

When Recorded, Return to:

Buchalter
11 South Main Street
Salt Lake City, UT
Attn: Keven Rowe

13952851 B: 11339 P: 4421 Total Pages: 8
05/16/2022 02:15 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DALE CHRISTIANSEN
2748 GLEN MARE SALT LAKE CITY, UT 84106



SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of May 10, 2022, to be effective as of the date of recording hereof (the “**Effective Date**”), by MWIC Magna Apartments LLC, a Utah limited liability company (“**MWIC**”).

RECITALS

A. MWIC is the owner of that certain real property located in the City of Magna, County of Salt Lake, State of Utah, more particularly described on **Exhibit “A”** attached hereto (the “**MWIC Parcel**”).

B. [] is the owner of that certain real property located in the City of Magna, County of Salt Lake, State of Utah, more particularly described on **Exhibit “B”** attached hereto (the “**Second Party Parcel**”).

C. MWIC desires to establish certain reciprocal easements, covenants, conditions and restrictions, for the mutual benefit and complement of the MWIC Parcel and the Second Party Parcel (each a “**Parcel**” and collectively, the “**Parcels**”), and the present and future owners, tenants, and lawful occupants and users thereof, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, intending that the Parcels and all present and future owners and occupants of the Parcels be subjected to the terms, easements, covenants, conditions, and restrictions set forth in this Agreement, and that the Parcels be maintained, kept, sold and used in full compliance with and subject to this Agreement, the parties, on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

1.1 The term “**City**” means the City of Magna, Utah.

1.2 The term “**Joint Access Drive Area**” means the area shown and labeled as such on the depiction attached hereto as **Exhibit “C”**, including associated curb, gutter and sidewalk.

1.3 The term “**Official Records**” means the official records of Salt Lake County, State of Utah.

1.4 The term “**Owner**” or “**Owners**” means Second Party (as to the Second Party Parcel), MWIC (as to the MWIC Parcel), and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered by this Agreement, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property or the tenant(s) of such real property prior to acquisition of fee title thereto.

1.5 The term “**Permittees**” means the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and (ii) such tenant(s) or occupant(s).

2. **Easements.**

2.1 **Grant of Reciprocal Easements for Access.** Subject to any express limitations contained in this Agreement, MWIC grants to the Second Party, conditioned upon Second Party granting reciprocal rights to MWIC with respect to Second Party’s Parcel, for the use and benefit of MWIC or Second Party, as applicable, their successors and assigns, their Permittees and their respective Parcels, a nonexclusive and perpetual easement over and across those portions of the MWIC Parcel and the Second Party Parcel upon which the Joint Access Drive Area is located for purposes of reasonable vehicular and pedestrian access, ingress and egress to and from each respective Owner’s Parcel. MWIC expressly acknowledges that the easements granted pursuant to this Section 2.1 shall become effective upon (i) the Second Party’s recordation of a counterpart easement agreement with respect to the Joint Access Drive Area (or an acknowledgment to become bound by this Agreement); and (ii) the construction of an access drive between the MWIC Parcel and the Second Party Parcel within the Joint Access Drive Area.

2.2 **Construction and Maintenance.** In the event an access drive is constructed within the Joint Access Drive Area, each Owner of a Parcel shall be responsible for the construction, repair, maintenance, removal and replacement of those portions of the Joint Access Drive Area located on such Owner’s Parcel.

2.3 **Reasonable Use.** The easements granted herein may only be used and enjoyed by each Owner and its Permittees in such a manner as to not unreasonably interfere with, obstruct or delay the conduct and operations of the business(es) of the other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business(es), and the receipt or delivery of merchandise in connection therewith.

3. **Cross Parking.** Nothing in this Agreement permits cross-parking on the Parcel of another Owner, and each Owner agrees to take reasonable steps to enforce the terms and conditions hereof.

4. **Taxes and Assessments.** Each Owner agrees to pay or cause to be paid all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

5. No Rights in Public; No Implied Easements. Nothing contained herein creates any rights in the general public or dedicates for public use any portion of the Parcels. No easements, except those expressly set forth herein, are implied by this Agreement, and in this regard, without limiting the generality of the foregoing, no easements for parking or signage are granted or implied.

6. Miscellaneous.

6.1 Attorneys' Fees. If a party institutes a legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the MWIC Parcel and the Second Party Parcel. Any such amendment shall be evidenced by a document that has been fully executed and acknowledged by all such parties required by this paragraph and recorded in the Official Records.

6.3 No Waiver. No waiver of any default of any obligation by any Owner may be implied from any omission by another Owner to take any action with respect to such default.

