

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

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4/5/2018 11:38:00 AM \$29.00
Book - 10662 Pg - 3930-3938
ADAM GARDINER
Recorder, Salt Lake County, UT
US TITLE
BY: eCASH, DEPUTY - EF 9 P.

AFTER RECORDING, RETURN TO:

Craig A. Hoggan
DART ADAMSON & DONOVAN
257 East 200 South, Suite 1050
Salt Lake City, Utah 84111

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT (the "Agreement"), dated and effective *November 30* 2017 (the "Effective Date"), is entered by and between WEST STATION NORTH APARTMENTS, LP, a Utah limited partnership ("WSNA") and RR Development Partners, LLC a Utah Limited Liability Company ("RRDP")

RECITALS

A. WSNA is the owner of real property located at 233 N. Redwood Road, Salt Lake City, Utah ("Lot 2"). Lot 2 is legally described on Exhibit A attached hereto and is depicted on the Site Plan attached as Exhibit B hereto (the "Site Plan"). WSNA is in the process of constructing a 148 unit apartment project know as West Station North on Lot 2.

B. RRDP is the owner of real property located at 205 N. Redwood Road, Salt Lake City, Utah ("Lot 3"). real property located at 185 N. Redwood Road, Salt Lake City, Utah ("Lot 4") and property located at 1734 W. Gertie Ave, Salt Lake City, Utah ("Lot 5"). Lot 3, Lot 4 and Lot 5 are legally described on Exhibit A attached hereto and is depicted on the Site Plan attached as hereto as Exhibit B.

D. RRDP is also considering purchasing certain real property located on N. Redwood Road, Salt Lake City Utah that is more particularly described as Parcel 08-34-380-005 (the City Parcel). The City Parcel is depicted on the Site Plan attached hereto as Exhibit B.

E. RRDP is willing to grant an easement to WSNA for right-of-way access across a portion of Lot 3 upon the terms and conditions set forth below.

F. WSNA and RRDP wish to enter an agreement regarding use, construction and maintenance of the right-of-way to be constructed across a portion of Lot 3.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement to WSNA.** RRDP does grant and convey to WSNA a perpetual, appendant, appurtenant, non-exclusive easement of access, passage and use over and across a portion of Lot 3 in the location designated as "Access Easement" on the Site Plan attached as Exhibit B and made a part of this Agreement, to construct, maintain and use a pedestrian and vehicular ingress and egress from Redwood Road to and from Lot 2 (the "Easement"). The Access Easement granted in this Agreement is non-exclusive and does not preclude RRDP or their invitees, guests or successors-in-interest from using Lot 3 for any purpose, business, or otherwise. RRDP or its successors-in-interest are free to grant to other persons or entities the right to use Lot 3, so long as such use does not unreasonably interfere with the rights granted to WSNA under this Agreement. The Access Easement, and all rights associated therewith, are granted to WSNA, its successors, and assigns, and any future owner of Lot 2, and for the benefit of the successor, successor in title and assigns of WSNA and for the benefit of the tenants, customers, business guests, licensees and invitees of each the above. The Access Easement shall be now and forever be appurtenant to Lot 2. The Access Easement granted in this Agreement is intended to run with the land and be transferable with the property benefited because the Access Easement is essentially necessary to the use of Lot 2. WSNA agrees that it shall utilize the Access Easement granted herein in such manner as to minimize, to the extent reasonably possible, interference with RRDP's (and its tenants, employees, customers and invitees) use, enjoyment and development of Lot 3, Lot 4 or Lot 5. Nothing in this Agreement shall prevent or preclude RRDP or its representatives, heirs, successors or assigns from developing all or a portion of Lot 3, Lot 4 or Lot 5, subject to the rights granted to WSNA under this Agreement. In such event, RRDP reserve the right to use Lot 3 to grant other easements across the Access Easement for the benefit of Lot 3, Lot 4, Lot 5 or the City Parcel and the owners and occupants thereof and their invitees and guests, as well as utility providers and/or governmental authorities, as applicable, so long as the the same does nto unreasonably interfere with the rights granted WSNA under this Agreement.

