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 11/09/2017 02:59 PM \$0.00  
 Book - 10618 Pg - 2798-2810  
**ADAM GARDINER**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SANDY CITY  
 10000 CENTENNIAL PARKWAY  
 SANDY UT 84070  
 BY: RMP, DEPUTY - WI 13 P.

After Recording Return To:  
 City of Sandy  
 Attn: City Recorder  
 10000 Centennial Parkway  
 Sandy, Utah 84070

Parcel Id Nos. 27-12-402-031; 27-12-402-022; 27-12-402-024; and 27-12-402-025

13825

### CROSS EASEMENT AGREEMENT

This Cross Easement Agreement (this "Agreement") is entered into by and among **SANDY INN, L.C.**, a Utah limited liability company located at 2733 East Parleys Way Suite 300, Salt Lake City, Utah 84109, its successors and assigns ("Sandy Inn"), **MOUNTAIN AMERICA FEDERAL CREDIT UNION** located at \_\_\_\_\_, its successors and assigns ("MACU"), and **SANDY CITY**, a Utah municipal corporation located at 10000 Centennial Parkway, Sandy, Utah 84070, its successors and assigns (the "City"). The City, MACU, and Sandy Inn are sometimes collectively referred to as the parties, or individually referred to as a party, below.

#### Recitals

A. The City owns certain real property located in Salt Lake County and more particularly described as follows (collectively, the "City Property"):

Lots 2 and 3, Sandy Gardner Office Park, according to the official plat thereof, as dated July 9, 2015, and recorded July 13, 2015, as Entry No. 12089960, in Book 2015P at Page 160, in the office of the Salt Lake County Recorder.

B. MACU owns certain real property located in Salt Lake County and more particularly described as follows (the "MACU Property"):

Lot 1, Sandy Gardner Office Park, according to the official plat thereof, as dated July 9, 2015, and recorded July 13, 2015, as Entry No. 12089960, in Book 2015P at Page 160, in the office of the Salt Lake County Recorder.

C. Sandy Inn owns certain real property located in Salt Lake County and more particularly described as follows (the "Sandy Inn Property"):

Beginning at a point North line of 10000 South Street, a 108.00 foot right-of-way, said point being North 89°40'00" East 92.57 feet to a Salt Lake County Survey Monument in State Street and South 0°08'34" East 1209.99 feet along the Monument line in State Street to the center line of 10000 South Street and South 89°56'30" West 2238.46 feet along the centerline of 10000 South Street North 0°03'30" West 53.00 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'30" West 172.16 feet along the north line of said 10000 South Street to the East line of Interstate 15; thence North 02°40'49" West 308.48 feet along the east line of said Interstate 15; thence North 89°56'48" East 189.88 feet; thence South 0°03'12" East 31.53 feet; thence North 89°56'48" East 334.71 feet; thence North 0°03'12" West 61.03 feet; thence North 89°56'48" East 86.82 feet to the West line of 240 West Street according to existing field improvements as surveyed; thence South 0°03'12" East 300.61 feet along the West line of said 240 West Street as surveyed; thence 54.97 feet along the arc of 35.00 foot radius curve to the right. (center bears South 89°56'48" West and long chord bears South 44°56'39" West 49.50 feet, with a central angle of 89°59'42") along the West line of said 240 West Street as surveyed to the North line of 10000 South Street; thence South 89°56'30" West 370.18 feet along the North line of said 10000 South Street to the point of beginning. (Note: the basis of bearing used in this description is the monument line between existing monuments that were found in State Street at approximately 9850 South and 10200 South).

*Less and excepting the following:*

Beginning at a point on the westerly right-of-way line of Monroe Street (240 West), said point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street, South 0°08'34" East 913.25 feet along the monument line in State Street and West 1832.67 feet from the unmarked location of the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said westerly right-of-way line of Monroe Street South 0°03'12" East 300.61 feet to a point of curvature; thence Southwesterly 54.975 feet along the arc of a tangent curve to the right having a radius of 35.00 feet, a central angle of 89°59'42" and a chord bearing and length of South 44°56'39" West 49.495 feet to a point of tangency; thence South 89°56'30" West 1.90 feet; thence North 42°00'00" East 36.214 feet; thence North 0°07'52" West 123.77 feet; thence North 3°52'06" East 100.37 feet; thence North 0°07'52" West 37.87 feet; thence North 14°54'56" West 27.43 feet; thence North 0°07'52" West 20.43 feet; thence North 89°56'48" East 13.06 feet to the Point of Beginning.

