

TIN 10-00-110-001 & 10-00-107-014

Return Document to:

Stratford Apartments 169, LLLP
440 South 500 East
Salt Lake City, Utah 84102
Attn: Shawn McMillen

ENCROACHMENT EASEMENT AGREEMENT

CT-158150-MCM

This Encroachment Easement Agreement (the "Agreement") is made as of March 26, 2024 (the "Effective Date"), by and between Jack Simantob and Edmond Simantob, as tenants in common (collectively, the "Simantob TIC"), and Stratford Apartments 169, LLLP, a Utah limited liability limited partnership, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Partnership") (the Simantob TIC and the Partnership are each an "Owner" and together, the "Owners").

RECITALS

WHEREAS, the Simantob TIC is the fee owner of that certain real property located in the City of Salt Lake, Utah (the "Simantob TIC's Property"), which is adjacent to that certain real property owned by the Partnership and located in the City of Salt Lake, Utah, legally described on Exhibit A attached hereto (the "Partnership's Property");

WHEREAS, a portion of the building on the Partnership's Property encroaches on the east side of the Simantob TIC's Property in the locations legally described on Exhibit B attached hereto, and identified as "Partnership Encroachment Area North" and "Partnership Encroachment Area South" and as depicted on Exhibit C (collectively, the "Encroachments"); and

WHEREAS, the parties desire to enter into this Agreement for the purposes of granting to the Partnership an easement with respect to the Encroachments.

NOW, THEREFORE, for the consideration of the Recitals, which are hereby made a part hereof, and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Simantob TIC hereby grants, sells and conveys unto the Partnership, for use by the Partnership and its agents, employees, tenants, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it (collectively, the “Partnership Permitted Users”), a perpetual and nonexclusive easement for the Encroachments in, over, through, across, under, and along the Simantob TIC’s Property (the “Easements”), as described in **Exhibit B** and as depicted on **Exhibit C**.
2. **Obstructions.** Except as allowed in the Easements granted herein, neither the Simantob TIC nor the Partnership or their respective successors or assigns, shall construct, install, or place any barrier, curbing, fence or obstruction, including landscaping, on any portion of the Easements so as to obstruct the use and enjoyment of the Easements by either party as contemplated by this Agreement.
3. **Default; Remedies.** The Parties agree that the provisions of this Agreement shall be enforced as follows or under any remedies available at law and in equity:
 - a. Failure to perform any obligations under this Agreement, which default is not cured within thirty (30) days after the giving of written notice from the other Owner to the defaulting Owner, then the other Owner shall have the right, exercisable by delivering written notice to the defaulting Owner to cure such default, and the right to be promptly reimbursed for any costs incurred to cure such default. If any reimbursement due hereunder is not made within thirty (30) days of demand therefore, interest shall accrue on all sums due at the highest lawful rate until paid. In the event any Owner must engage the services of an attorney or other professional in order to collect any sums due, the defaulting Owner shall be liable for reimbursement of all attorneys’ fees, court costs and other professional fees incurred, whether or not legal proceedings are commenced.
 - b. In the event of any violation or threatened violation by any Owner of any of the provisions of this Agreement, in addition to the right to collect damages and exercise the right to self-help, each Owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, five (5) business days advance written notice of the violation shall be given to the Owner claimed to have committed such violation, provided that no such advance notice shall be necessary in the case of emergency.
4. **Compliance with Laws.** With respect to the Partnership’s respective use, enjoyment and exercise of any rights or obligations hereunder, the Partnership will comply with all Governmental Requirements of all Governmental Authorities. For purposes of this Section, the term (i) “Governmental Requirements” shall mean: all applicable laws, statutes, ordinances, codes, rules, regulations, orders, resolutions and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities, and (ii) “Governmental Authorities” shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