6.4 No Agency. Nothing contained in this Agreement creates the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners.

6.5 Covenants to Run with Land. Each of the easements, covenants, conditions, restrictions, assessments, rights and obligations set forth herein runs with the land and creates an equitable servitude in favor of the real property benefited thereby, binds every person having any fee, leasehold or other interest therein and inures to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. However, no easement, covenant, condition, restriction, or other right or benefit accruing hereunder in favor of any Parcel is assignable, transferable or otherwise delegable to or for the benefit of neighboring real property that is not a Parcel covered by this Agreement. This Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any tract or parcel of land that is dedicated or conveyed to any governmental authority, utility provider or irrigation district, which tract or parcel of land shall thereupon be released from and no longer be subject to or burdened by the provisions of this Agreement.

6.6 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party to this Agreement or from a subsequent Owner of the Parcel, accepts such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee, for himself and his successors, assigns, heirs, and personal representatives, agrees to and with all Owners, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

6.7 Separability. Each provision of this Agreement and the application thereof to the Parcels are declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Agreement. If the validity or enforceability of any easement granted under this Agreement is held to be dependent upon the existence of a specific legal description, the Owners agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity does not terminate this Agreement or in any manner affect or impair the validity or enforceability of this Agreement.

6.8 Time of Essence. Time is of the essence of this Agreement.

6.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.10 Right to Subdivide. Each Owner reserves the right to subdivide its Parcel and to allocate and delegate among the respective Owners thereof, in the sole discretion of the subdividing Owner, the rights and obligations otherwise pertaining to the subdivided Parcel and its Owner arising under this Agreement; provided, however, in the absence of any such allocation and delegation set forth in a recorded instrument, the rights and obligations of the Owners of subdivided portions of a Parcel under this Agreement are joint and several.

6.11 Prescriptive Easements/Adverse Possession. No title, easement or use pertaining to the Parcels or any portion thereof may be established by prescription or adverse possession, the statute of limitations for such purposes being expressly hereby waived.

6.12 Additional Documentation. The Owners agree to execute, acknowledge and deliver such additional documentation as is reasonably necessary or desirable to carry out the purpose and intent of this Agreement, including, without limitation, any documentation requested by the City pertaining to easements, construction or maintenance pertaining to the subject matter of this Agreement.

6.13 Governing Law. The laws of the State of Utah govern the interpretation, validity, performance, and enforcement of this Agreement.

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EXHIBIT "A"

Legal Description of the MWIC Parcel

Exhibit "A"

ARBOR PARK MINOR SUBDIVISION INGRESS/EGRESS EASEMENT

LOCATED IN THE:
 NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST
 SALT LAKE BASE AND MERIDIAN,
 MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH

EXHIBIT "A"

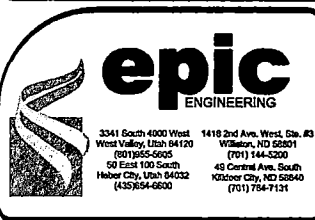
INGRESS EGRESS EASEMENT DESCRIPTION FOR PARCEL 14-32-201-066

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA TOWNSHIP, SALT LAKE COUNTY, UTAH:
 BEGINNING AT A POINT ON THE SHARED COMMON PROPERTY LINE OF ENTRY #12663246 AND ENTRY #10755654, SALT LAKE COUNTY RECORDER'S OFFICE, BEING 1086.77 FEET SOUTH 00°23'39" WEST ALONG THE QUARTER SECTION LINE AND 170.67 FEET SOUTH 89°36'21" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE NORTH 02°20'02" WEST 8.17 FEET; THENCE NORTH 87°34'13" EAST 25.00 FEET; THENCE SOUTH 02°20'02" EAST 8.17 FEET TO SAID SHARED COMMON PROPERTY LINE; THENCE SOUTH 87°33'49" WEST 25.00 FEET ALONG SAID SHARED COMMON PROPERTY LINE TO THE POINT OF BEGINNING.
 CONTAINS 204 SQ. FT. +/-

* SEE SHEET 1 FOR EASEMENT EXHIBIT *

LEGEND	
SECTION CORNER (FOUND)	
SECTION LINE	
PROPERTY LINE	
LOT LINE	
SET MONUMENT	
FOUND MONUMENT	

N:\PROJECTS\MAGNA-ARBOR PARK APARTMENTS\SURVEY\DWG\EXHIBITS\LOT 1 INGRESS EGRESS.DWG



3341 South 4000 West
 West Valley, Utah 84120
 (801) 965-6605
 50 East 100 South
 Heber City, Utah 84032
 (435) 854-6600

1419 2nd Ave. West, Ste. #3
 Woburn, MA 02461
 (781) 144-5200

40 Central Ave. South
 100000 City, MO 63040
 (701) 784-7131

PROJECT NAME	ARBOR PARK MINOR SUBDIVISION INGRESS/EGRESS EASEMENT
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SCALE	
HORIZ: 1" = 20'	
BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.	

