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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CHONE RAFFAPORT & SEGAL  
257 E 200 S  
7TH FLOOR  
SLC UT 84147  
BY: SMP, DEPUTY - WI 14 P.

WHEN RECORDED RETURN TO:

The Cottages at Hidden Creek Homeowners Association  
856 East 12300 South, #7  
Draper, UT 84084

**CROSS EASEMENT AGREEMENT**

This Cross Easement Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of April, 2014, by **GMG II Investment, LLC**, a Utah limited liability company ("GMG"), and **The Cottages at Hidden Creek Homeowners Association**, a Utah non-profit corporation ("Hidden Creek").

**RECITALS**

A. GMG is the Owner of certain real property located at 11654 South Redwood Road, Riverton City, Salt Lake County, Utah, which is described on Exhibit "A" attached hereto (the "GMG Property"):

B. Hidden Creek is the homeowners association for The Cottages at Hidden Creek Subdivision (the "Subdivision"), which is located adjacent to GMG's Property. The Subdivision is described on Exhibit "B" attached hereto.

C. GMG's Property is bordered on the north by Stafford View Drive, a private street which is used as access to GMG's Property, the Subdivision and other property. Hidden Creek has constructed an entry gate (the "Entry Gate") across Stafford View Drive. A portion of the Entry Gate is located on the GMG Property in the area described on Exhibit "C" attached hereto (the "Entry Gate Parcel").

D. Because of a fence on the GMG Property, a portion of the GMG Property, which is described on Exhibit "D" attached hereto (the "Landscaped Parcel"), is accessible only from Stafford View Drive and only by traveling through the Entry Gate. The Landscaped Parcel is improved with landscaping and sprinklers.

D. Hidden Creek desires an easement over the Entry Gate Parcel for purposes of maintaining a portion of the Entry Gate thereon.

E. GMG desires an easement over the portion of Stafford View Drive that is located within the Subdivision, which is described on Exhibit "E" attached hereto (the "Stafford View Drive Parcel"), for purposes of accessing and maintaining the Landscaped Parcel.

F. Hidden Creek and GMG are willing to grant each other easements as specifically set forth below.

**GRANT OF EASEMENTS**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GMG and Hidden Creek agree as follows:

1. Creation of Hidden Creek Easement. GMG hereby grants and conveys to Hidden Creek, for the use and enjoyment of Hidden Creek, the owners of lots in the Subdivision, and their respective successors and assigns, lessees, employees, invitees and guests, an easement (the "Entry Gate Easement") over and across the Entry Gate Parcel for the purpose of installing, maintaining, repairing and replacing that portion of the Entry Gate that is located on the Entry Gate Parcel.

2. Creation of GMG Easement. Hidden Creek hereby grants and conveys to GMG, for the use and enjoyment of GMG, its successors and assigns, lessees, employees, invitees and guests, a non-exclusive easement (the "Stafford View Drive Easement") over and across the Stafford View Drive Parcel for the purpose of accessing the Landscaped Parcel to maintain the landscaping on the Landscaped Parcel. Upon execution of this Agreement, Hidden Creek will provide GMG with current access codes, remotes and keys, if any, to the Entry Gate. Hidden Creek will provide GMG with new access codes, remotes and keys, if any, to the Entry Gate within five business days after any changes are made to such access codes, remotes, or keys. In the event the fence is ever removed, the easements will terminate as GMG will have access to its landscaped parcel.

3. Maintenance of Easement Parcels. Hidden Creek shall be solely responsible for the upkeep and maintenance of the Entry Gate. Hidden Creek shall be solely responsible for the upkeep and maintenance of the Stafford View Drive Parcel. GMG shall be solely responsible for the upkeep and maintenance of the Landscaped Parcel. All repairs, upkeep and maintenance shall be performed in a diligent and workmanlike manner.

4. Easements Appurtenant. For the purpose of the Entry Gate Easement, the Subdivision shall constitute the dominant estate and GMG's Property shall constitute the servient estate. For the purpose of the Stafford View Drive Easement, the GMG Property shall constitute the dominant estate and the Subdivision shall constitute the servient estate. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions granted or created herein create servitudes upon the servient estate in favor of the dominant estate; are appurtenances to the dominant estate; may not be transferred, assigned or encumbered except as an appurtenance of the dominant estate; and shall be covenants which run to the benefit of the owners of all or any portion of the dominant estate, their successors and assigns.

5. Indemnification. Each of the Parties hereto agrees to indemnify, defend and hold harmless the other Parties from and against any and all claims, demands, suits, actions, losses, costs, damages, expenses and liabilities, of whatever nature or kind (including but not limited to reasonable attorney's fees, litigation and court costs, and amounts paid in settlement or in discharge of judgments) how so ever caused, directly or indirectly, resulting from, arising out of or otherwise related, in any way, to such Party's (including its guests) use of the Easements.

