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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
PARAMOUNT TITLE  
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED RETURN TO:  
1586 E Stratford Avenue, Suite 4  
Salt Lake City, Utah 84106

Parcel Nos. *16-10-303-001*  
*PT 19-9391*

## CROSS UTILITY EASEMENT AGREEMENT

This Cross Utility Easement Agreement (the "Agreement") is made and entered into by and between Stanford Commons, LLC, a Utah limited liability company ("SC") and The Townes Condominium Association, a Utah nonprofit corporation (the "Townes").

### RECITALS

- A. SC owns the property that is legally described on Exhibit "A" (the "SC Property").
- B. The Townes is a condominium association that manages on behalf of the owners the real property described in Exhibit "A". The Townes Property is depicted on The Townes, A Condominium Project Amended plat map recorded on August 17, 2021, as entry number 13748091 in the Salt Lake County Recorder's Office (the "Townes Plat"). The Townes is referred to herein as the "owner" of the Townes Property.
- C. SC and the Townes desire to establish easements over and across their respective parcels to provide for the installation, maintenance, and replacement of utilities.
- D. SC and the Townes intend that each of them, their respective successors in interest and their respective lessees, owners, occupants, members, contractors, and licensees (the "Permittees") shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions in this Agreement.

NOW THEREFORE, in consideration of the following encumbrances which shall be binding upon, attach to, and run with the Properties, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Cross Utility Easements.
  - a. SC hereby grants and conveys to the Townes for the use of the Townes and its Permittees and for the benefit of the Townes Property—subject to all existing easements, encumbrances, and restrictions of record—a continuous, perpetual, non-exclusive easement and right of way over, under, and across the entire SC Property (the "SC Property Easement") for the maintenance and repair of any existing utilities that may serve any part of the Townes Property.
  - b. The Townes hereby grants and conveys to SC for the use of SC and its Permittees and for the benefit of the SC Property—subject to all existing easements, encumbrances, and restrictions of record—a continuous, perpetual, non-exclusive easement and right of way over, under, and across the southern half of the Townes Property (the "Townes Property Easement") for the placement, installation, maintenance, and repair of utilities, including any existing utilities that may serve any part of the SC Property. The SC Property Easement and the Townes Property Easement are collectively referred to herein as the "Easement Area".

2. Improvements. Nothing herein shall preclude the owners of the respective parcels from placing any improvements upon their properties so long as they do not unreasonably interfere with the existing utility lines.

3. Adjustment of Existing Utility Lines. Notwithstanding anything to the contrary in this Agreement, the owner of the SC Property, at its own expense, shall have the right to move any existing utility lines located on the SC Property that serviced the Townes Property in the past but are not currently being utilized. Should the owner of the SC Property seek to move existing utility lines located on the SC Property that are currently being utilized by the Townes, such request shall be approved in advance by the Townes, the cost shall be at SC's own expense, and no unreasonable interruption of the utility service to the Townes Property shall occur.

4. Location of New Utilities. Notwithstanding anything to the contrary in this Agreement, should SC seek to install new utilities across the Townes Property, SC shall, prior to installing the new utilities: (a) submit written plans to the Townes detailing the location of such utilities; (b) provide adequate documentation that such utilities are necessary services for the SC Property (including electrical, gas, sewer, water, data, telephone, and other similar services); and (c) provide adequate documentation that installing the utilities across the Townes Property is reasonable and necessary and not simply a matter of convenience for SC. The Townes shall have the right to approve the location or request reasonable changes to the location so long as such adjustment to the location does not create a material, detrimental effect on the provision of utilities, the effectiveness of such utilities, the ongoing maintenance of such utilities, or the cost of their installation. Failure of the Townes to respond within ten business days shall constitute approval of the location. In no event shall the Townes be required to allow SC's utilities to run over, under, or through any existing dwellings or other buildings located on the Townes Property. Should any new utilities run over, under, or through any sidewalks, pavement, patios, fences, sprinkler systems, landscaping, or any other items installed on the Townes Property (collectively "Improvements"), or should any Improvements be affected by the installation of the new utilities, the owner of the SC Property shall repair, restore, or otherwise leave the Improvements in the same or better condition as they were before the new utilities were installed. Any new above ground utility installed by the owner of the SC Property across the Townes Property shall not detract from the aesthetics of the Townes Property. The owner of the SC Property shall take reasonable measures to screen or otherwise minimize the aesthetic impact of the new above ground utility. While it is not anticipated that the Townes will seek to install new utilities across the SC Property, if the Townes does seek such installation, the terms of this Section 4 shall apply equally to the Townes and its requested installation.