*[End of Description of Sandy Inn Property]*

D. The northern boundary line of the Sandy Inn Property runs along a portion of the southern boundary lines of the MACU Property and the City Property;

E. Ingress and egress to and from the MACU Property, the City Property and the Sandy Inn Property, from Monroe Street on the eastern boundary of each property, will be provided, at least in part, by a common shared access point and driveway which is particularly described as follows (the "Shared Driveway"):

Beginning at a point on the Westerly Right-of-Way Line of 240 West Street as established by SANDY GARDNER OFFICE PARK subdivision, said point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street and South 0°08'34" East 891.66 feet along the monument line in State Street and South

89°56'48" West 1845.73 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said Westerly Right-of-Way line, South 0°07'52" East 40.55 feet; thence West 53.79 feet; thence North 0°03'12" West 40.50 feet; thence North 89°56'48" East 53.73 feet to the point of beginning.

*Contains 2,179 Square Feet or 0.050 Acre.*

F. The Shared Driveway is generally depicted on Exhibit A attached hereto; to be clear, if there is a discrepancy between this depiction and the legal description above, the legal description will prevail; the depiction in Exhibit A is provided solely for informational purposes.

G. The City will grant to Sandy Inn a perpetual nonexclusive easement across a portion of the Shared Driveway located on the City Property, and Sandy Inn will grant a reciprocal perpetual nonexclusive easement across the portion of the Shared Driveway located on the Sandy Inn Property.

H. The City and Sandy Inn will each grant to MACU a perpetual nonexclusive easement across the Shared Driveway for the purpose of providing access to and from Monroe Street to and from the MACU Property.

#### Agreement

1. Recitals Incorporated. The above Recitals are incorporated into and made an integral part of this Agreement.

2. Reciprocal Access Easement. The City hereby grants to Sandy Inn and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the City Property, for the sole and limited purpose of providing vehicular access (ingress and egress) to and from the Sandy Inn Property; Sandy Inn hereby grants to the City and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the Sandy Inn Property, for the sole and limited purpose of providing vehicular and pedestrian access (ingress and egress) to and from the City Property.

3. Easement to MACU. The City hereby grants to MACU and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the City Property, for the sole and limited purpose of providing vehicular access (ingress and egress) to and from the MACU Property; Sandy Inn hereby grants to MACU and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the Sandy Inn Property, for the sole and limited purpose of providing vehicular and pedestrian access (ingress and egress) to and from the MACU Property.

4. Alterations to Shared Driveway. No party shall make any alterations of any kind to the Shared Driveway without the advance written consent of the other parties, which consent shall not be unreasonably withheld by any party.

5. No Mechanic's Liens. Each of the parties shall, at all times, keep the Shared Driveway free from mechanic's lien claims or similar liens arising on account of any act by or on behalf of them, respectively. In the event any mechanic's lien is recorded with respect to any portion of the Shared Driveway on account of any activity of any party (the "Liened Party"), then the Liened Party shall, within 30 days, cause such mechanic's lien to be removed. After expiration of the that 30-day period, the other party shall have the right at any time to redeem for the Liened Party, by payment or otherwise, any

liens on account of any activity of the Liened Party, and be subrogated to the rights of the holder of the now-paid lien claims.

6. No Public Dedication. Nothing contained in this Agreement constitutes a gift or dedication of any portion of the City Property, the MACU Property, or the Sandy Inn Property to the general public or for the benefit of the general public or for any public purpose whatsoever. The rights, privileges, benefits, and burdens provided in this Agreement are private in nature and inure solely to the benefit of the identified parties.

7. Shared Driveway Maintenance. Each of the parties shall share equally in the cost to maintain and repair the Shared Driveway. No party shall perform or provide any maintenance or repairs to the Shared Driveway without the advance written consent of other parties, which consent shall not be unreasonably withheld by any party.