5. **Indemnification.**

- a. **Indemnification by Partnership.** The Partnership, for itself and for and on behalf of its successors, assigns and permittees, covenants and agrees, at its sole cost and expense, to indemnify, protect, and hold harmless the Simantob TIC, and its successors, assigns and permittees (each a "Simantob TIC Indemnified Person") from and against any and all claims, liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements actually incurred) which may at any time be imposed upon, incurred by, or asserted or awarded against the Simantob TIC Indemnified Person and arising directly from or out of or in connection with the Partnership's or the Partnership's Permitted Users' use of the Easements and other rights granted or assigned to the Partnership herein, including but not limited to: (a) any mechanic's or materialman's lien or other lien against the Simantob TIC's Property as a result of the Partnership's or permittees use, (b) accidents, injuries, loss or damage of or to any person or property, whether arising from the negligent, intentional or willful acts or omissions of the Partnership or its permittees or otherwise, (c) the performance of any construction, maintenance, replacement, repair, restoration or other work on the Easements or the Simantob TIC's Property; and (d) the failure of the Partnership to comply fully with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Simantob TIC is not indemnified or held harmless from matters arising as the result of the Simantob TIC's gross negligence or willful misconduct. This Section shall survive termination of this Agreement.
- b. **Indemnification by Simantob TIC.** The Simantob TIC, for itself and for and on behalf of its successors, assigns and permittees, covenants and agrees, at its sole cost and expense, to indemnify, protect, and hold harmless the Partnership, and its successors, assigns and permittees (each a "Partnership Indemnified Person") from and against any and all claims, liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements actually incurred) which may at any time be imposed upon, incurred by, or asserted or awarded against the Partnership Indemnified Person and arising directly from or out of or in connection with the Simantob TIC's or its permittees' use of the Easements and other rights granted or assigned to the Simantob TIC herein, including but not limited to: (a) any mechanic's or materialman's lien or other lien against the Partnership's Property as a result of the Simantob TIC's or permittees use, (b) accidents, injuries, loss or damage of or to any person or property, whether arising from the negligent, intentional or willful acts or omissions of the Simantob TIC or its permittees or otherwise, (c) the performance of any construction, maintenance, replacement, repair, restoration or other work on the Easements or the Partnership's Property; and (d) the failure of the Simantob TIC to comply fully with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Partnership is not indemnified or held harmless from matters

arising as the result of the Partnership's gross negligence or willful misconduct. This Section shall survive termination of this Agreement.

6. **Insurance.** Each Owner shall, during the entire term this Agreement is in effect, procure, maintain and keep in full force and effect commercial general liability insurance with a combined single limit for bodily injury (including death), personal injury, and property damage of at least One Million Dollars and NO/100 (\$1,000,000.00) per occurrence with an aggregate limit of not less than Two Million Dollars and NO/100 (\$2,000,000.00) insuring against all liability that arises out of any of the matters covered by this Agreement, including, but not limited to the use of the Easements. Such insurance policy shall name the other Owner as an additional insured. Upon request, each Owner shall provide the other Owner with certificates evidencing such insurance coverage upon execution of this Agreement. Further, no Owner shall assign or delegate any of its rights hereunder or permit any contractor, subcontractor or materialman to enter upon the Easements for any purpose unless such person or entity is duly licensed, bonded and insured to the extent set forth herein. Each Owner shall maintain evidence of its compliance with this provision and shall provide such evidence to the other Owner upon written request.
7. **Covenants to Run with Land.** The Partnership shall have the right to sell, assign, apportion, or lease this Agreement, as amended from time to time, and the Easements granted under it, in whole or in part, to one or more parties, upon prior written notice to the Simantob TIC, and the Partnership shall be released from its obligations under this Agreement to the extent of such sale, assignment, apportionment, or lease, provided that any such purchaser, assignee, apportionee, or lessee assumes the Partnership's obligations pursuant to an assumption agreement approved by the Simantob TIC prior to such purchase, assignment, apportion, or lease. The Owners hereby agree that the Easements set forth herein shall run with the land and be binding on all parties having any right, title or interest to the Simantob TIC's Property and the Partnership's Property, their heirs, successors, and assigns.
8. **Interest.** The Simantob TIC, for itself, its heirs, successors, and assigns, represents, warrants, and covenants that it is the sole true and lawful owner(s) of the Simantob TIC's Property and has full right and power to grant and convey the Easements. The Simantob TIC relinquishes, releases and waives all rights of dower, homestead and distributive shares in and to the Easements.
9. **Liens.** The Simantob TIC consents to the Partnership contacting any lender, mortgagee, or other pre-existing holder of a lien or interest in the Simantob TIC's Property in order to secure a consent, subordination, non-disturbance agreement or such other document as the Partnership deems necessary for the benefit of the parties, provided, the Simantob TIC has an opportunity to review any such consent, subordination and non-disturbance agreement. Such form may be recorded in the real estate records of the county in which the Simantob TIC's Property lies upon prior written notice to the Simantob TIC. Upon the request of the Partnership, the Simantob TIC agrees to fully cooperate with the Partnership in order to secure such document from each lender, mortgagee, or other preexisting holder of a lien or interest in the Simantob TIC's Property. The Simantob TIC shall not be required to incur any third party out of pocket expenses in connection with assisting the Partnership in the

pursuit of the foregoing documents; all such third party out of pocket expenses relating to the same shall be paid by the Partnership.