2. **Construction of driveway on the Access Easement.** WSNA shall be entitled to design and construct a twenty-four (24) foot wide asphalt driveway ("Driveway") and install related improvements, including utilities, over and along the Access Easement. Such Driveway and related improvements shall be constructed by WSNA in a lien-free, good and workmanlike manner, and otherwise in accordance with local building codes and the plans and specifications that have been submitted to the Salt Lake County Building Department. RRDP has already paid WSNA Thirteen Thousand Four Hundred Dollars (\$13,400), which the parties agree is RRDP's portion of the construction costs related to the Driveway. WSNA shall be solely responsible for all other costs associated with the initial construction of the Driveway and related improvements. If RRDP's future uses of Lot 3, Lot 4, lot 5 or the City Parcel shall require that the Driveway or other improvements on the Access Easements described in this Agreement be modified or relocated in any way, then RRDP shall be responsible for the all costs of any such modifications; provided, however, that WSNA shall still be responsible for its portion of the maintenance and repairs on the improvements, as further described in paragraph 4 below. Further, in the event the Driveway or related improvements are damaged during the construction of any improvements on Lot 3, Lot 4, Lot 5 or the City Parcel, then RRDP shall repair the Driveway and improvements and restore them to a condition that is equal to, or better than they were prior to any such damage. In addition, notwithstanding anything contained herein to the contrary, the parties hereto agree that RRDP shall have the right, at its discretion and sole expense and with prior written notice to WSNA, to reasonably relocate the Access Easement area to a different

area on RRDP's property, or to reasonably increase the width of such easement area in order to facilitate and accommodate RRDP's future subdivision, development and/or re-development of its property as determined by RRDP; provided, however, that WSNA shall continue to have the easement rights granted to WSNA pursuant to this Agreement in such relocated easement area; that such relocated Access Easement shall not unreasonably inconvenience WSNA or unreasonably interfere with WSNA's access and such relocated easement area shall be substantially the same width as the Access Easement area established pursuant to this Agreement. The parties also agree that RRDP shall have the right, at its discretion and sole expense and with prior notice to WSNA, to increase the scope of its easement rights under this Agreement to benefit the City Parcel if RRDP acquires the City Parcel. The parties shall use commercially reasonable good faith efforts to prepare, execute, deliver and record an amendment to this Agreement, if necessary, to memorialize and depict any such increase in the scope of the Access Easement or to relocated Access Easement area if RRDP makes such election. In the event the relocated Access Easement shall result in an increase in maintenance and repair costs (as addressed in Section 3 below), RRDP shall be solely responsible for that increased portion of the initial and ongoing maintenance and repair cost.

3. **Maintenance and Repair.** After construction of a Driveway is complete, WSNA shall initially be solely responsible for the ongoing maintenance and repair of the Driveway, including snow removal, until such time as RRDP begins construction of any improvements on Lot 3, Lot 4 or Lot 5 that will ultimately utilize the Driveway. Once RRDP begins construction of improvements on one of its three lots (Lot 3, Lot 4 or Lot 5) or the City Parcel that will ultimately utilize the Driveway, RRDP shall be responsible for all ongoing maintenance and repair of the Driveway, and WSNA shall be responsible to reimburse RRDP for seventy-five percent (75%) of the cost of the actual ongoing maintenance and repair, including snow removal. Once RRDP begins construction of any improvements on the second lot that will utilize the Driveway, WSNA's reimbursement percentage will be reduced to fifty percent (50%) of the costs of actual ongoing maintenance and repair, including snow removal. Once RRDP begins construction of any improvements on the third of its three lots that will utilize the Driveway, WSNA's reimbursement percentage will be reduced to twenty five percent (25%) of the costs of actual ongoing maintenance and repair, including snow removal. On a quarterly basis, RRDP shall provide WSNA with invoices for the actual costs of the ongoing maintenance and repair. WSNA shall reimburse RRDP for such actual costs within 15 days of receipt of written demand therefor.

4. **Liability Insurance.** Each Party shall, at all times during the term of this Agreement, maintain in full force and effect comprehensive public liability insurance covering its uses of the properties described herein with financially responsible insurance company or companies, including coverage for any accident resulting in bodily injury to or death of any person or consequential damages arising therefrom, and comprehensive property damage insurance, each in an amount not less than \$2,000,000 combined single-limit coverage. Each party's liability insurance policy shall name the other party as an additional named insured.

5. **Breach of Obligations.** In the event either party fails to perform its obligations under this Agreement, the other party shall, in addition to any other remedies afforded under Utah law, be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief.

6. **Attorney Fees.** In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial and on appeal as adjudged by the trial and appellate court.

7. **Notices.** Whenever any notice is required or sent under this Agreement, it shall be made in writing and shall be effective when served either personally or sent by U.S. first-class certified mail, postage prepaid, return receipt requested and addressed to the parties as follows:

If to RRDevelopment Partners:	Blake Henderson 2041 Paddington Drive Park City, Utah 84060
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If to West Station North Apartments, LP:	Blake Henderson 2041 Paddington Drive Park City, Utah 84060
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8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Utah .

9. **Binding on Successors and Assigns.** This agreement shall be binding on and shall inure to the benefit of WSNA, RRDP and their respective successors, successors in title, legal representatives, heirs and assigns.

