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2/24/2014 10:54:00 AM \$20.00
Book - 10212 Pg - 8998-9003
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

When Recorded, Mail To:

Mountain Point Business Center, LLC
Attn: James Seaberg
978 East Woodoak Ln.
Salt Lake City, Utah 84117

ACCOMODATION 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.

CROSS ACCESS EASEMENT

33-11-200-037

1. Grant of Easement. For Ten Dollars (\$10.00), in consideration of the benefits that will accrue to Grantor by reason of the hereinafter described improvements, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, MOUNTAIN POINT BUSINESS CENTER, LLC a Utah Limited Liability Company (“**Grantor**”) grants, bargains, sells, transfers and conveys unto CITY OF BLUFFDALE, a Utah Municipal Corporation (“**Grantee**”), a permanent, non-exclusive easement and/or right of way for the purpose of accessing Grantor’s property as is more fully described in Exhibit 1 (“**Cross Access Easement**”), along with the easement boundary, also described in Exhibit 1 (“**Cross Access Easement Area**”).

2. Access. The public, by and through Grantee, its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) and tenants, customers, and vendors of Center Point Business Park Plat “A” P.U.D. – Amended shall have the right to enter upon the Cross Access Easement Area for the purposes permitted by this Grant of Access Easement. Grantee shall enter upon the Cross Access Easement Area at its sole risk and hazard.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Cross Access Easement Area for any use not inconsistent with Grantee’s permitted use of the Cross Access Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of improvements on the Cross Access Easement Area onto other portions of Grantor’s Parcel at any time at Grantor’s cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality. Such relocation shall terminate the use of the Cross Access Easement in its prior location.

4. Maintenance and Restoration. Grantor shall have no obligation to maintain and repair any or all improvements installed by Grantee in the Cross Access Easement Area. Grantee shall maintain and keep in good working condition any improvements installed by Grantee. Further, in the event Grantee damages or harms Grantor’s improvements, Grantee shall promptly repair Grantor’s improvements to their previous condition.

5. Condition of the Cross Access Easement Area. This Grant of Cross Access Easement on the Cross Access Easement Area, together with the area covered by any temporary construction easement, and all aspects thereof is in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Notices. Any notice required or desired to be given to Grantor under this Grant of Cross Access Easement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Mountain Point Business Center, LLC
Attn: James Seaberg
978 East Woodoak Ln.
Salt Lake City, Utah 84117

With copy to: Kirton McConkie
Attn: Ben Hathaway
50 East South Temple, Ste. 400
Salt Lake City, Utah 84111

Grantor may designate a different individual or address for notices, by giving written notice thereof to Grantee in the manner described above.

7. Miscellaneous.

7.1. Applicable Law. This Grant of Cross Access Easement shall be construed in accordance with and governed by the laws of the State of Utah.

7.2. Run with the Land/Successors. Subject to the terms and conditions of this Grant of Cross Access Easement, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Grant of Cross Access Easement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

7.3. Integration. This Grant of Cross Access Easement constitutes the entire agreement of Grantor pertaining to the subject matter hereof, and supersedes all prior agreements and understandings between Grantor and any other party pertaining thereto. No covenant, representation, or condition not expressed in this Grant of Cross Access Easement shall affect or be deemed to interpret, change, or restrict the express provision hereof.

7.4. Dedication. The Cross Access Easement Area is and shall at all times remain the private property of Grantor. The use of the Cross Access Easement Area is

permissive and shall be limited to the express purposes contained herein by Grantee. The Grantee shall neither acquire nor be entitled to claim or assert any rights to the Cross Access Easement Area beyond the express terms and conditions of this Grant of Cross Access Easement.

EXECUTED by Grantor as of the 20 day of February, 2014.

GRANTOR:

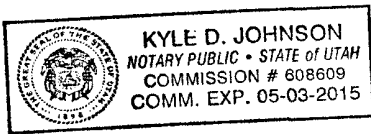
MOUNTAIN POINT BUSINESS CENTER, LLC,
a Utah Limited Liability Company

By: James G. Seaberg
Name: James G. Seaberg
Its: Authorized Agent

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

The foregoing instrument was acknowledged before me this 20 day of Feb, 2014, by James G. Seaberg, the Authorized Agent of MOUNTAIN POINT BUSINESS CENTER, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Springville UT



