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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 13 P.

When Recorded Mail to:
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Shawn C. Ferrin
NCS- 784287 AH
NCS- 784290 AH

Tax Parcel ID Nos.: 08-36-205-040
08-36-205-038
08-36-206-018

ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS ACCESS AND DRAINAGE EASEMENT AGREEMENT (“**Agreement**”), dated March 6, 2017 (“**Effective Date**”), is between the Redevelopment Agency of Salt Lake City, a public agency (“**Agency**”); and Community Housing Services – Capitol Villa, LTD, a Utah limited partnership (“**Community Housing**”) (Agency and Community Housing, are referred to collectively as the “**Parties**” and individually as a “**Party**”), with reference to the following:

- A. Agency owns a portion of the property commonly referred to as Arctic Court and described in **Exhibit A** (“**Arctic Court Parcel**”). The approximate location of the Arctic Court Parcel is shown on the site plan attached as **Exhibit B** (“**Site Plan**”).
- B. Community Housing also owns a portion of the Arctic Court Parcel.
- C. The Arctic Court Parcel has historically been used as a private roadway to provide access to certain properties located adjacent to or near the Arctic Court Parcel, including a parcel owned by Community Housing and described in **Exhibit C** (“**Community Housing Parcel**”).
- D. The Parties are entering into this Agreement to create an easement across the Arctic Court Parcel to provide access to the Community Housing Parcel and to allow for drainage from the Community Housing Parcel.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Grant of Easements Over Arctic Court. Subject to the terms of this Agreement, Agency declares, grants, and conveys to Community Housing, for the benefit of the Community Housing Parcel, a non-exclusive right-of-way and access easement on, over, across and through the surface of Arctic Court for ingress to and egress from, and passage of motor vehicles and pedestrians to and from, the Community Housing Parcel and 500 North Street (“**Access Easement**”). Subject to the terms of this Agreement, Agency declares, grants, and

conveys to the Community Housing, for the benefit of the Community Housing Parcel, a non-exclusive right and easement on, over, under, across and through the Arctic Court to discharge surface storm water drainage and/or runoff from the Community Housing Parcel over, upon, and across the Arctic Court ("**Storm Drain Easement**") (the Access Easement together with the Storm Drain Easement will be referred to collectively in this Agreement as "**Easements**").

2. Use of Arctic Court. The Benefitted Parties (defined below) have the right and easement, in common with others, to utilize Arctic Court for pedestrian and vehicular access, including, but not limited to, automobile, truck, and other street legal motor vehicles. To the extent any portion of Arctic Court is improved with sidewalks, landscape areas, traffic islands or other similar improvements evidencing that a portion of Arctic Court is to be utilized by pedestrians only and not by motor vehicles, that portion of Arctic Court may not be utilized for vehicular access. Notwithstanding any of the foregoing, no parking of any vehicle, motorized or otherwise, is allowed on the Arctic Court Parcel.

3. Easements Appurtenant to the Community Housing Parcel; Benefitted Parties. The Easements are appurtenant to, run with the land, and constitute a portion of the Community Housing Parcel. The Easements may be used by the owners of the Community Housing Parcel (individually, an "**Owner**" and collectively, the "**Owners**") and their respective agents, employees, affiliates, contractors, subcontractors and related service companies, invitees, permittees, guests, tenants, customers, successors, and assigns ("**Benefitted Parties**").

4. Reservation of Rights. Agency reserves to itself, and its Benefitted Parties, the right to: (i) cross over, on, across, under, and through the Arctic Court Parcel; (ii) make any improvements, adjustments, revisions, repairs, maintenance, replacements, relocations, and to perform any and all other actions necessary or desirable with respect to the Arctic Court Parcel as they see fit, in their sole and absolute discretion; and (iii) grant any other easements over, on, across, under, through, and in connection with the Arctic Court Parcel, so long as those uses, improvements, and additional easements do not materially and adversely impair or diminish the Owners' or their Benefitted Parties' use of the Arctic Court Parcel for the purposes granted in this Agreement.