PROJECT LOCATION	MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH
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DRAWN: JF	PROJECT # 18SM3521
DESIGNER: JF	SHEET: 2 of 2
REVIEWED: TG	
DATE: 8/30/2021	

EXHIBIT "C"

Joint Access Drive Area

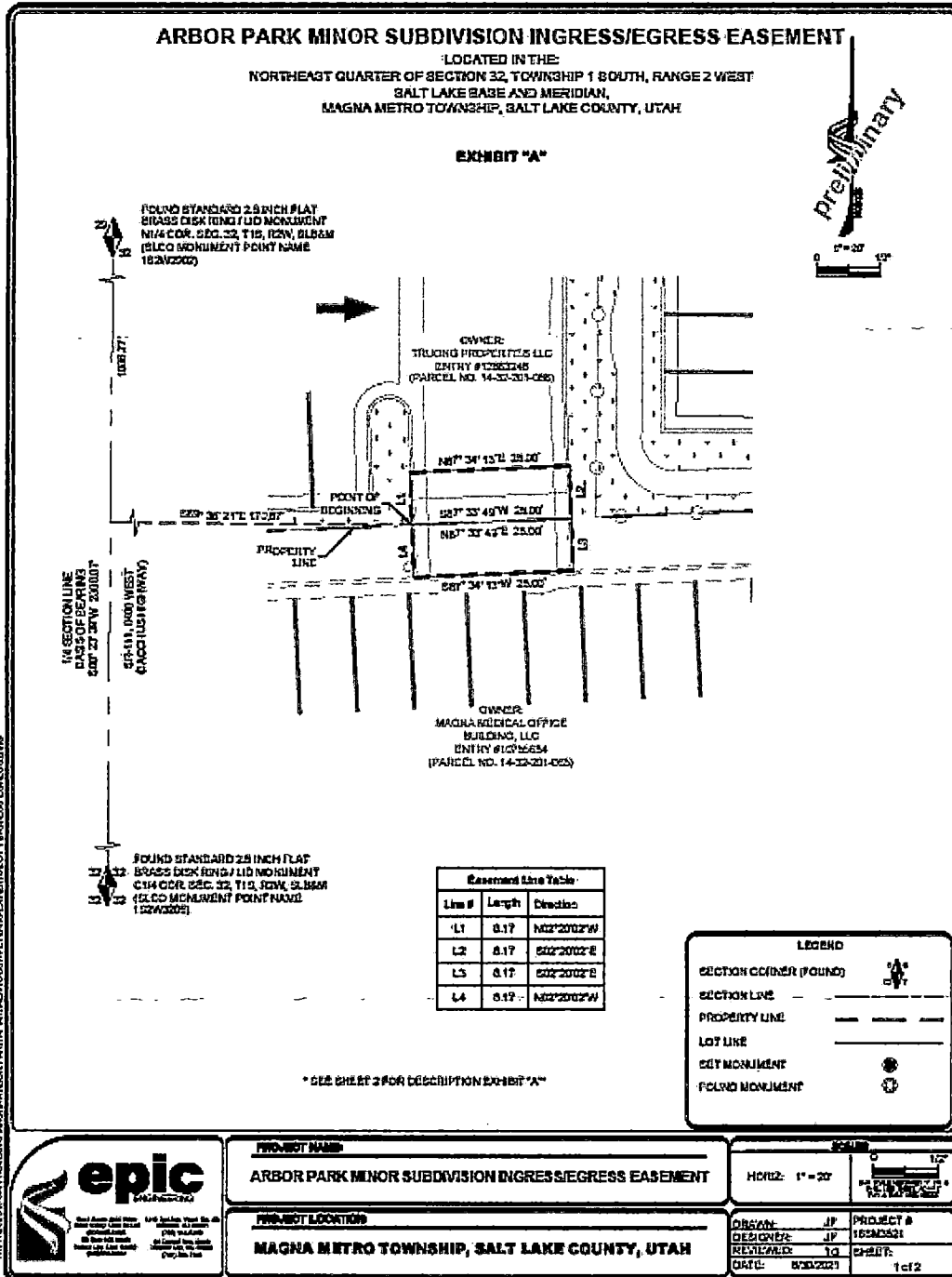


Exhibit "C"