6. Injunctive and Equitable Relief. Any violation of the restrictions and provisions of this Agreement shall be grounds for injunctive and equitable relief. Relief may be sought and obtained by any Party.

7. Attorneys' Fees and Costs. In the event that any Party breaches this Agreement, the non-breaching Parties shall be entitled to recover all costs of every type and attorneys' fees reasonably incurred as a result of the breach, whether with or without litigation.

8. Miscellaneous Provisions.

a. Failure of a Party to insist on the performance of any provision hereunder shall not be construed as a waiver from the future enforcement of any such provision.

b. The benefits and burdens imposed under this Agreement shall be the obligation of the Parties and their successors and assigns and shall terminate as to a Party upon the termination of that Party's interest in the property affected hereby.

c. If any provision of this agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this agreement or the application of such provision to persons or circumstances other than those which it is held invalid, shall not be affected thereby. Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

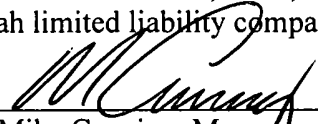
d. This Agreement contains the entire agreement with respect to the subject matter hereof and there are no other terms, expressed or implied, except as contained herein.

e. The easements, covenants, restrictions and undertakings created in this Agreement and each of them shall be perpetual, unless agreed upon by all of the Parties.

f. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

IN WITNESS WHEREOF, the undersigned acknowledges that it has signed this Agreement on the date first written above.

**GMG II Investment, LLC,**  
a Utah limited liability company

By:   
Mike Canning, Manager

**The Cottages at Hidden Creek Homeowners Association,**  
a Utah non-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

7. Attorneys' Fees and Costs. In the event that any Party breaches this Agreement, the non-breaching Parties shall be entitled to recover all costs of every type and attorneys' fees reasonably incurred as a result of the breach, whether with or without litigation.

8. Miscellaneous Provisions.

a. Failure of a Party to insist on the performance of any provision hereunder shall not be construed as a waiver from the future enforcement of any such provision.

b. The benefits and burdens imposed under this Agreement shall be the obligation of the Parties and their successors and assigns and shall terminate as to a Party upon the termination of that Party's interest in the property affected hereby.

c. If any provision of this agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this agreement or the application of such provision to persons or circumstances other than those which it is held invalid, shall not be affected thereby. Each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

d. This Agreement contains the entire agreement with respect to the subject matter hereof and there are no other terms, expressed or implied, except as contained herein.

e. The easements, covenants, restrictions and undertakings created in this Agreement and each of them shall be perpetual, unless agreed upon by all of the Parties.

f. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

IN WITNESS WHEREOF, the undersigned acknowledges that it has signed this Agreement on the date first written above.

GMG II Investment, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

Mike Canning, Manager

The Cottages at Hidden Creek Homeowners  
Association,  
a Utah non-profit corporation

By: \_\_\_\_\_

Its: Bruce Nagamatsu  
President Cottages HOA

STATE OF UTAH                     )  
  : ss  
COUNTY OF SALT LAKE    )

On the 23<sup>rd</sup> day of April, 2014, personally appeared before me Mike Canning, the Manager of GMG II Investment, LLC, who acknowledged that he executed the foregoing document on behalf of said company.



*Kent Morgan*  
Notary Public

STATE OF UTAH                     )  
  : ss  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of April, 2014, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of The Cottages at Hidden Creek Homeowners Association, who acknowledged that he or she executed the foregoing document on behalf of said company.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 23<sup>rd</sup> day of April, 2014, personally appeared before me Mike Canning, the Manager of GMG II Investment, LLC, who acknowledged that he executed the foregoing document on behalf of said company.



[Signature]  
Notary Public

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On the 22<sup>nd</sup> day of May, 2014, personally appeared before me Brian Henry Nagamatsu, the President of The Cottages at Hidden Creek Homeowners Association, who acknowledged that he or she executed the foregoing document on behalf of said company.



[Signature]  
Notary Public

**EXHIBIT "A"**  
(GMG Property)

Beginning at a point South 00°07'35" West 1499.88 feet and North 89°52'25" West 73.47 feet from the center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 35°08'47" East 35.46 feet; thence South 00°07'35" West 121.05 feet; thence North 89°52'25" West 232.32 feet; thence North 00°07'35" East 150.00 feet; thence South 89°52'25" East 211.85 feet to the point of beginning.

APN: 27-22-377-013

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**EXHIBIT "B"**  
(Subdivision)

The Cottages at Hidden Creek Subdivision, according to the Official Plat thereof on file and of record with the Salt Lake County Recorder's Office, including all Lots and common areas.