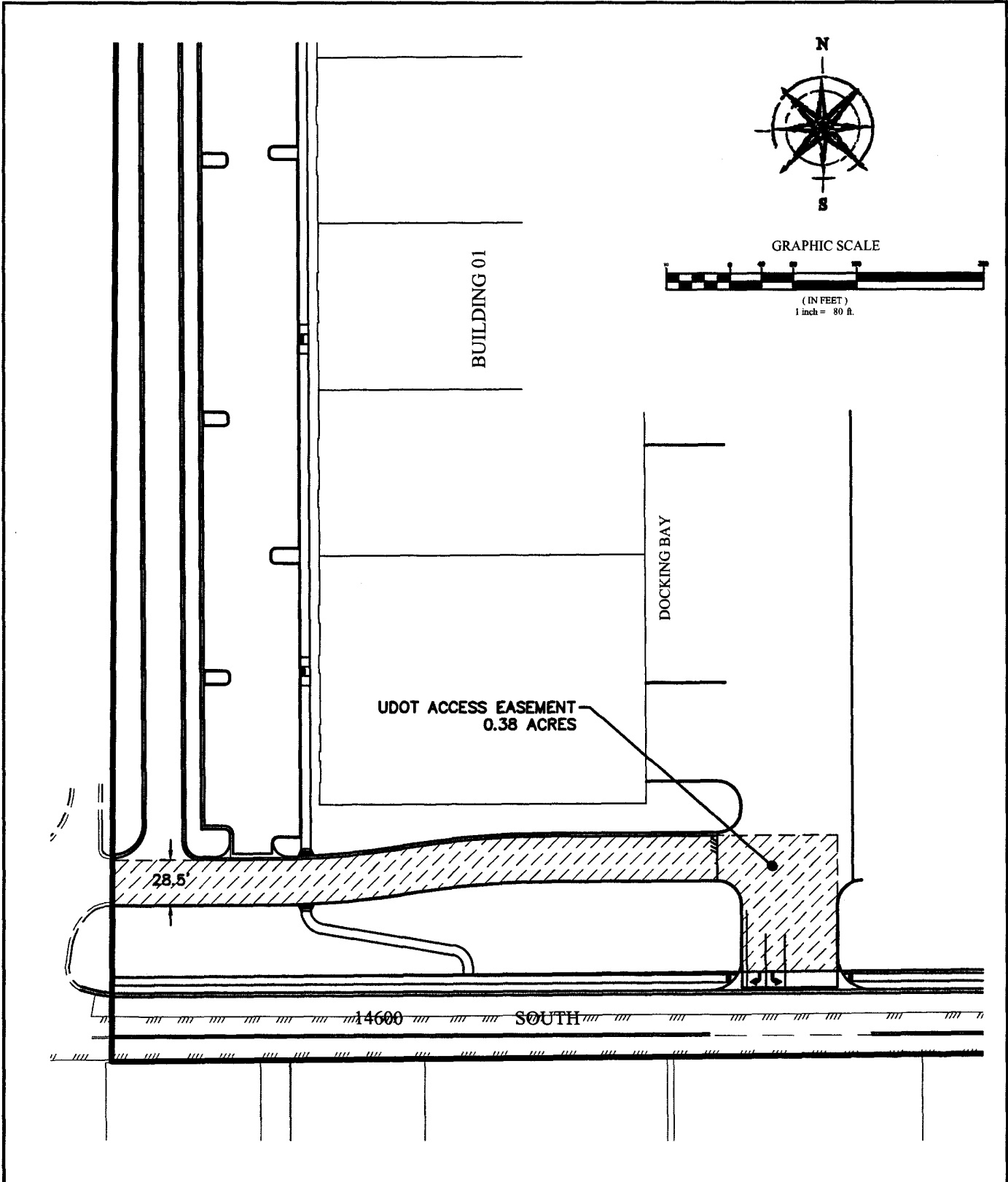
**EXHIBIT 1
TO
GRANT OF CROSS ACCESS EASEMENT**

Cross Access Easement Area

BEGINNING AT A POINT LOCATED N89°28'05"E, 511.08 FEET ALONG THE SECTION LINE AND N00°31'55"W 98.32 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N00°13'52" E, 28.50 FEET; THENCE N89°44'19"E 99.52 FEET; THENCE 80.86 FEET NORTHEASTERLY ALONG THE ARC OF A 521.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N85°17'32"E 80.78 FEET); THENCE N80°50'46"E 8.41 FEET; THENCE 85.05 FEET NORTHEASTERLY ALONG THE ARC OF A 548.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N85°17'32"E 84.96 FEET); THENCE N89°44'19"E 183.80 FEET; THENCE S00°03'52"W 85.82 FEET; THENCE S89°28'05"W 60.01 FEET; THENCE N00°15'41"W 42.10 FEET; THENCE 24.35 FEET NORTHWESTERLY ALONG THE ARC OF A 15.00 RADIUS CURVE TO THE LEFT (N45°15'41"W 21.92 FEET); THENCE S89°44'19"W 107.80 FEET; THENCE 80.63 FEET SOUTHWESTERLY ALONG THE ARC OF A 519.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S85°17'32"W 80.55 FEET); THENCE S80°50'46"W 8.41 FEET; THENCE 85.28 FEET SOUTHWESTERLY ALONG THE ARC OF A 549.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S85°17'32"W 85.20 FEET); THENCE S89°44'19"W 99.76 FEET TO THE POINT OF BEGINNING