5. Maintenance. The owners of the respective properties shall each be solely responsible for the costs of maintaining, repairing, and replacing the utilities servicing their respective properties.

6. Access. Prior to accessing any utilities located on the other party's property, the party shall notify the other party of its intent to access such utility not less than twenty-four hours in advance and such access shall be limited to business hours.

7. Damage. Notwithstanding the foregoing, in the event that the SC Property or the Townes Property is damaged by the owner of the other property during construction or maintenance activities, such owner shall be solely responsible to repair the property to the condition it was in prior to the damage.

8. Easements Run with the Land. This Agreement and the easements granted or created herein are appurtenant to the SC and Townes Properties. The easements and all rights and obligations in this Agreement shall constitute covenants running with the land and bind every person having a fee, leasehold, or any other interest in any portion of the SC or Townes Property, including their respective heirs, assigns, successors, and personal representatives.

9. Indemnification. The owner of each property shall indemnify, defend, and hold the owner of the other property harmless from and against any claim, liability, damage, or cost ("Claims") arising out of or relating to the use of the Easement Area by the other property owner and its Permittees unless and to the extent that such Claims are the result of the negligence or willful misconduct of the owner of the property that would otherwise be indemnified by this Section.

10. Integration; Modification; Termination. This Agreement contains the entire agreement respecting the matters set forth herein. This Easement may only be terminated, modified, or amended with the written consent of the owners of the SC and Townes Properties, and such termination, extension, modification or amendment shall be effective upon recording of a written document evidencing the same in the Office of the Salt Lake County Recorder.

11. No Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the SC Property or the Townes Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes expressed herein. Each party shall be permitted, from time to time, to take whatever reasonable action it deems necessary to prevent any portion of their respective properties from being dedicated or taken for public use or benefit.

12. Termination of Liability. Whenever a transfer of ownership of the SC or Townes Property, or any portion thereof, occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter automatically shall terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership.

13. Severability. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

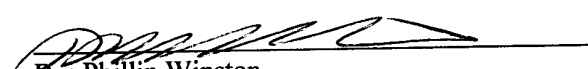
14. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction in this Agreement shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

15. Dispute Resolution. Any dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) between or among the Parties arising in any way out of, pertaining to, or in connection with this Agreement, shall, except as expressly and specifically noted to the contrary in this Agreement, first be submitted to mediation. The Parties shall jointly appoint an acceptable mediator and share equally in the costs of such mediation. Nothing in this section prohibits any Party from seeking emergency legal or equitable relief, pending mediation. In the event that the Parties are unable to resolve each dispute through mediation, the parties may seek any legal or other equitable remedies that may be available through litigation. Any legal action shall be filed in Salt Lake County, State of Utah. In the event of litigation or binding arbitration, the prevailing party shall be entitled to its costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original. Each party executing this agreement hereby represents and warrants that they have the authority to do the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

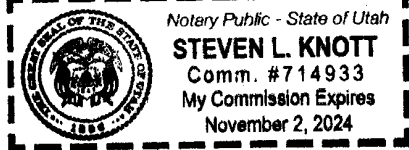
**STANFORD COMMONS, LLC**  
a Utah limited liability company