**EXHIBIT "C"**  
(Entry Gate Parcel)

Beginning at a point being North 0°07'35" East 1157.35 feet along the Quarter section line and North 89°52'25" West 218.60 feet from the South Quarter Corner of Section 22, township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 88°24'58" West 1.00 feet;

thence North 1°49'53" West 4.98 feet;

thence South 89°52'25" East 1.00 feet;

thence South 1°49'53" East 4.95 feet to the point of beginning.

Contains 5.0 square feet.

**EXHIBIT "D"**  
(Landscaped Parcel)

Beginning at a point being North 0°07'35" East 1156.68 feet along the Quarter section line and North 89°52'25" West 218.58 feet from the South Quarter Corner of Section 22, township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 88°39'48" West 66.74 feet;

thence North 0°00'29" West 7.32 feet;

thence South 89°52'25" East 66.55 feet;

thence South 1°49'53" East 5.62 feet to the point of beginning.

Contains 431 square feet.

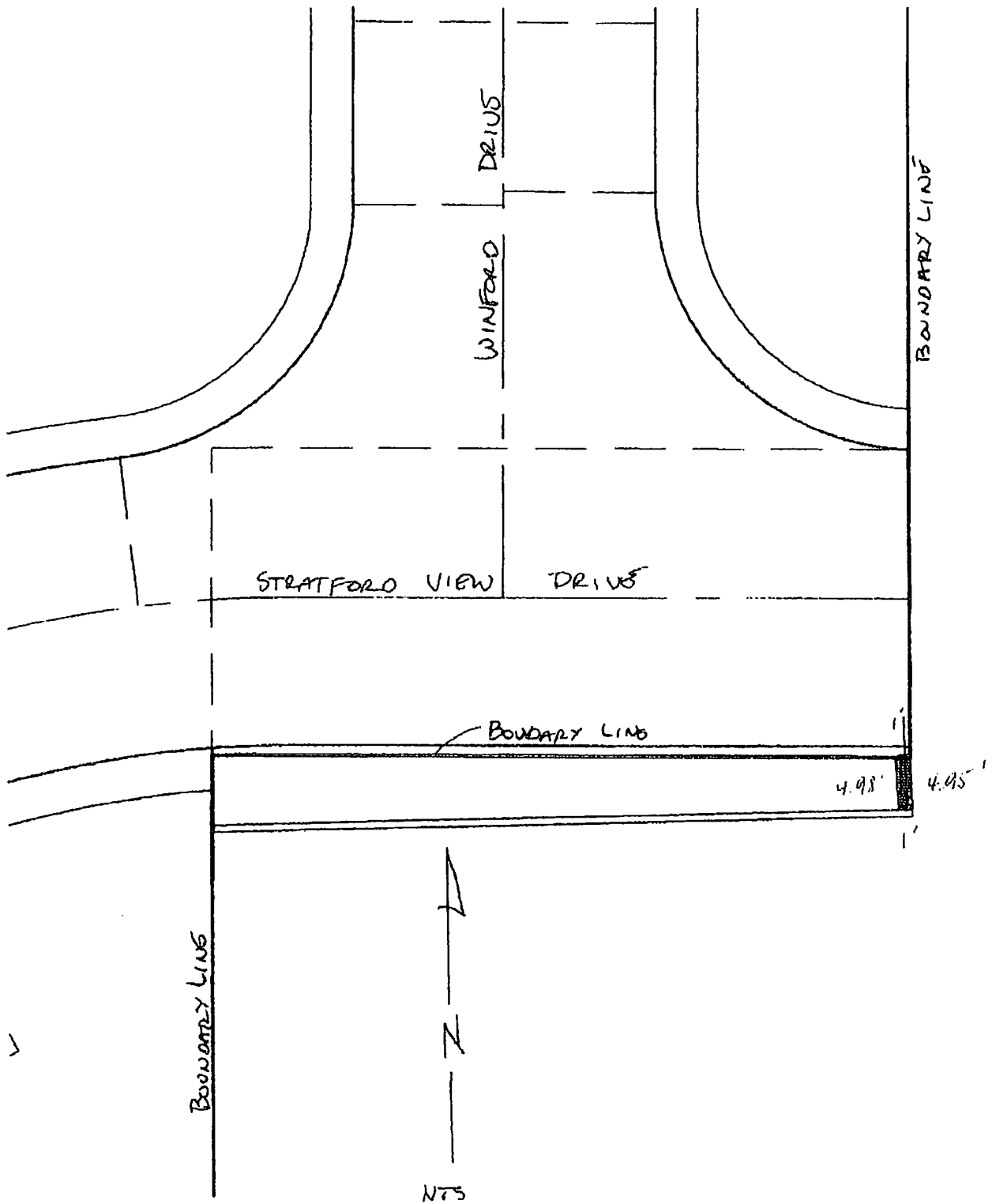
**EXHIBIT "E"**  
(Stafford View Drive Parcel)

