EXHIBIT "B"
Legal Description of DEV LLC Property

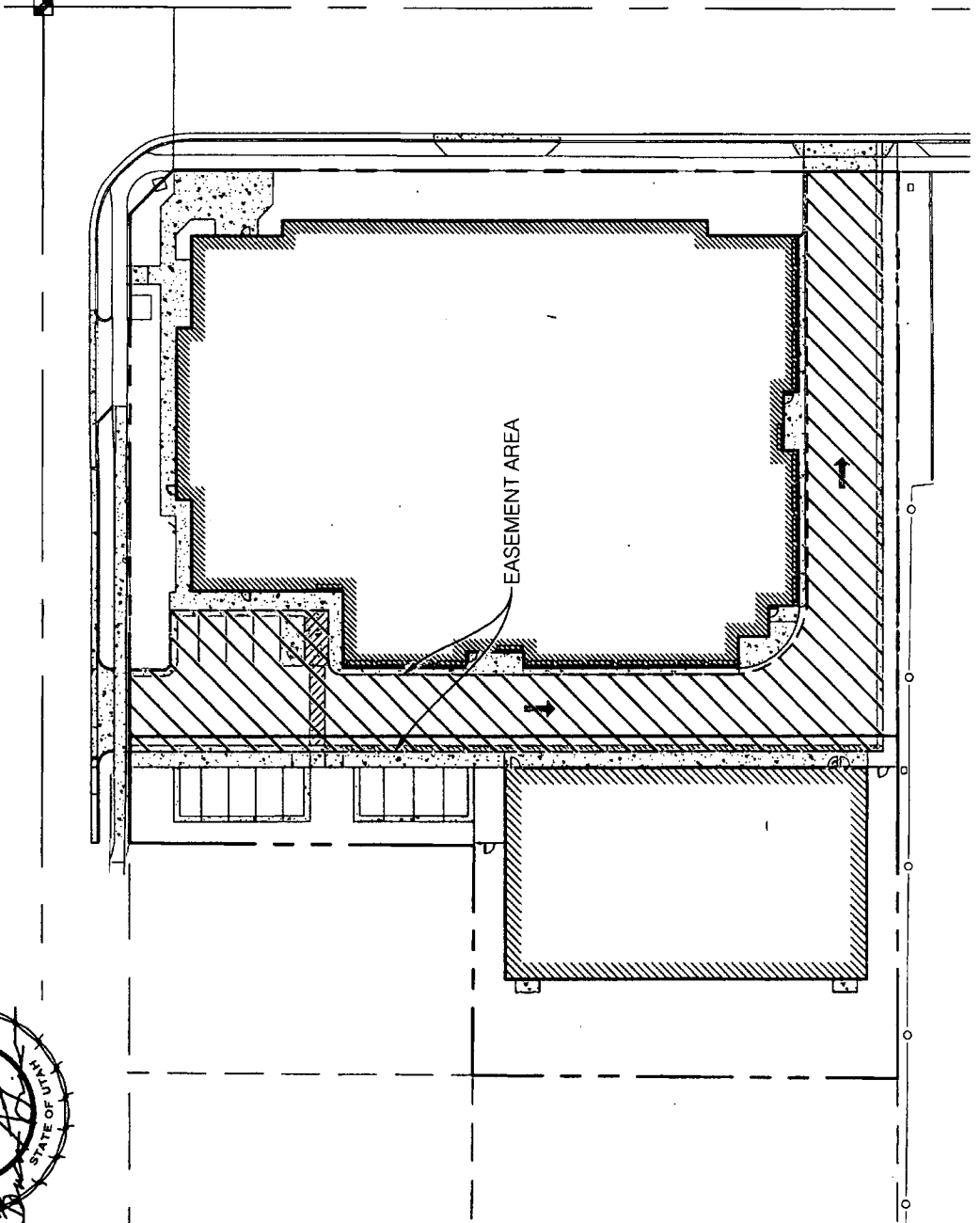
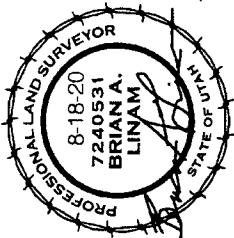
PARCEL NO. 28-06-279-007

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, SANDY CITY STORAGE SUBDIVISION RECORDED OCTOBER 3, 2017 IN BOOK 2017 OF PLATS, AT PAGE 269 ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1283.60 FEET AND NORTH 89°53'00" WEST 53.00 FEET AND NORTH 44°56'20" WEST 20.05 FEET AND NORTH 89°55'22" WEST 170.43 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 254.05 FEET TO THE NORTHERLY LINE OF THAT CERTAIN DEED RECORDED MARCH 22, 1980 AS ENTRY NO. 3436568, IN BOOK 5103, AT PAGE 1020, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°53'00" WEST 111.85 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 00°25'00" EAST 140.53 FEET; THENCE SOUTH 89°35'00" EAST 75.00 FEET; THENCE NORTH 00°25'00" EAST 113.89 FEET; THENCE SOUTH 89°55'22" EAST 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 19,651 SQ FT OR 0.451 ACRES, MORE OR LESS



EXHIBIT "C"



SCALE: 1" = 50'

DRAWN KD:	08/18/2020
CHECKED: BAL	08/18/2020
APPROVED: BAL	08/18/2020

SANDY CITY STORAGE
PHASE 2
8802 S 700 E, SANDY, UT

EASEMENT AREA
EXHIBIT

DWG. NO. 1611229LLA.dwg
PROJECT. NO. 1611229

EXHIBIT "D"
Access Easement

BEGINNING ON THE WESTERLY LINE OF 700 EAST STREET; SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1493.33 FEET AND NORTH 89°53'00" WEST 53.00 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°07'00" WEST 25.00 FEET ALONG SAID WESTERLY LINE; THENCE WEST 189.10 FEET; THENCE NORTH 00°00'08" EAST 249.15 FEET TO THE SOUTHERLY LINE OF 8800 SOUTH STREET; THENCE SOUTH 89°55'22" EAST 26.45 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 00°00'42" EAST 10.68 FEET; THENCE SOUTHEASTERLY 4.71 FEET ALONG THE ARC OF A 3.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'41" EAST 4.24 FEET; THENCE NORTH 89°59'19" EAST 16.50 FEET; THENCE SOUTH 00°00'41" EAST 52.00 FEET; THENCE SOUTH 89°59'19" WEST 16.96 FEET; THENCE SOUTHWESTERLY 6.28 FEET ALONG THE ARC OF A 4.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS SOUTH 44°59'35" WEST 5.66 FEET; THENCE SOUTH 00°00'08" EAST 129.44 FEET; THENCE SOUTHEASTERLY 39.27 FEET ALONG THE ARC OF 25.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'04" EAST 35.35 FEET; THENCE EAST 139.16 FEET TO THE POINT OF BEGINNING.