

Recorded at the Request of:
Mid-Valley Holdings, LLC

P.O. Box 709012
SANDY, UT 84070

11126818
02/01/2011 02:27 PM \$18.00
Book - 9902 Pg - 5137-5141
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MID-VALLEY HOLDING
PO BOX 709012
SANDY UT 84070
BY: ZJM, DEPUTY - WI 5 P.

CROSS ACCESS EASEMENT AND JOINT PARKING AGREEMENT

An Agreement entered this 26 day of January, 2011, between Mid-Valley Medical Condominium Owners Association Inc of 5801 S Fashion Blvd, Murray, Utah 84107 and Mid-Valley Holdings, LLC of 5701 Fashion Blvd, Murray, Utah 84107.

RECITALS

- A. Mid-Valley Medical Condominium Owners Association Inc owns and manages certain real estate, hereinafter referred to herein as "Parcel A" located at 5801 Fashion Blvd, Murray, Utah, 84107 also shown as the proposed Mid-Valley Medical Condominium Second Amended, attached hereto as Exhibit A.
- B. Mid-Valley Holdings, LLC is the record owner of certain real estate, hereinafter referred to as "Parcel B", located at 5701 Fashion Blvd, Murray, Utah 84107 described as "Convertible Lands" on the attached said plat, legally described as follows:

Beginning at a point on the Easterly right-of-way line of Fashion Boulevard South 89°55'00" East, 156.52 feet and South 00°00'10" West, 32.51 feet from the center of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 51°46'01" West along said right-of-way line 256.53 feet; thence south 38°43'34" East 85.26 feet; thence East 148.16 feet; thence North 00°00'10" East 225.27 feet to the point of beginning. Contains 0.634 acres more or less.

- C. Declarant, Gordon Jacobson and/or Mid-Valley Holdings, is the developer of the proposed Mid-Valley Plat Second Amended, a Commercial Condominium Project, having a Declaration of Condominium, for Mid-Valley Medical Condominium recorded in Salt Lake County, Utah as Entry No. 9954362, in Book 9401, in Book 560 (as said Declaration may have heretofore been amended or supplemented), of the official records.
- D. In said Declaration, Declarant reserved specific areas designated as "convertible land" for future development, if desired and performed within the time period of

Declarant's control. Declarant timely desires to convert portions of said convertible land as designated in the attached plat in Exhibit A

- E. Declarant, or a successor, shall obtain site plan approval from Murray City to develop the designated convertible land, hereinafter referred to as "Parcel B." When applying for site plan approval, Declarant or its successor shall provide adequate parking for its own structure, according to Murray City Ordinances and requirements.
- F. In order for a site plan to be approved, Murray City has required that a cross access and joint parking agreement between Parcels A and B must be created.
- G. NOW THEREFORE, The parties desire to grant to each other a cross access easement and enter into a joint parking agreement for purposes of ingress, egress, and joint parking over their respective parcels to assist in traffic flow and to accommodate any needs for parking for both parcels.

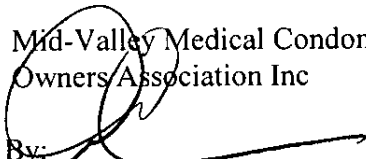
AGREEMENT

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

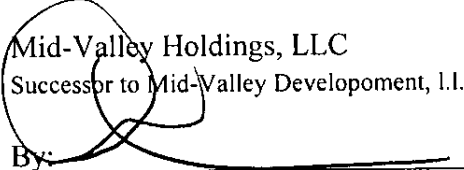
1. Mid-Valley Medical Condominium Owners Association Inc hereby grants to Mid-Valley Holdings, LLC or its successor and any of its guests, patrons, or invitees of such, an easement for ingress, egress, and joint use of its existing parking area in its current or future configuration.
2. Mid-Valley Holdings, LLC or its successor, hereby grants to Mid-Valley Medical Condominium Owners Association Inc, and any of its guests, patrons or invitees, an easement for ingress, egress and joint use of its parking area in its current or future configuration. Future construction shall require a site plan approved by the City of Murray.
3. The easements shall burden and benefit both Parcels A and B. The easements shall run with the land and shall be binding on and shall insure to the benefit of the parties, their respective heirs, successors or assigns.
4. The easements granted herein shall continue until expressly terminated by written agreement between both parties, their successors, or their assigns.
5. Upon the earlier of 1) the sale of Parcel B, or 2) prior to occupancy of any building constructed thereon, Declarant or his successor shall re-stripe the parking area of Parcel A to a more-efficient parking arrangement as suggested in Exhibit B to enable Parcel A to conform independently with current Murray City Parking regulations.

6. Property Owner of Parcel B shall repair any damage caused to its parking area, or that parking area owned by Property Owner A, that may occur during construction activities of Parcel B. Property Owner A shall immediately repair and restore the condition of the harmed area within 1) thirty (30) days of the damage or substantial completion of any site work; or 2) within thirty (30) days receipt of written request by Property Owner A or by the City of Murray for repair.
7. Each party agrees to maintain the easement area that is located in its property and not cause any structure to be erected that would interfere with the free and unimpeded use and enjoyment of the right of easement and access herein conveyed. Said maintenance shall also require snow removal which shall not block the easement. Property Owners A and B herein also agree to contribute to a joint exterior maintenance account managed by the Mid-Valley Medical Condominium Owners Association, with contributions based upon a pro-rata basis of square footage. Such fund shall be used to ensure maintenance of the easement area including, but not limited to: landscape maintenance, landscape water, trash removal, asphalt repair and/or replacement, snow removal, etc. Interior maintenance and common area utilities of buildings located on Parcels A and B shall be individually overseen and managed by the respective Party.
8. This easement shall be recorded with the Salt Lake County Recorder's Office.