5. Default. In the event any Party fails to perform any provision of this Agreement, which failure continues for a period of ten days' after receipt of written notice specifying the particulars of that failure, that failure will constitute a default and any other Party may thereafter institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law; provided, however, that the defaulting Party will not be deemed to be in default if the failure to perform cannot be rectified within the ten day period and that Party is diligently proceeding to rectify the particulars of that failure and rectifies the failure as soon as practicable.

6. Housing Indemnity. Each Owner will indemnify, defend, and hold harmless Agency from and against all claims, costs, and liabilities, including for mechanics' liens, personal injury, or property damage, resulting from that Owner's use of the Easements and the Arctic Court Parcel, to the fullest extent that any claims arise from or occur by, through, or under that Owner or its Benefitted Parties or are resulting from any act or omission or omissions of that Owner and its Benefitted Parties.

If to Community Housing: Community Housing Services-Capitol Villa, Ltd.
c/o Community Housing Services
370 East 500 South, Suite 101
Salt Lake City, UT 84111
Attn: Philip Carroll

With a required copy to: Terry Jessop & Bitner
341 South Main, Suite 500
Salt Lake City, UT 84111
Attn: Richard C. Terry

or to such other addresses as a Party may from time-to-time designate by notice in writing to the other Parties. Any notice, request, demand, or communication will be deemed to have been given on the date of mailing. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this paragraph will constitute delivery.

11. No Relationship. The Parties do not, by this Agreement nor by any of their acts, become principal and agent, limited or general partners, joint ventures, or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

12. Force Majeure. The Parties will be excused from performing any of their respective obligations or undertakings set forth in this Agreement, except any obligations to pay any sums of money under this Agreement, so long as the performance of that obligation or undertaking is prevented or delayed by an act of God, weather, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, or order of government or civil defense authorities. If any Party claims a force majeure delay under this Agreement, then they will give written notice of that delay to the other Parties promptly after the occurrence of that force majeure event, which notice will set forth the anticipated length of the delay which has been caused by that force majeure event.

13. Authority. The Parties represent and warrant to each other that they have the right, power, legal capacity, authority, and means to enter into and perform this Agreement and that, to the best of their knowledge, this Agreement will not contravene or result in the violation of any indenture, mortgage, deed of trust, lease, contract, instrument, agreement, order, judgment, award, decree, law, rule, or regulation to which they may be subject or by which the assets of the Parties may be bound. The Parties further represent and warrant to each other that this Agreement, when fully executed, will constitute a legal, valid, and binding agreement between the Parties, enforceable in accordance with its terms. The Parties will use reasonable efforts and exercise reasonable diligence to accomplish and effect this Agreement, and, to that end, will execute and deliver all further instruments as may be reasonably requested by another Party in order to fully carry out this Agreement.

14. Enforcement. The Parties have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including,

without limitation, the right to bring an action for damages, to enjoin any violation, or specifically enforce this Agreement.

15. No Waiver. The failure of any Party to insist upon strict performance of this Agreement will not be deemed a waiver.

16. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The obligations contained in this Agreement, if any, to be performed by an Owner, will be binding upon the Owners' successors and assigns, only during their respective periods of ownership. At such time as an Owner no longer owns a Benefited Parcel, or in the event an Owner transfer of title or interest to all or any specific portions of a Benefited Parcel to a third-party purchaser, all of the then Owners of that Benefited Parcel and any owners' associations that may be created to manage the Benefited Parcel will, jointly and severally, assume automatically the benefits of and be responsible for all that Owner's rights, covenants, benefits, responsibilities, and duties in connection with this Agreement, and that Owner will be released and relieved from and after the date of that transfer of all liability and obligations, if any, thereafter to be performed.

17. Interpretation; Recitals and Exhibits Incorporated. The paragraph headings in this Agreement are for convenience only and are not to be considered or referred to in resolving questions of interpretation and construction. The recitals are true, accurate, and correct and that the recitals and the Exhibits attached to this Agreement are incorporated by this reference and are made a part of this Agreement.