Future Phase Cross Access Easement Area

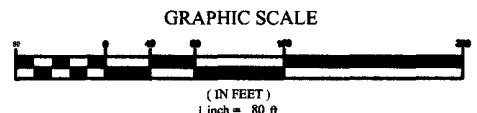
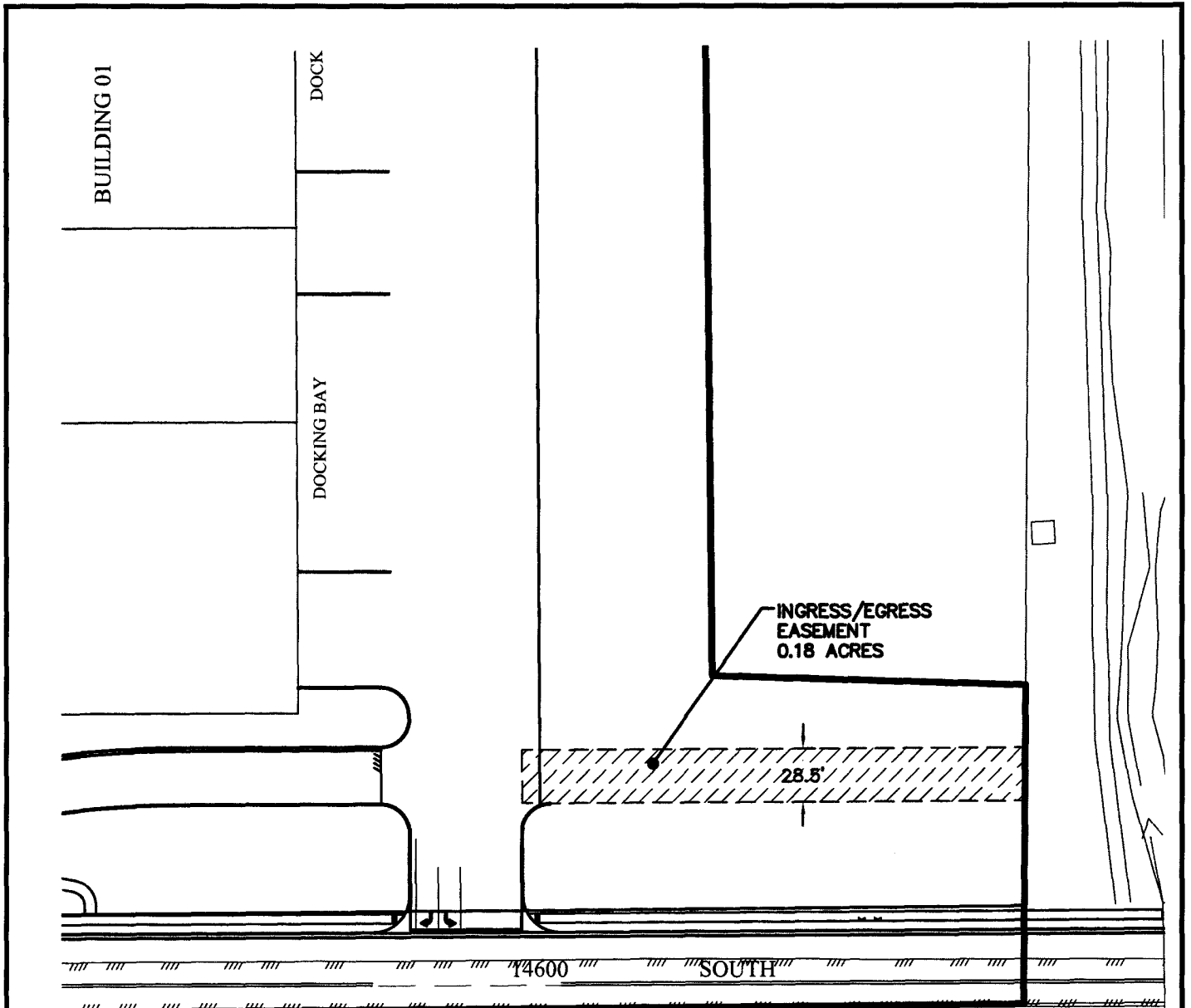
BEGINNING AT A POINT LOCATED N89°28'05"E, 968.09 FEET ALONG THE SECTION LINE AND N00°31'55"W 110.32 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N0°03'52"E 28.50 FEET; THENCE N89°44'19"E 271.17 FEET; THENCE S0°02'07"W 28.50 FEET; THENCE S89°44'19"W 271.03 FEET TO THE POINT OF BEGINNING



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 ENGINEERING AND SURVEYING, LLC
 502 WEST 8360 SOUTH
 SANDY, UTAH 84070 PH: (801) 352-0075
 www.focusutah.com

**MOUNTAIN POINTE INDUSTRIAL
 PHASE 1
 UDOT ACCESS EASEMENT EXHIBIT**

Date Created:	8/6/13
Scale:	1"=80'
Drawn:	RRH
Job:	12-063
Sheet:	
1 OF 1	



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**MOUNTAIN POINTE INDUSTRIAL
PHASE 1
FUTURE PHASE INGRESS/EGRESS EASEMENT**

Date Created:	10/17/13
Scale:	1"=80'
Drawn:	RRH
Job:	12-063
Sheet:	1 OF 1

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