Mid-Valley Medical Condominium
Owners Association Inc

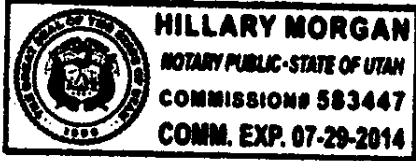
By: 
Gordon Jacobson, President

Mid-Valley Holdings, LLC
Successor to Mid-Valley Development, L.L.C.

By: 
Gordon Jacobson, Manager

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 26 day of January, 2011, before me, a Notary Public in and for the County of Salt Lake, personally appeared Gordon Jacobson on behalf of Mid-Valley Medical Condominium Owners Association Inc, to me known to be the President and same person who signed and is described in the above instrument and acknowledged the same to be within full authority of said entity's articles of incorporation and/or bylaws.



Hillary Morgan
Notary Public - Utah
My Commission expires:
Residing in:

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 26 day of January, 2011, before me, a Notary Public in and for the County of Salt Lake, personally appeared Gordon Jacobson, on behalf of Mid-Valley Holdings, LLC to me known to be the Manager and same person who signed and is described in the above instrument and acknowledged the same to be within full authority of said entity's articles of organization and/or operating agreement.



Hillary Morgan
Notary Public - Utah
My Commission expires:
Residing in:

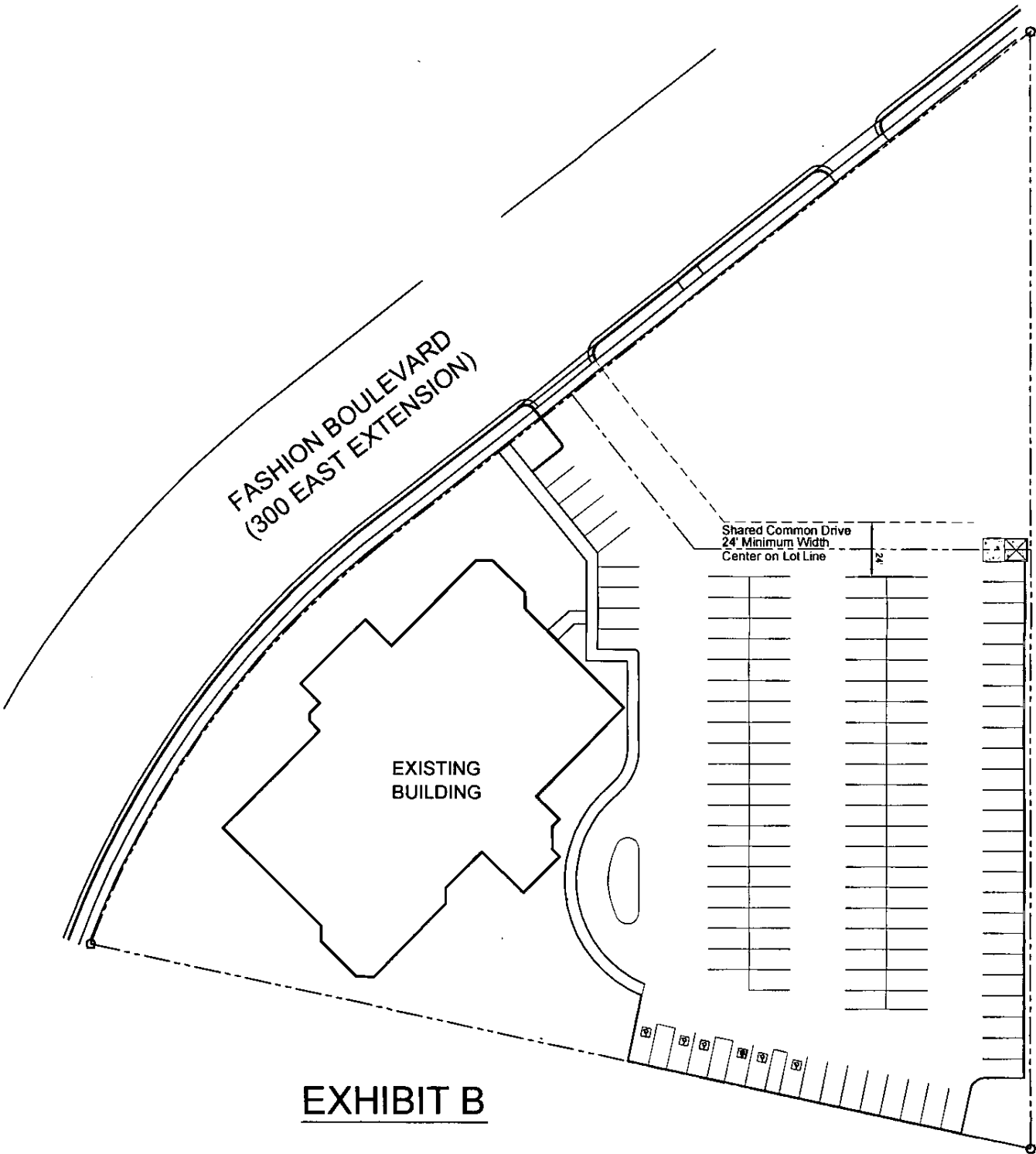


EXHIBIT B