Beginning at a point being North 0°07'35" East 1162.29 feet along the Quarter section line and North 89°52'25" West 218.80 feet from the South Quarter Corner of Section 22, township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

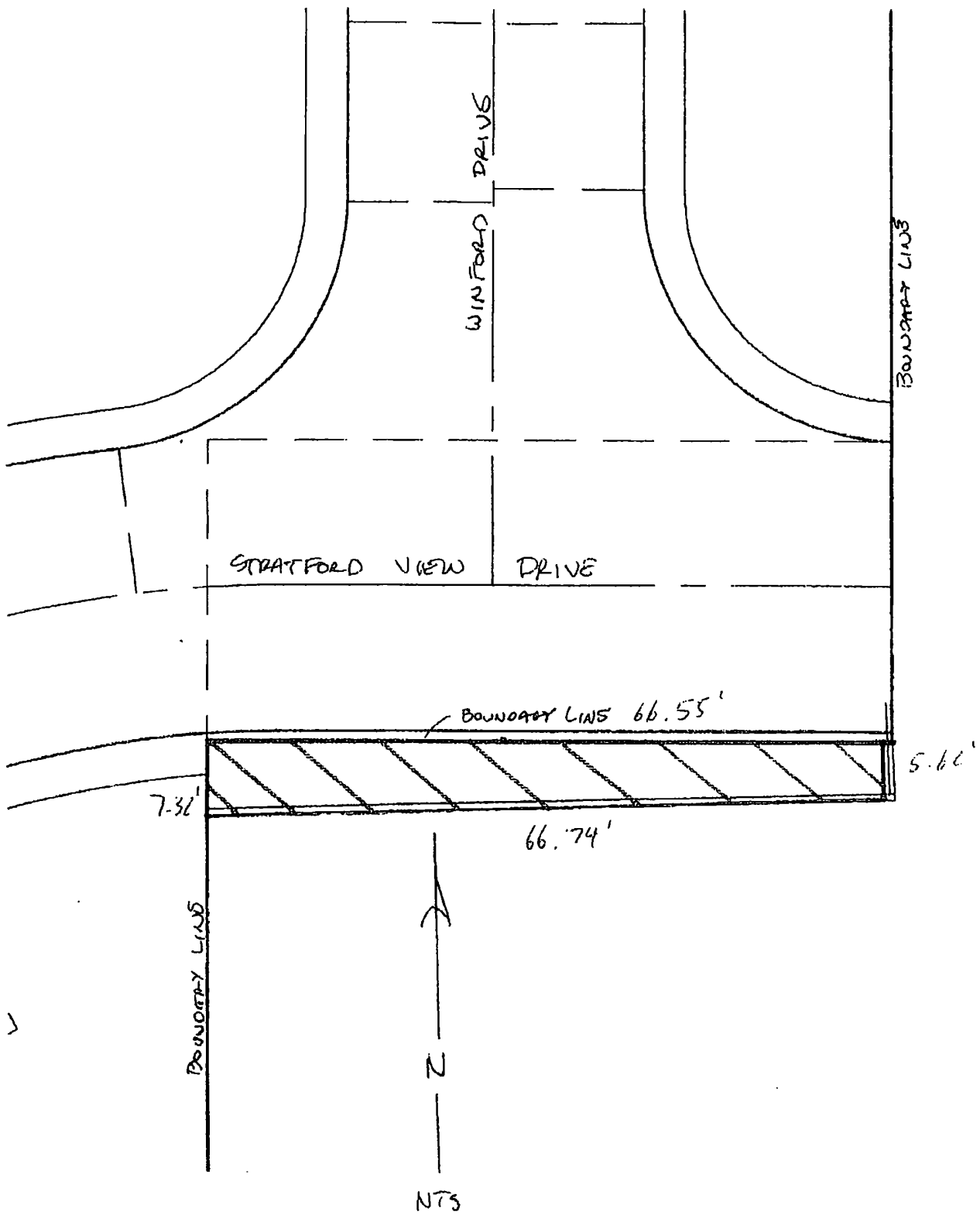
thence South 89°52'25" East 66.52 feet;  
thence North 0°07'35" West 30.00 feet;  
thence South 89°52'25" East 66.52 feet;  
thence South 0°07'35" West 30.00 feet to the point of beginning.

Contains 1,996 square feet.

# FENCE EASEMENT



# LANDSCAPE EASEMENT



# ACCESS EASEMENT