8. Burden Upon Land. The easements, covenants, restrictions, and rights granted and made herein are to run with the land and be appurtenant with the respective property benefitted and burdened by such easements, covenants, restrictions and rights, and be binding upon and inure to the benefit of each of the respective properties and the successors and assigns of each owner of the respective properties. In addition, the grant and the use, benefit and enjoyment of such easements and rights shall always be without charge, cost, fee or assessment of any kind whatsoever. Nothing contained in this Agreement shall limit the ability of the parties to alter, develop or build structures on areas not covered by easements granted herein on the property each party respectively owns.

9. Governing Law/Disputes. Utah law governs the interpretation and enforcement of this Agreement. In the event of a dispute regarding the enforcement of any of its terms, the prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.

10. Assignment. Each of the parties may assign this Agreement, and all of such parties' rights and obligations under this agreement, in connection with a conveyance or assignment of all or a portion of the respective MACU Property, City Property and/or Sandy Inn Property described above. Except as specifically allowed in the immediately-previous sentence, neither party may assign this Agreement, or any rights or obligations under this Agreement, without the advance written consent of the other party.

11. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties, and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

12. Recording. Any party may record this Agreement.

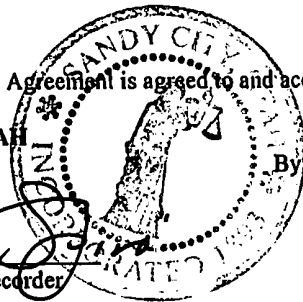
*[End of Agreement – Signature Pages Follow]*

This Cross Easement Agreement is agreed to and accepted by:


SANDY CITY, UTAH

ATTEST:

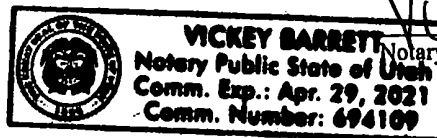
  
Molly Spira, City Recorder

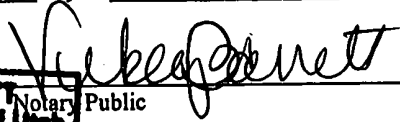


By

  
Tom Dolan, Mayor

In the State of Utah, County of Salt Lake, I, the undersigned Notary Public, do hereby certify that Tom Dolan, Mayor, and Molly Spira, City Recorder, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Sandy City, Utah. Witness my hand and official seal this 23 day of October, 2017.



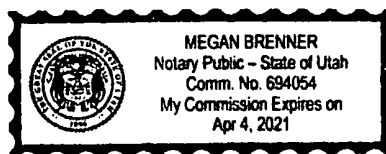
  
Vickie Barrett  
Notary Public


#### MOUNTAIN AMERICA FEDERAL CREDIT UNION

By:

  
Name: Sterling Nielsen  
Title: President/CEO

In the State of Utah, County of Salt Lake, I, the undersigned Notary Public, do hereby certify that Sterling Nielsen, President/CEO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Mountain America Federal Credit Union. Witness my hand and official seal this 8 day of November, 2017.



  
Megan Brenner  
Notary Public

*[Additional Signature Page to Cross Easement Agreement]*

**SANDY INN, L.C.**  
**By WOODBURY CORPORATION, Its Manager**

By: \_\_\_\_\_  
O. Randall Woodbury, President

By: \_\_\_\_\_  
W. Richards Woodbury, Chairman

In the State of \_\_\_\_\_, County of \_\_\_\_\_, I, the undersigned Notary Public, do hereby certify that O. Randall Woodbury, President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Woodbury Corporation, the manager of Sandy Inn, LLC. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

