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06/21/2017 10:55 AM \$21.00
Book - 10569 Pg - 7378-7383
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FADEL LAW FIRM
170 W 400 S
BOUNTIFUL UT 84010
BY: CRA, DEPUTY - MA 6 P.

After recording, return to:

Cottonwood Heights
Attn. Community Development Director
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

CROSS-ACCESS EASEMENT AGREEMENT

This Agreement (this "Agreement") is entered into this 12th day of June, 2017, between COTTONWOOD DENTAL OFFICE, LLC ("Property Owner") of 7370 S. Creek Road, #202, Sandy, Utah, and WAYNE E. KNUDSEN ("Adjacent Property Owner"), of 8176 S. Old Coventry Cir., Cottonwood Heights, UT 84093.

RECITALS

1. Property Owner has requested site plan and other approval from the city of Cottonwood Heights ("City") to improve Property Owner's real property (the "Property") located at 7167 S. Highland Drive, Cottonwood Heights, Salt Lake County, Utah, and legally described on attached Exhibit "A."
2. As a condition of City's approval of Property Owner's project on the Property (the "Project"), Property Owner is required to create a cross-access easement (the "Easement") on the Property to allow for ingress and egress between the Property and the adjacent parcel of real property located at 7177 S. Highland Drive, Cottonwood Heights, Utah (the "Adjacent Property") that is owned by Adjacent Owner. The legal description of the Adjacent Property is set forth on attached Exhibit "B."
3. The purpose of the Easement is to allow pedestrian, bicycle and motor vehicle traffic to flow into, from, between and among the Property and the Adjacent Property so as to relieve congestion and to create fewer traffic hazards.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

- 1) In fulfillment of City's requirement imposed as a condition of site plan approval, Property Owner hereby grants the Easement for the benefit of the Adjacent Property, conditioned only on Adjacent Property Owner or its successor-in-title likewise granting a similar cross-access easement on comparable terms as this Agreement over the Adjacent Property for the benefit of the Property. As noted above, the purpose of the Easement upon the Property and the anticipated reciprocal easement upon the Adjacent Property is to allow free and unimpeded pedestrian, bicycle and motor vehicle traffic to flow into, from, between and among the Property and the Adjacent Property.

- 2) The Easement shall burden the Property and benefit the Adjacent Property. The Easement shall run with the land and shall be binding on and inure to the benefit of Property Owner, Adjacent Property Owner, and their respective heirs, successors and assigns.
- 3) The Easement is perpetual in duration and shall continue until it is expressly terminated by written agreement between Property Owner and Adjacent Property Owner and approved by City in its sole discretion.
- 4) Property Owner and Adjacent Property Owner agree that necessary improvements shall be made to their respective properties to allow the ingress and egress as set forth herein within a reasonable time after the creation of the reciprocal cross-access easement across the Adjacent Property. Property Owner shall pay for all the costs of the necessary improvements to the Adjacent Property to effect such cross-access as required by the City, including, without limitation, the following:
 - a) Utility services that currently run across Highland Drive are to be rerouted underground and then reconnected to the Adjacent Property; and
 - b) Landscaping changes as per the Property Owner's approved site plan, including a retaining-wall extension, installation of sod, sprinkler irrigation, concrete removal, and asphalt installation to match the easement area.
- 5) Property Owner and Adjacent Property Owner agree to maintain the easement areas that will be located on each party's respective property in a reasonable manner and at each party's sole expense. The maintenance of the easement area shall include, but not be limited to, snow removal to ensure snow will not block the easement area.
- 6) Upon any violation or breach of this Agreement, the aggrieved party may pursue any and all remedies available at law or in equity. A breach by Property Owner or its successor-in-title to the Property shall be considered a breach of the conditions of City's approval of the Project, authorizing City to pursue any and all available remedies, including revocation of such approval in any manner permitted by law.
- 7) This Agreement shall be recorded in the office of the Salt Lake County Recorder.

(Remainder of page left intentionally blank; signature pages follow)

COTTONWOOD DENTAL OFFICE, LLC

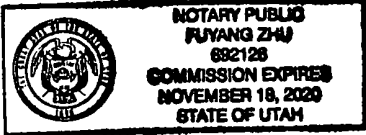
[Signature]
BLAKE MAXFIELD
Manager

STATE OF UTAH :
 : ss.
COUNTY OF Salt Lake :

The foregoing instrument was acknowledged before me on May 31, 2017,
by BLAKE MAXFIELD, as Manager of COTTONWOOD DENTAL OFFICE, LLC.

[Signature]

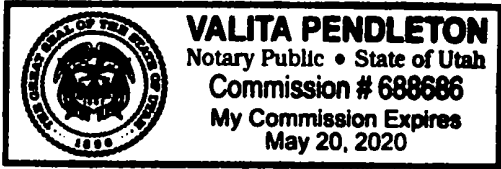
Notary Public
My Commission Expires: 11-18-2020



Wayne E. Knudsen
WAYNE E. KNUDSEN

STATE OF UTAH :
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me on June 12th, 2017,
by WAYNE E. KNUDSEN.



Valita Pendleton
Notary Public
My Commission Expires: 5/20/2020

EXHIBIT "A"

Legal Description of the Property:

The following-described real property located in Salt Lake County, UT:

Beginning at a point South 1026.63 feet and East 209.49 feet from the Northwest corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 131.685 feet; thence West 157.84 feet; thence North 0°04'02" East 131.685 feet; thence East 157.69 Feet to the point of beginning.

Contains 0.48 acres, more or less.

Parcel No. 22-27-101-006

EXHIBIT "B"

Legal Description of the Adjacent Property:

The following-described real property located in Salt Lake County, UT:

BEG 53 FT E & 1158.315 FT S FR NW COR OF SEC 27, T 2S, R 1E, SLM; E 128.5 FT; S 76.685 FT; W 128.5 FT; N 76.685 FT TO BEG.

Contains 0.22 acres, more or less.

Parcel No. 22-27-101-007