10. **Company Liens.**

- a. If a mechanics lien is filed against the Simantob TIC's Property as a result of the action or inaction of the Partnership, the Partnership shall remove the lien of record by the payment or by bonding with a surety company authorized to do business in the State of Utah, within ten (10) days from the date of the filing of said mechanic's or other lien. Should the Partnership fail to take the foregoing steps within said ten (10) day period, then the Simantob TIC shall have the right, among other things, to pay said lien without inquiring into the validity thereof, and the Partnership shall immediately reimburse Simantob TIC for the total expense incurred by it in discharging said lien. The Partnership shall have the right to post and maintain on Simantob TIC's Property, notices of non-responsibility under the laws of the State of Utah.
- b. If a mechanics lien is filed against the Partnership's Property as a result of the action or inaction of the Simantob TIC, the Simantob TIC shall remove the lien of record by the payment or by bonding with a surety company authorized to do business in the State of Utah, within ten (10) days from the date of the filing of said mechanic's or other lien. Should the Simantob TIC fail to take the foregoing steps within said ten (10) day period, then the Partnership shall have the right, among other things, to pay said lien without inquiring into the validity thereof, and the Simantob TIC shall immediately reimburse the Partnership for the total expense incurred by it in discharging said lien. The Simantob TIC shall have the right to post and maintain on the Partnership's Property, notices of non-responsibility under the laws of the State of Utah.

11. **Property of Partnership.** Notwithstanding any rule of law or equity, unless otherwise sold, bartered or conveyed to another party, the Encroachments shall at all times remain the property of the Partnership.

12. **Estoppel Certificates.** Each party shall, from time to time, within twenty (20) days after a written request from the other party, execute, acknowledge and deliver to the requesting party, a certificate stating (i) that this Agreement is unmodified and in full force and effect, or, if modified, identifying the modification agreement(s); (ii) whether there is any existing default hereunder by any other party and, if so, specifying the nature and extent thereof; (iii) the nature and extent of any claims or defenses then being asserted or otherwise known by the party executing the certificate; (iv) whether the party executing the certificate has given or received any notice making a demand or claim hereunder which has not been resolved; and (v) such other matters as may be reasonably requested with respect to the rights and obligations of the party under this Agreement.

13. **Miscellaneous.**

- a. In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e., the party whose position is substantially upheld) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement.
- b. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) two (2) business days after deposit in the United States mail in a sealed envelope or container, postal charges prepaid, return receipt requested or certified mail at the following respective addresses, or (iii) one (1) business day after deposit with an overnight courier service addressed to the parties at the following respective addresses:

If to the Simantob TIC: Jack & Edmond Simantob
 1961 South La Cienega Boulevard
 Los Angeles, California 90034
 Attn: Jack Simantob

If to the Partnership: Stratford Apartments 169, LLLP
 440 South 500 East
 Salt Lake City, Utah 84102
 Attn: Shawn McMillen

With a copy to: Winthrop & Weinstine, P.A.
 225 South Sixth Street, Suite 3500
 Minneapolis, Minnesota 55402
 Attn: Robert P. Singleton

- Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.
- c. This Agreement and the Easements granted under it shall be interpreted in accordance with the laws of the State of Utah and all applicable federal laws. All actions or proceedings with respect to this Agreement shall be instituted only in state or federal court of the state Utah, and the Simantob TIC and the Partnership consent to the jurisdiction of or venue in such courts.
 - d. The Partnership and the Simantob TIC may exercise all or any of its rights in this Agreement at any time, and the Partnership's or the Simantob TIC's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights.
 - e. The waiver or failure to enforce any provision of this Agreement by either the Simantob TIC or the Partnership or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as

a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

- f. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon its respective heirs, devisees, representatives, successors and assigns. The Partnership's payment of consideration for this Agreement is evidence of the Partnership's acceptance of the Agreement. This Agreement, or a memorandum giving notice of this Agreement, and exhibits, shall be recorded in the real estate records of the county or counties where the Simantob TIC's Property lies by the Partnership immediately upon execution.
- g. This Agreement, including all exhibits, addendums and amendments to the Agreement, and any payment or damage calculation sheets provided to Simantob TIC and any other documents signed contemporaneously with this Agreement, contain the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement. This Agreement, shall not be abrogated, modified, rescinded, or amended in whole or in part without the written consent of the Simantob TIC and the Partnership, in writing and executed by each of them.
- h. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then that provision shall be deemed to be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and shall be construed to the furthest extent legally possible so as to accomplish the purposes set forth in this Agreement.