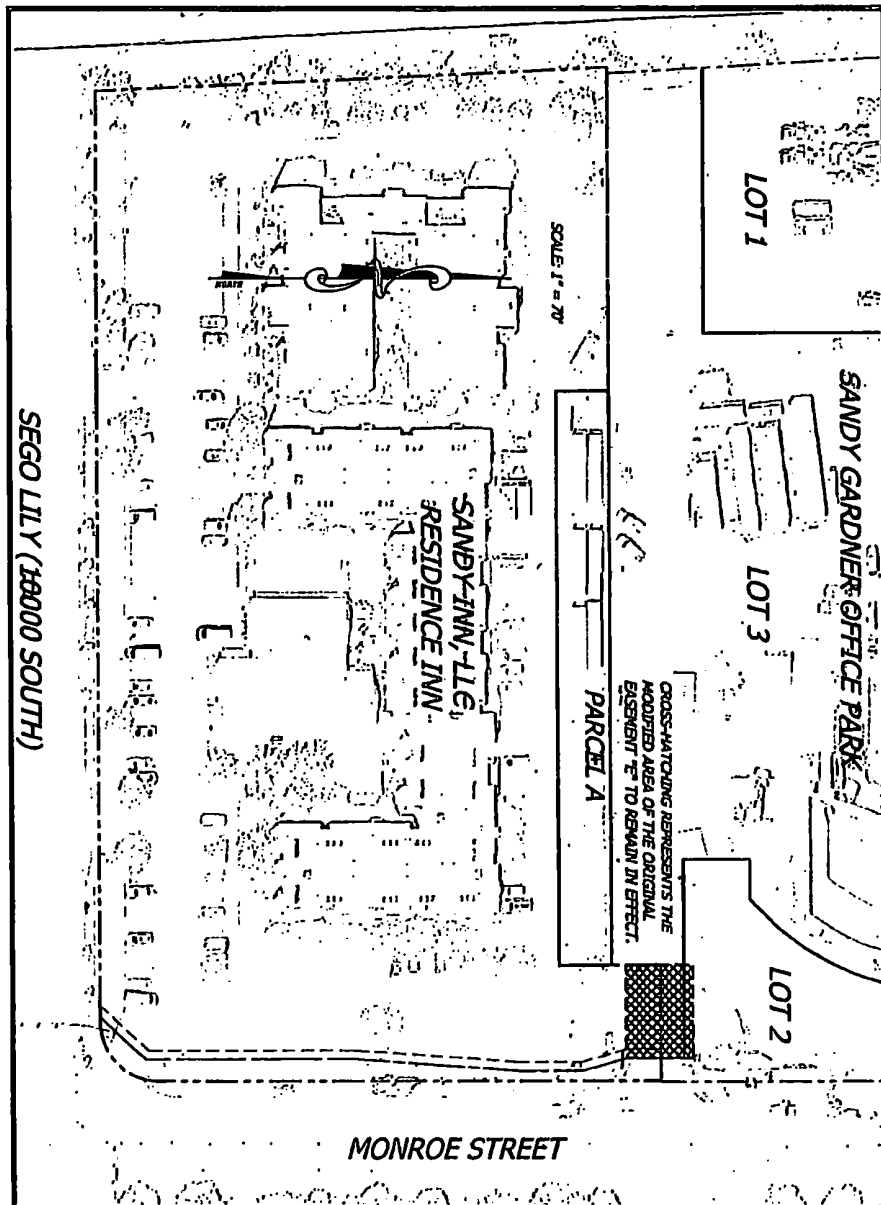
\_\_\_\_\_  
Notary Public

In the State of \_\_\_\_\_, County of \_\_\_\_\_, I, the undersigned Notary Public, do hereby certify that W. Richards Woodbury, Chairman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Woodbury Corporation, the manager of Sandy Inn, LLC. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Exhibit A

"Shared Driveway" generally depicted by the cross-hatched area:



After Recording Return To:

City of Sandy  
Attn: City Recorder  
10000 Centennial Parkway  
Sandy, Utah 84070

*Parcel Id Nos. 27-12-402-031; 27-12-402-022; 27-12-402-024; and 27-12-402-025*

**CROSS EASEMENT AGREEMENT**

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**Recitals**

A. The City owns certain real property located in Salt Lake County and more particularly described as follows (collectively, the “**City Property**”):

Lots 2 and 3, Sandy Gardner Office Park, according to the official plat thereof, as dated July 9, 2015, and recorded July 13, 2015, as Entry No. 12089960, in Book 2015P at Page 160, in the office of the Salt Lake County Recorder.

B. MACU owns certain real property located in Salt Lake County and more particularly described as follows (the “**MACU Property**”):

Lot 1, Sandy Gardner Office Park, according to the official plat thereof, as dated July 9, 2015, and recorded July 13, 2015, as Entry No. 12089960, in Book 2015P at Page 160, in the office of the Salt Lake County Recorder.