18. Partial Invalidity. If any provision of this Agreement or the application of that provision to a Party or circumstance will to any extent be held invalid, the remainder of this Agreement or the application of that provision to Parties or circumstances other than those as to which it is held invalid will not be affected and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

19. Counterparts. This Agreement may be executed in one or more counterparts.

20. Applicable Law. This Agreement is governed by laws of the State of Utah.

21. Duration and Amendment. This Agreement will be recorded in the official records of the Salt Lake County, Utah Recorder ("**Official Records**"). Notwithstanding anything within this Agreement to the contrary, the Parties may terminate this Agreement only by a written notice of termination executed by the Parties, and recorded in the Official Records. The Parties may amend this Agreement only by a written instrument executed by those Parties affected by that amendment, and recorded in the Official Records.

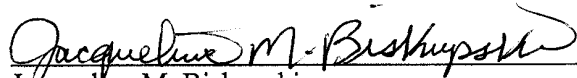
22. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the use for the Arctic Court Parcel.

[SIGNATURES PAGES FOLLOW]

THE PARTIES have executed this Agreement to be effective as of the Effective Date.

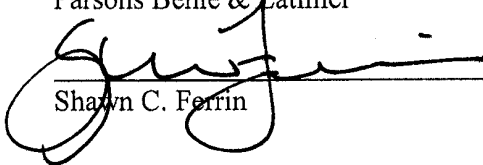
AGENCY:

Redevelopment Agency of Salt Lake City,
a public entity



Jacqueline M. Biskupski
Executive Director

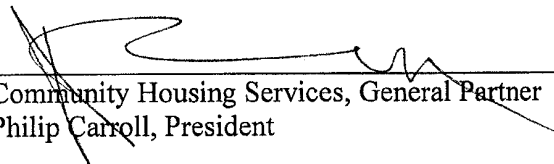
Approved as to form:
Parsons Behle & Latimer



Shawn C. Ferrin

COMMUNITY HOUSING:

Community Housing Services – Capitol Villa, LTD,
a Utah limited partnership

By: 

Community Housing Services, General Partner
Philip Carroll, President

THE PARTIES have executed this Agreement to be effective as of the Effective Date.

AGENCY:

Redevelopment Agency of Salt Lake City,
a public entity

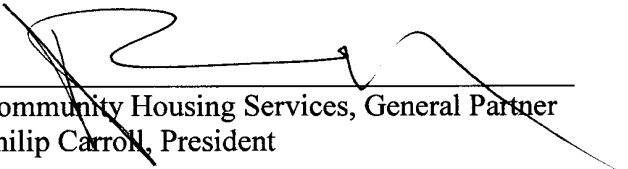
Jacqueline M. Biskupski
Executive Director

Approved as to form:
Parsons Behle & Latimer

Shawn C. Ferrin

COMMUNITY HOUSING:

Community Housing Services – Capitol Villa, LTD,
a Utah limited partnership

By: 
Community Housing Services, General Partner
Philip Carroll, President

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

The foregoing instrument was acknowledged to me this 21 day of February, 2017, by Jacqueline M. Biskupski, as the Executive Director of the Redevelopment Agency of Salt Lake City, a public agency.



Christina Heidorn
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My commission expires:
4/1/2019

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

The foregoing instrument was acknowledged to me this ____ day of _____, 2017, by Community Housing Services, General Partner, by Philip Carroll, President, Community Housing Services – Capital Villa, LTD, a Utah limited partnership.

NOTARY PUBLIC
Residing at:

My commission expires:

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

The foregoing instrument was acknowledged to me this ____ day of _____, 2017, by Jacqueline M. Biskupski, as the Executive Director of the Redevelopment Agency of Salt Lake City, a public agency.