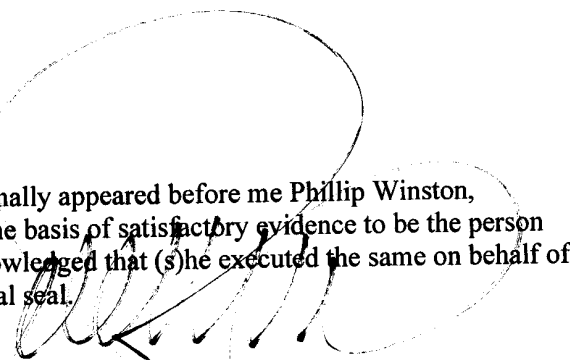
  
By: Phillip Winston  
Its: Manager

8/26/21  
Date

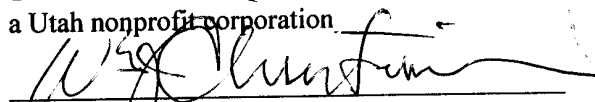
STATE OF UTAH )  
County of Salt Lake :ss

On this 26 day of August, 2021, personally appeared before me Phillip Winston, Manager of Stanford Commons, LLC, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that (s)he executed the same on behalf of Stanford Commons, LLC. Witness my hand and official seal.



  
Notary Public

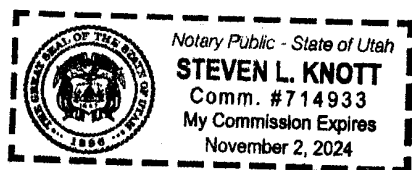
**THE TOWNES CONDOMINIUM ASSOCIATION, INC.**  
a Utah nonprofit corporation

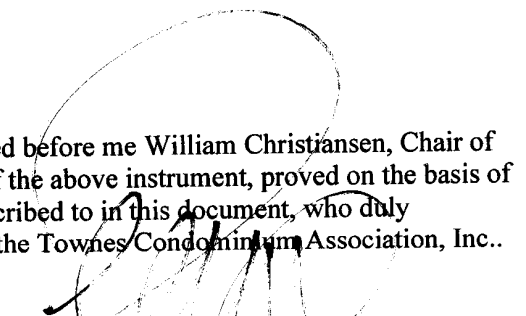
  
By: William Christiansen  
Its: Chair

8/26/21  
Date

STATE OF UTAH )  
County of Salt Lake :ss

On the 26 day of August, 2021, personally appeared before me William Christiansen, Chair of The Townes Condominium Association, Inc., the signer of the above instrument, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, who duly acknowledged that he/she executed the same on behalf of the Townes Condominium Association, Inc..



  
Notary Public

**EXHIBIT A**  
**Property Legal Descriptions**

**SC Property**

BEGINNING AT A POINT 393.14 FEET SOUTH FROM THE SOUTHEAST CORNER OF BLOCK 9, SUNNYSIDE PARK SUBDIVISION, A SUBDIVISION LOCATED IN BLOCK 27, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 81.36 FEET; THENCE WEST 128.54 FEET, MORE OR LESS TO THE EASTERLY LINE OF FOOTHILL DRIVE; THENCE NORTH 33°15'00" WEST ALONG SAID EASTERLY LINE 86.14 FEET; THENCE NORTH 64°28'05" EAST 80.12 FEET; THENCE SOUTH 25°45'07" EAST 67.66 FEET; THENCE NORTH 64°14'53" EAST 82.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 11,696 SQ. FT. OR 0.269 ACRES, MORE OR LESS

**Townes Property**

BEGINNING AT A POINT 66.0 FEET SOUTH FROM THE SOUTHEAST CORNER OF BLOCK 9, SUNNYSIDE PARK SUBDIVISION, A SUBDIVISION LOCATED IN BLOCK 27, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH, 327.14 FEET; THENCE SOUTH 64°14'53" WEST 82.24 FEET; THENCE NORTH 25°45'07" WEST 67.66 FEET; THENCE SOUTH 64°28'05" WEST 80.12 FEET, MORE OR LESS, TO THE EASTERLY LINE OF FOOTHILL DRIVE; THENCE NORTH 33°15'00" WEST ALONG SAID EASTERLY LINE 234.35 FEET; THENCE NORTH 56°45'00" EAST 80.00 FEET; THENCE NORTH 24°28'40" WEST 106.16 FEET; THENCE EAST, 281.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 83,241 SQ. FT. OR 1.911 ACRES, MORE OR LESS.