10581551 12/18/2008 10:46 AM \$16.00 Book - 9666 Pg - 1675-1678 SARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH JAKE TATE 2010 HORTH REDWOOD RD SALT LAKE CITY UTAH 84116
EASEMENT ACKNOWLEDGMENTSHM, DEPUTY - WI 4 P.

BY: SAM

## Recitals

WHEREAS, America First Federal Credit Union, hereinafter "Credit Union," is the owner of real property at approximately 3499 South State Street, Salt Lake City, Salt Lake County; and

WHEREAS, the Credit Union shall construct a branch on the South most portion of the property; and

WHEREAS, the Credit Union shall sell the property on the North (approximately 3469) South); and

WHEREAS, the joint access easement shall be approximately fifty percent (50%) of the property to the North and fifty percent (50%) of the Credit Union's property where the branch is located.

WHEREAS, the Utah Department of Transportation, hereinafter "UDOT," requires a Cross Easement so that the purchaser of the property to the North of the Credit Union and the Credit Union will have a joint access on the North of the Credit Union property and the South of the property that the Credit Union will sell so that each party may have egress and ingress to their respective property; and

WHEREAS, attached hereto as Exhibit "B" is a plat where the easement described by Exhibit "A' is designated as "Southerly Access Easement" and depicted on said plat,

NOW, THEREFORE, the Credit Union acknowledges and agrees as follows:

- The Credit Union shall allow the purchaser of the property on the North to ingress and egress its property through a joint access easement, the legal description is attached hereto as Exhibit "A," and said common access easement is designated as "Southerly Access Easement" on Exhibit "B."
- The Credit Union shall pay the initial costs of constructing the joint access and negotiate with the new owner for a pro-rata share of the maintenance cost of said easement. The easement shall run with the land and in perpetuity. Both parties' members, invitees, guests, assigns and customers may use the approach described on Exhibit "A" for access for ingress and egress to the parties' property.
- No Obstruction: Neither party will obstruct the approach; however, there may be limited times when either party may need to obstruct the access. Therefore, neither party shall obstruct the approach without the written consent of the other party unless it's an

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emergency. If it is an emergency, the parties shall complete their repair within a reasonable time and only block off that portion of the approach that is necessary to complete the repair.

- 4. <u>Modification</u>: This Agreement shall not be modified unless expressly agreed to in writing by each of the parties.
- 5. <u>No Public Dedication</u>: This Easement is for the use and benefit of the Credit Union and the owner of the property to the North of the Credit Union and their respective tenants, licensees, guests and invitees, and is not intended to confer any benefit or right upon the general public.
  - 6. Recording: This Easement shall be recorded.

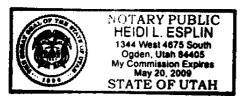
Dated this 1672 day of December, 2008.

AMERICA FIRST FEDERAL CREDIT UNION, a Utah corporation,

By \_\_\_\_\_\_\_Jil Morby, Sr. V/ice/President/Operations

STATE OF UTAH ) : ss COUNTY OF WEBER )

On this <u>W</u> day of December, 2008, personally appeared before me Jil Morby, Sr. Vice President of America First Federal Credit Union and the signer of the within instrument who duly acknowledged before me that she executed the same.



NOTARY P

## AFCU South Salt Lake Southerly Access Easement

November 18, 2008

A part of Lot 7, Block 17, Ten Acre Plat "A", Big field Survey in Salt Lake County, Utah:

Beginning on the East Line of State Street as it exist at 66.00 foot half-width at a point 701.59 feet South 89°57′17″ West along the Lot Line; and 169.41 feet North 0°00′45″ West along said East Line of State Street from the Southeast Corner of said Lot 7, located 1585.79 feet South 0°00′45″ East along the monument line of said State Street and 66.00 feet North 89°59′15″ East from a Monument at the intersection of said State Street and 3300 South Street; and running thence North 89°59′15″ East 64.04 feet; thence South 0°00′45″ East 30.00 feet; thence South 89°59′15″ West 64.04 feet to said East Line of State Street; thence North 0°00′45″ West 30.00 feet along said East Line to the point of beginning.

Contains 1,921 sq. ft.