NOTARY PUBLIC
Residing at:

My commission expires:

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

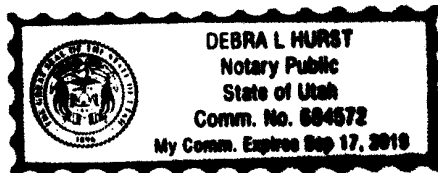
The foregoing instrument was acknowledged to me this 3RD day of March, 2017, by Community Housing Services, General Partner, by Philip Carroll, President, Community Housing Services – Capital Villa, LTD, a Utah limited partnership.

Debra L Hurst
NOTARY PUBLIC
Residing at: 885 N. 1100 W.

My commission expires:

Farmington, UT 84025

Sept. 17, 2019



**EXHIBIT A
TO
ACCESS AND DRAINAGE EASEMENT AGREEMENT**

Legal Description of Arctic Court Parcel

The Arctic Court Parcel referenced in the Agreement is a portion of Arctic Court, lying and situate in the Northeast Quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 3, Block 132, Plat "A", Salt Lake City Survey, said point also being the Northeast corner Lot 4, Marmalade District, recorded January 15, 2014, Book 2014P, Page 009, in the office of the Salt Lake County Recorder; thence South 00°01'02" West 12.42 feet to the POINT OF BEGINNING; thence North 89°59'59" East 20.00 feet; thence South 00°01'02" West 317.74 feet to the North Right of Way line of 500 North Street; thence North 89°59'35" West 20.00 feet along said North Right of Way line; thence North 00°01'02" East 317.74 feet along the East line of said Lot 4 to the POINT OF BEGINNING.

Contains 6,355 sq. ft. / 0.146 acres

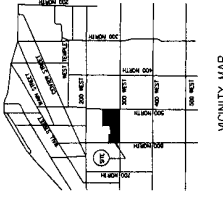
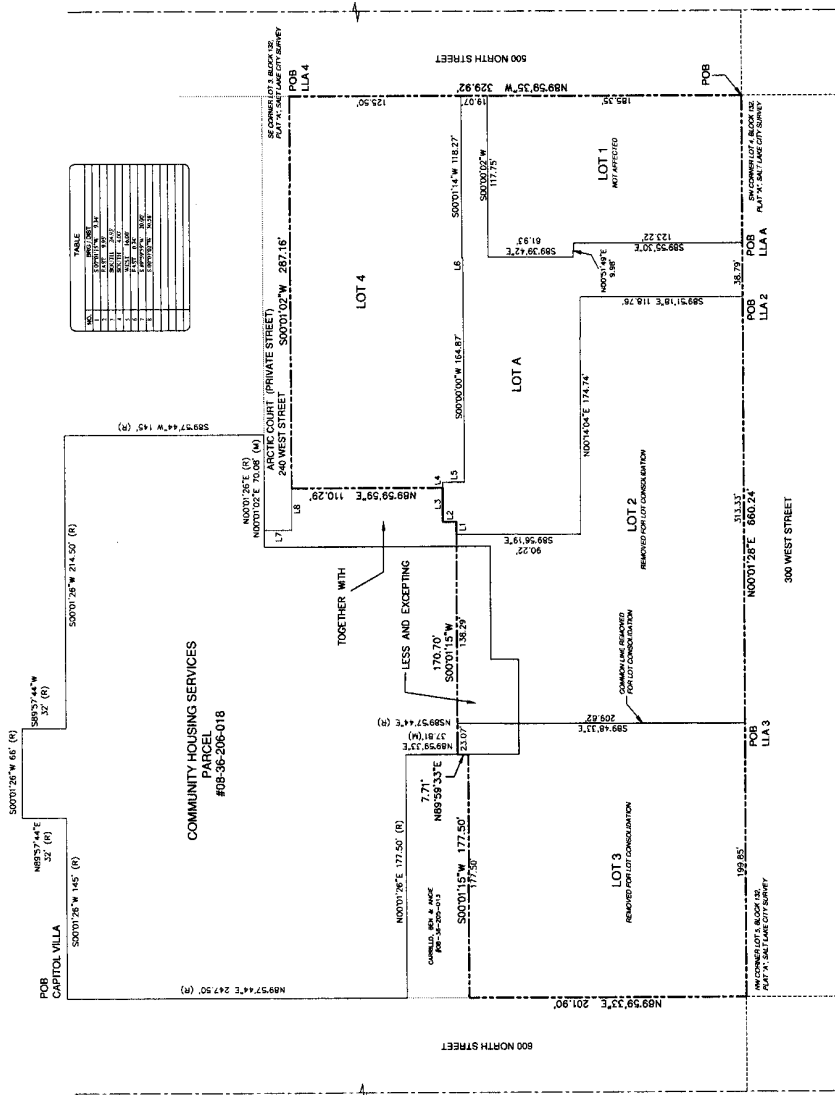
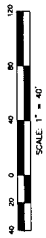
**EXHIBIT B
TO
ACCESS AND DRAINAGE EASEMENT AGREEMENT**