C. Sandy Inn owns certain real property located in Salt Lake County and more particularly described as follows (the “**Sandy Inn Property**”):



Beginning at a point North line of 10000 South Street, a 108.00 foot right-of-way, said point being North 89°40'00" East 92.57 feet to a Salt Lake County Survey Monument in State Street and South 0°08'34" East 1299.99 feet along the Monument line in State Street to the center line of 10000 South Street and South 89°56'30" West 2238.45 feet along the centerline of 10000 South Street North 0°03'30" West 53.00 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'30" West 172.16 feet along the north line of said 10000 South Street to the East line of Interstate 15; thence North 02°40'49" West 308.48 feet along the east line of said Interstate 15; thence North 89°56'48" East 189.86 feet; thence South 0°03'12" East 31.53 feet; thence North 89°56'48" East 334.71 feet; thence North 0°03'12" West 61.03 feet; thence North 89°56'48" East 66.82 feet to the West line of 240 West Street according to existing field improvements as surveyed; thence South 0°03'12" East 300.61 feet along the West line of said 240 West Street as surveyed; thence 54.97 feet along the arc of 35.00 foot radius curve to the right, (center bears South 89°56'48" West and long chord bears South 44°56'39" West 49.50 feet, with a central angle of 89°59'42") along the West line of said 240 West Street as surveyed to the North line of 10000 South Street; thence South 89°56'30" West 370.18 feet along the North line of said 10000 South Street to the point of beginning. (Note: the basis of bearing used in this description is the monument line between existing monuments that were found in State Street at approximately 9850 South and 10200 South).

*Less and excepting the following:*

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*[End of Description of Sandy Inn Property]*

D. The northern boundary line of the Sandy Inn Property runs along a portion of the southern boundary lines of the MACU Property and the City Property;

E. Ingress and egress to and from the MACU Property, the City Property and the Sandy Inn Property, from Monroe Street on the eastern boundary of each property, will be provided, at least in part, by a common shared access point and driveway which is particularly described as follows (the "**Shared Driveway**");

Beginning at a point on the Westerly Right-of-Way Line of 240 West Street as established by SANDY GARDNER OFFICE PARK subdivision, said point being North 89°40'00" East 92.57 feet to a Salt Lake County survey monument in State Street and South 0°08'34" East 891.66 feet along the monument line in State Street and South

89°56'48" West 1845.73 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said Westerly Right-of-Way line, South 0°07'52" East 40.55 feet; thence West 53.79 feet; thence North 0°03'12" West 40.50 feet; thence North 89°56'48" East 53.73 feet to the point of beginning.

*Contains 2,179 Square Feet or 0.050 Acre.*

F. The City will grant to Sandy Inn a perpetual nonexclusive easement across a portion of the Shared Driveway located on the City Property, and Sandy Inn will grant a reciprocal perpetual nonexclusive easement across the portion of the Shared Driveway located on the Sandy Inn Property.

G. The City and Sandy Inn will each grant to MACU a perpetual nonexclusive easement across the Shared Driveway for the purpose of providing access to and from Monroe Street to and from the MACU Property.

### **Agreement**

1. **Recitals Incorporated.** The above Recitals are incorporated into and made an integral part of this Agreement.

2. **Reciprocal Access Easement.** The City hereby grants to Sandy Inn and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the City Property, for the sole and limited purpose of providing vehicular access (ingress and egress) to and from the Sandy Inn Property; Sandy Inn hereby grants to the City and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the Sandy Inn Property, for the sole and limited purpose of providing vehicular and pedestrian access (ingress and egress) to and from the City Property.

3. **Easement to MACU.** The City hereby grants to MACU and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the City Property, for the sole and limited purpose of providing vehicular access (ingress and egress) to and from the MACU Property; Sandy Inn hereby grants to MACU and its tenants/invitees a perpetual, nonexclusive easement over, on, and across the portion of Shared Driveway located on the Sandy Inn Property, for the sole and limited purpose of providing vehicular and pedestrian access (ingress and egress) to and from the MACU Property.

4. **Alterations to Shared Driveway.** No party shall make any alterations of any kind to the Shared Driveway without the advance written consent of the other parties, which consent shall not be unreasonably withheld by any party.