Signature page(s) follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

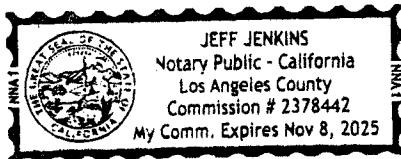
SIMANTOB TIC:

Jack Simantob
Jack Simantob

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On this 25 day of MARCH, in the year 2024, before me, JEFF JENKINS, a notary public, personally appeared Jack Simantob, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.




Jeff Jenkins
Notary Public

My Commission Expires: Nov 8, 2025

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


SIMANTOB TIC:


Edmond Simantob

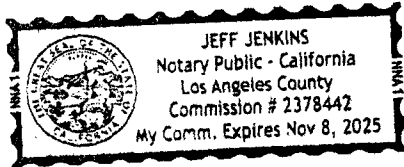
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On this 25 day of MARCH, in the year 2024, before me, JEFF JENKINS, a notary public, personally appeared Edmond Simantob, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.


Notary Public

My Commission Expires: Nov 8 2025



[Signature page to Encroachment Easement Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARTNERSHIP:

STRATFORD APARTMENTS 169, LLLP,
a Utah limited liability limited partnership

By: Stratford Apartments GP, LLC,
a Utah limited liability company

Its: General Partner

By: First Step House,
a Utah nonprofit corporation

Its: Sole Member and Manager

By: 

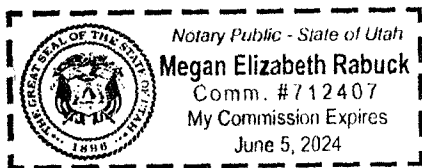
Name: Shawn McMillen

Title: Executive Director

ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18 day of March, 2024, by Shawn McMillen, the Executive Director of First Step House, a Utah nonprofit corporation, the sole member and manager of Stratford Apartments GP, LLC, a Utah limited liability company, the general partner of Stratford Apartments 169, LLLP, a Utah limited liability limited partnership, for and on behalf of said limited liability limited partnership.





Notary Public

My Commission Expires: June 5, 2024

EXHIBIT A
LEGAL DESCRIPTION OF PARTNERSHIP'S PROPERTY

Residential Unit 1, contained within STRATFORD CONDOMINIUM, as the same is identified in the Plat filed in the office of the Salt Lake County Recorder, Utah, on December 20, 2006 as Entry No. 9946062 in Book 2006P of Plats at Page 384 and in the declaration recorded December 20, 2006 as Entry No. 9946063 in Book 9397 at Page 3579 and the First Amendment to Declaration for Stratford Condominiums recorded 3.27.24 as Entry No. 14221056 in Book 11480 at Page 5587 (as said declaration may have been subsequently restated, amended and/or supplemented).

TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities defined under said declaration.

EXHIBIT B
LEGAL DESCRIPTION OF ENCROACHMENTS

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 1.00 foot from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.54 feet; thence North 00°01'45" West 42.86 feet; thence North 89°58'15" East 0.54 feet; thence South 00°01'45" East 42.86 feet to the point of beginning.

ALSO:

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 84.92 feet from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.61 feet; thence North 00°01'45" West 5.08 feet; thence North 89°58'15" East 0.61 feet; thence South 00°01'45" East 5.08 feet to the point of beginning.