Site Plan

[See Attached]

MARMALADE DISTRICT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 10 NORTH, RANGE 2 WEST, AND MERIDIAN
SALT LAKE COUNTY, UTAH



VICINITY MAP

MARMALADE DISTRICT EXHIBIT
LOT LINE ADJUSTMENT
LOT CONSOLIDATION

PSOMAS
 478 PARSONS ROAD
 SALT LAKE CITY, UTAH 84023
 (801) 276-3777 (801) 276-5262 (FAX)

DATE	04-01-15
SCALE	AS SHOWN
PROJECT NO.	15-00000
DRAWN BY	BRANDON DODD

**EXHIBIT C
TO
ACCESS AND DRAINAGE EASEMENT AGREEMENT**

Legal Description of Community Housing Parcel

The Community Housing Parcel referenced in the Agreement is located in Salt Lake County, Utah and is more particularly described as follows:

BEG AT THE NE COR OF LOT 7, BLK 132, PL A, SLC SUR; S 0°01'26" W 132 FT; N 89°57'44" E 32 FT; S 0°01'26" W 66 FT; S 89°57'44" W 32 FT; S 0°01'26" W 214.50 FT; S 89°57'44" W 145 FT; N 0°01'26" E 82.50 FT TO A PT N 89°57'44" E 20 FT FR NW COR OF LOT 2, OF SD BLK 132; S 89°57'44" W 165 FT; N 0°01'26" E 82.50 FT; S 89°57'44" W 20 FT; N 0°01'26" E 70 FT; N 89°57'44" E 82.50 FT; N 0°01'26" E 177.50 FT; N 89°57'44" E 247.50 FT TO BEG.

Less and excepting:

COMMENCING at the Southeast Corner of Lot 6, Block 132, Plat "A", Salt Lake City Survey, said point also being the Northeast corner Lot 4, Marmalade District, recorded January 15, 2014, Book 2014P, Page 009, in the office of the Salt Lake County Recorder; and running thence South 89°59'59" West 120.25 feet along the South line of said Lot 6 to the POINT OF BEGINNING; thence South 89°59'59" West 24.69 feet along said South line; thence North 00°01'15" East 82.50 feet; thence South 89°59'33" West 20.00 feet to the West line of said Lot 6; thence North 00°01'15" East 70.14 feet along said West line; thence North 89°59'33" East 44.69 feet; thence South 00°01'15" West 152.65 feet to the POINT OF BEGINNING.

Together with:

BEGINNING at the Northeast Corner of Lot 3, Block 132, Plat "A", Salt Lake City Survey, said point also being the Northeast corner Lot 4, Marmalade District, recorded January 15, 2014, Book 2014P, Page 009, in the office of the Salt Lake County Recorder; thence North 89°59'59" East 20.00 feet; thence South 00°01'02" West 12.42 feet; thence South 89°59'59" West 20.00 feet; thence South 00°01'02" West 30.58 feet along the East line of said Lot 3; thence South 89°59'59" West 110.29 feet; thence North 24.95 feet; thence West 9.95 feet; thence North 00°01'15" East 18.05 feet to the North line of said Lot 3; thence North 89°59'59" East 120.25 feet along said North line to the POINT OF BEGINNING.