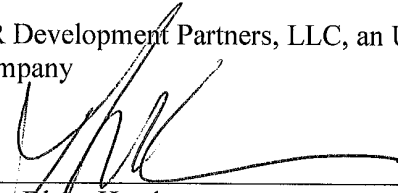
10. **Severability.** In the event any provision of this agreement is held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this agreement.

11. **Entire Agreement.** This agreement contains the entire agreement of the parties to it with respect to the subject matter, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth in this agreement shall be of any force or effect.

12. **Modification.** This agreement may not be modified except by written modification, executed by all parties to it. All titles or captions of the paragraphs set forth in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this agreement, or the intent of any provision of it.

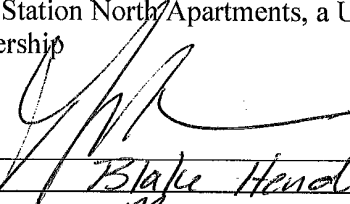
13. **Due Authorization.** Each individual executing this instrument represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs and that as a result of his/her signature, this agreement shall be binding upon the party for which he/she signs.

RR Development Partners, LLC, an Utah limited liability company



By: Blake Henderson
Its: Manager


West Station North Apartments, a Utah limited liability partnership



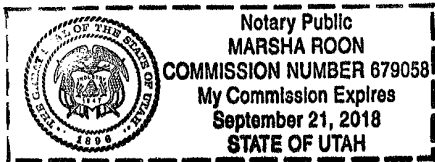
By: Blake Henderson
Its: Manager

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 30 day of ^{November} ~~December~~, 2017 by Blake Henderson, the Authorized Member of RR Development Partners, LLC, an Utah limited liability company.



Notary Public for Utah
My commission expires 9/21/18



STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this 30 day of ^{November} ~~December~~, 2017 by Blake Henderson, the Authorized Member of West Station North Apartments, an Utah limited liability partnership.

Marsha Roon
Notary Public for Utah
My commission expires 9/21/18

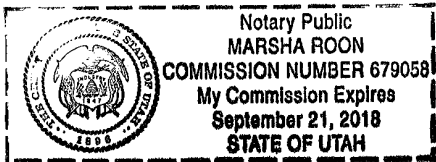


EXHIBIT A

Lot 2:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, CHARS S. DESKYS FOURTH ADDITION TO SALT LAKE CITY, AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER (ENTRY NO. 12130004, BOOK 2015, PAGE 211, FILED SEPTEMBER 10, 2015), SAID POINT BEING LOCATED NORTH 00°00'00" EAST 1,947.43 FEET AND NORTH 90°00'00" WEST 113.19 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (A FOUND BRASS CAP SURVEY MARKER, SALT LAKE COUNTY MONUMENT NO. 1N1W3402, LOCATED AT 000 N. 1700 W.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD AND ON A 22,865.31 FOOT RADIUS FOOT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 88°48'57" WEST; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.72 FEET THROUGH A CENTRAL ANGLE OF 00°34'50"; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE SOUTH 89°58'38" WEST A DISTANCE 213.67 FEET; THENCE SOUTH 00°01'22" EAST A DISTANCE OF 151.68 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 151.68 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 45.50 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°58'38" WEST A DISTANCE OF 235.64 FEET TO THE EASTERLY LINE OF MORTON MEADOWS SUBDIVISION PLAT B; THENCE ALONG SAID EASTERLY LINE OF MORTON MEADOWS SUBDIVISION PLAT B, NORTH 00°04'28" EAST A DISTANCE OF 218.26 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF MORTON MEADOWS SUBDIVISION PLAT B, SOUTH 89°51'50" EAST A DISTANCE OF 565.92 FEET TO THE POINT OF BEGINNING. (08-34-331-042)

Lot 3:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, CHARS S. DESKYS FOURTH ADDITION TO SALT LAKE CITY, AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER (ENTRY NO. 12130004, BOOK 2015, PAGE 211, FILED SEPTEMBER 10, 2015), SAID POINT BEING LOCATED NORTH 00°00'00" EAST 1,564.05 FEET AND NORTH 90°00'00" WEST 108.48 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (A FOUND BRASS CAP SURVEY MARKER, SALT LAKE COUNTY MONUMENT NO. 1N1W3402, LOCATED AT 000 N. 1700 W.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE SOUTH 89°58'38" WEST A DISTNCE 214.70 FEET; THENCE NORTH 00°01'22" WEST A DISTANCE OF 151.68 FEET; THENCE NORTH 89°58'38" EAST A DISTANCE OF 213.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID REDWOOD ROAD, SAID POINT ALSO BEING ON A 22,865.31 FOOT RADIUS CURVE TO THE

RIGHT, THE CENTER OF WHICH BEARS SOUTH 89°23'47" WEST; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID REDWOOD ROAD AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.68 FEET THROUGH A CENTRAL ANGLE OF 0°22'48" TO THE POINT OF BEGINNING.