5. **No Mechanic's Liens.** Each of the parties shall, at all times, keep the Shared Driveway free from mechanic's lien claims or similar liens arising on account of any act by or on behalf of them, respectively. In the event any mechanic's lien is recorded with respect to any portion of the Shared Driveway on account of any activity of any party (the "**Liened Party**"), then the Liened Party shall, within 30 days, cause such mechanic's lien to be removed. After expiration of the that 30-day period, the other party shall have the right at any time to redeem for the Liened Party, by payment or otherwise, any liens on account of any activity of the Liened Party, and be subrogated to the rights of the holder of the now-paid lien claims.



6. No Public Dedication. Nothing contained in this Agreement constitutes a gift or dedication of any portion of the City Property, the MACU Property, or the Sandy Inn Property to the general public or for the benefit of the general public or for any public purpose whatsoever. The rights, privileges, benefits, and burdens provided in this Agreement are private in nature and inure solely to the benefit of the identified parties.

7. Shared Driveway Maintenance. Each of the parties shall share equally in the cost to maintain and repair the Shared Driveway. No party shall perform or provide any maintenance or repairs to the Shared Driveway without the advance written consent of other parties, which consent shall not be unreasonably withheld by any party.

8. Burden Upon Land. The easements, covenants, restrictions, and rights granted and made herein are to run with the land and be appurtenant with the respective property benefitted and burdened by such easements, covenants, restrictions and rights, and be binding upon and inure to the benefit of each of the respective properties and the successors and assigns of each owner of the respective properties. In addition, the grant and the use, benefit and enjoyment of such easements and rights shall always be without charge, cost, fee or assessment of any kind whatsoever. Nothing contained in this Agreement shall limit the ability of the parties to alter, develop or build structures on areas not covered by easements granted herein on the property each party respectively owns.

9. Governing Law/Disputes. Utah law governs the interpretation and enforcement of this Agreement. In the event of a dispute regarding the enforcement of any of its terms, the prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.

10. Assignment. Each of the parties may assign this Agreement, and all of such parties' rights and obligations under this agreement, in connection with a conveyance or assignment of all or a portion of the respective MACU Property, City Property and/or Sandy Inn Property described above. Except as specifically allowed in the immediately-previous sentence, neither party may assign this Agreement, or any rights or obligations under this Agreement, without the advance written consent of the other party.

11. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties, and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

12. Recording. Any party may record this Agreement.

*[End of Agreement – Signature Pages Follow]*

This Cross Easement Agreement is agreed to and accepted by:

**SANDY CITY, UTAH**

ATTEST:

By: \_\_\_\_\_  
Tom Dolan, Mayor

\_\_\_\_\_  
Molly Spira, City Recorder

In the State of \_\_\_\_\_, County of \_\_\_\_\_, I, the undersigned Notary Public, do hereby certify that Tom Dolan, Mayor, and Molly Spira, City Recorder, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Sandy City, Utah. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**MOUNTAIN AMERICA FEDERAL CREDIT UNION**

By: \_\_\_\_\_  
Name: Sterling Nielsen  
Title: President/CEO

In the State of \_\_\_\_\_, County of \_\_\_\_\_, I, the undersigned Notary Public, do hereby certify that Sterling Nielsen, President/CEO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Mountain America Federal Credit Union. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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



[Additional Signature Page to Cross Easement Agreement]

SANDY INN, L.C.

By **WOODBURY CORPORATION, its Manager**

By: [Signature]  
O. Randall Woodbury, President

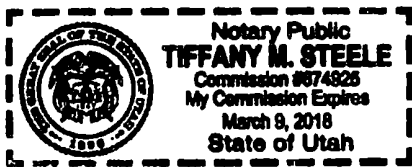
By: [Signature]  
W. Richards Woodbury, Chairman

In the State of Utah, County of Salt Lake, I, the undersigned Notary Public, do hereby certify that O. Randall Woodbury, President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Woodbury Corporation, the manager of Sandy Inn, LLC. Witness my hand and official seal this 7<sup>th</sup> day of Nov., 2017.



[Signature]  
Notary Public

In the State of Utah, County of Salt Lake, I, the undersigned Notary Public, do hereby certify that W. Richards Woodbury, Chairman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Woodbury Corporation, the manager of Sandy Inn, LLC. Witness my hand and official seal this 7<sup>th</sup> day of Nov., 2017.



[Signature]  
Notary Public