

12245569
3/23/2016 2:59:00 PM \$22.00
Book - 10414 Pg - 118-123
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

When recorded, please return to:

Magna Properties, LLC
155th West Malvern Ave, Ste B
Salt Lake City, Utah 84115

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement (the "Agreement") is made and entered into this 16th day of March, 2016, by and between Gardner Village, LC, a Utah limited liability company, also known as Gardner Village, L.C. ("GVLC"), and Magna Properties, LLC, a Utah limited liability company ("MPLLC"), with respect to the following.

RECITALS

A. GVLC is the owner of the following described real property, located in the Salt Lake County, Utah:

Parcel A, The Station at Gardner Mill Subdivision, within the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah, pursuant to the plat recorded on February 11, 2016, as Entry No. 12220788, in Book 2016P, at Page 32.

Tax Parcel No. 21-26-351-022, 21-26-351-017

Hereinafter referred to as "Parcel A."

B. MPLLC is the owner of the following described real property, located in the Salt Lake County, Utah:

Lots 1 and 2, The Station at Gardner Mill Subdivision, within the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah, pursuant to the plat recorded on February 11, 2016, as Entry No. 12220788, in Book 2016P, at Page 32.

Tax Parcel Nos. 21-26-351-020, 21-26-351-017, 21-26-351-022
21-35-101-004

Hereinafter referred to as "Lots 1 and 2."

C. GVLC and MPLLC desire to enter into this Agreement for the purposes of establishing cross-easements on their respective parcels for the purpose of allowing ingress and egress to their respective parcels, upon the following terms and conditions.

TERMS AND CONDITIONS

1. Cross-Easement for Access. GVLC hereby grants to M PLLC, and M PLLC grants to GVLC, and to their respective heirs, grantees and assigns, a perpetual non-exclusive easement over, across and through the following described parcel to the extent located on their respective parcels, for the purposes of ingress and egress to and from Parcel A and Lots 1 and 2 to and from 1300 West Street:

A part of Parcel A and a part of Lot 1, The Station at Gardner Mill Subdivision within the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Northwest Corner of said Parcel A, on the East Line of 1300 West Street as it exists at 33.00 foot half-width located 222.75 feet North along the Section Line, and 33.00 feet East from the Southwest Corner of said Section 26; and running thence East 341.24 feet to the extension of the West Line of Lot 2 of said subdivision; thence South 0°25'49" West 30.00 feet to and along said West Line; thence West 341.01 feet to said East Line of 1300 West Street; thence North 30.00 feet along said East Line to the point of beginning.

Hereinafter, the "Easement Area." [this description needs to be confirmed or modified]

2. Permitted Users. The Easement Area may be used by GVLC, and M PLLC, and their respective customers, tenants, employees, and business invitees, for motor vehicle and pedestrian access to and from Parcel A, and Lots 1 and 2.

3. Improvements to Easement Area. Either party, and their respective successors, shall have the right to pave and construct related improvements to the Easement Area for the purpose of creating a roadway access. The reasonable and necessary costs of such improvements (the "Improvement Costs") shall be shared 50/50 between GVLC and M PLLC (or their respective successors as owners of the Easement Area). Prior to commencing construction of such improvements, the party desiring to install such improvements shall first provide proposed plans and descriptions, as well as anticipated costs of, the proposed improvements to the other party, and shall obtain the other party's consent thereto, which shall not be unreasonably withheld, denied, delayed or conditioned. The parties shall cooperate so as to ensure that the roadway access and related improvements are consistent with the intended uses of the Easement Area, and the parties' respective parcels, including appropriate access points and driveway entrances.

4. Maintenance. After construction of the improvements, the parties (and their respective successors) shall share the costs of repairs, maintenance and snow removal (the "Expenses") to and on the Easement Area based upon the relative use of the Easement Area by the parties and their respective customers, tenants, employees and business invitees.

Notwithstanding the foregoing, however, a party shall not be obligated to pay a share of the Expenses until such party has developed or improved its parcel being served by the improvements and Easement Area. The parties shall negotiate in good faith to establish both the methods of providing repairs, maintenance and snow removal, and the relative shares of such expenses to be borne by each party.

5. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public, or for any public purpose whatsoever, it being the intention of the parties that these restrictions and covenants shall be strictly limited to and for the purposes herein expressed. This Agreement 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 unless otherwise expressly provided herein.

6. Dispute Resolution. In the event of a dispute hereunder relating to the Improvement Costs, the nature and extent of the proposed improvements, the Expenses or the parties' respective shares thereof, and/or the methods of providing repairs, maintenance and snow removal to the Easement Area, such dispute shall be resolved by a single arbitrator appointed by the parties. The arbitrator's fees shall be borne as directed by the arbitrator; however, notwithstanding the provisions of paragraph 7 below, the arbitrator may not otherwise award any costs or attorney's fees incurred in connection with the arbitration proceeding. Except to the extent otherwise provided herein, the arbitration shall be governed by the Utah Arbitration Act, Utah Code Ann. § 78-31a-1, et seq. (1953, as amended) (the "Act"). The decision of the arbitrator shall be final and nonappealable, except as otherwise provided in the Act.

7. Attorney's Fees. In the event a lawsuit is commenced to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs. A party that is determined by an arbitrator, pursuant to Section 7, to be owed sums shall also be entitled to collect its reasonable costs and attorney's fees incurred in collecting such sums. Interest shall accrue on any sum owed by one party to the other at the rate of ten percent (10%) per annum from and after thirty (30) days from the date of invoice or demand.

8. Miscellaneous.

A. This Agreement constitutes the entire agreement between GVLC and MPLLC with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

B. This Agreement and the restrictions and covenants contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns, as owners of the parcels being benefitted thereby.

C. A party shall not have liability for any breach of this Agreement, the Expenses, or the Improvements Costs arising after the date such party conveys of record its interest in the Easement Area or the benefitted property, as the case may be.

D. Notices required herein shall be in writing and shall be given by personal delivery, by deposit in the United States mail, Certified Mail, Return Receipt Requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or by recognized overnight courier, addressed as follows:

If to GVLC:

Gardner Village, L.C., a Utah limited liability company
Attn. Joe Long
1100 West 7800 South
Salt Lake City, Utah 84058

If to M PLLC:

Magna Properties, LLC
c/o Colosimo's
155 West Malvern Ave., Suite B
Salt Lake City, Utah 84115

or

P.O. Box 65781
Salt Lake City, Utah 84165-0781

Either party may change its address for notices hereunder by giving the other party a notice of such change in accordance with the foregoing provisions.

E. This Agreement may be amended only by recording, in the office of the Salt Lake County Recorder, an agreement in writing reciting such amendment, bearing the acknowledged signatures of all parties hereto, or their successors and assigns.

F. This Agreement and the Easement Area are subject to all existing rights of way and encumbrances of record or in equity or at law. The parties acknowledge that the owners of certain parcels lying north of the Easement Area have a right to use a portion of the Easement Area, and that such owners are not obligated to contribute to the Improvement Costs or Expenses.

[Signatures and acknowledgments on pages following.]

[Signature and acknowledgment by Gardner Village, LC, to Cross-Easement Agreement.]

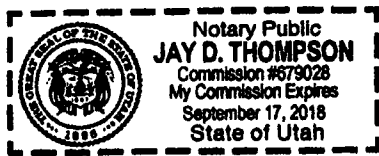
GARDNER VILLAGE, LC, a Utah limited liability company

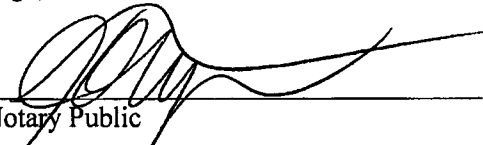
By 
Joseph Long, Its Manager

By 
Angela Seely, Its Manager

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

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Joseph Long and Angela Seeley, as the Managers of Gardner Village, L.C., a Utah limited liability company, also known as Gardner Village, L.C.




Notary Public

[Signature and acknowledgment by Magna Properties, LLC, to Cross-Easement Agreement.]

MAGNA PROPERTIES, LLC

By 
Paul Colosimo, Member

By 
Larry Colosimo, Member

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day of March, 2016, by Paul Colosimo and Larry Colosimo, as the Members of Magna Properties, LLC, a Utah limited liability company.


Notary Public