Lot 4:

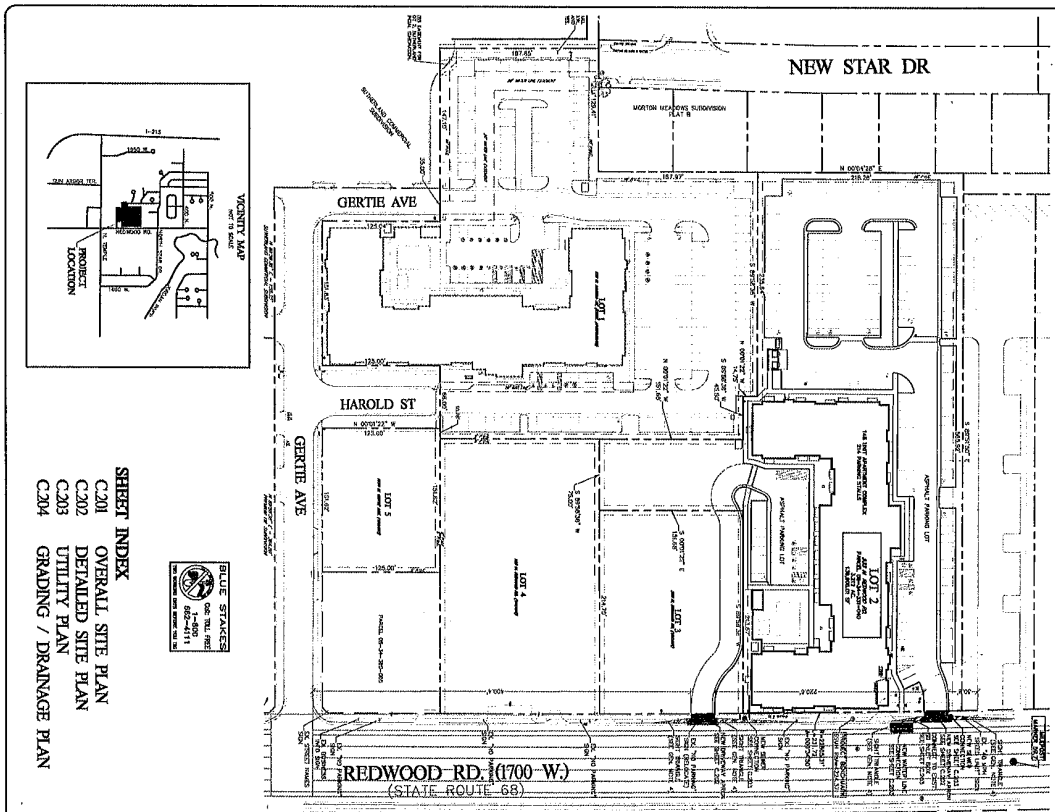
Lot 4 of Chars Desky amended and extended

Lot 5:

Lot 5 of Chars Desky amended and extended

Tax Serial Nos 08-34-331-042, 08-34-331-046, 08-34-331-043 and 08-34-331-044

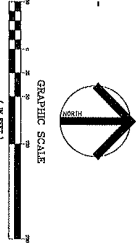
EXHIBIT B Site Plan



- SHEET INDEX**
- C201 OVERALL SITE PLAN
 - C202 DETAILED SITE PLAN
 - C203 UTILITY PLAN
 - C204 GRADING / DRAINAGE PLAN



WEST STATION APARTMENTS, PHASE 2
 A 148 UNIT APARTMENT PROJECT LOCATED IN THE EAST 1/2 OF THE
 THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST,
 SALT LAKE BASIN AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH



LEGAL DESCRIPTION

ALL OF LOT 1, CORNER 1/4 SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, SALT LAKE COUNTY, UTAH, AS SHOWN ON THE PLAT OF THE SALT LAKE COUNTY RECORDS, BOOK 10, PAGE 10, AND AS SHOWN ON THE PLAT OF THE SALT LAKE COUNTY RECORDS, BOOK 10, PAGE 10, AND AS SHOWN ON THE PLAT OF THE SALT LAKE COUNTY RECORDS, BOOK 10, PAGE 10.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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UDOT NOTES

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C201	OVERALL SITE PLAN UDOT CONDITIONAL ACCESS PERMIT WEST STATION APARTMENTS, PHASE 2 HENDERSON DEVELOPMENT		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <p style="font-size: small;">© 2016 Evergreen Engineering, Inc.</p>	REVISIONS		DATE	BY								
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