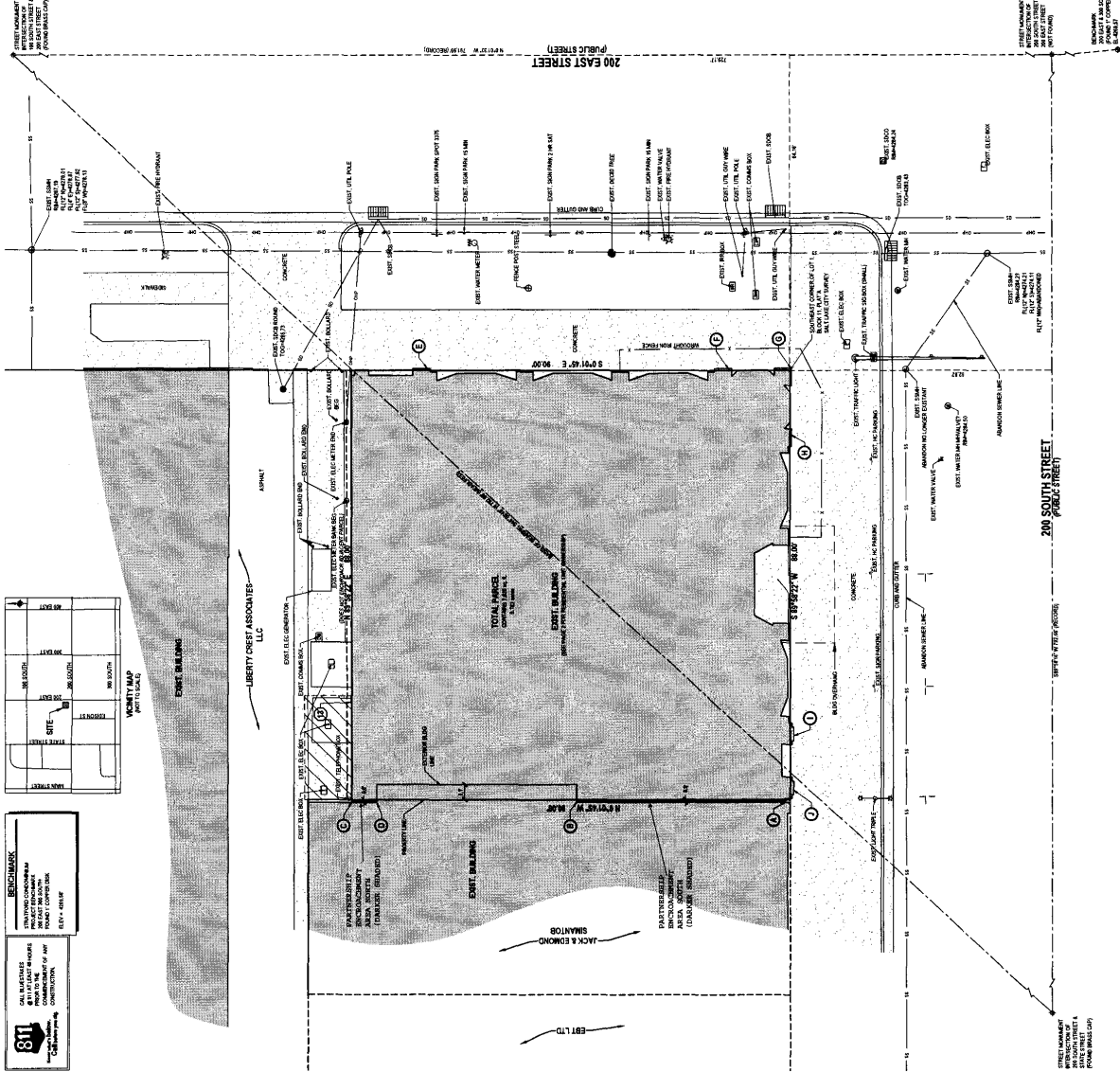
**EXHIBIT C
ENCROACHMENT/EASEMENT LOCATION**

(Attached)

28156920v7



BENCHMARK
 CIVIL ENGINEER
 STATE OF UTAH
 LICENSE NO. 10512
 PROJECT NO. 14221086
 SHEET NO. 14 OF 14



LEGEND

(Symbol)	PROPERTY LINE
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(Symbol)	ALUMINUM PROPERTY LINE
(Symbol)	CREED LINE
(Symbol)	TARGET LINE
(Symbol)	EDGE OF SURFACE
(Symbol)	STANDARD
(Symbol)	STANDARD STAIR
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ENCROACHMENT TABLE

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EN SIGN
 THE STANDARD IN ENGINEERING

SALT LAKE CITY
 40 W. 1000 S. Suite 200
 Sandy, UT 84070
 Phone: 801.253.0529

LAYTON
 Phone: 801.547.1100

TOULON
 Phone: 801.468.8188

CEDAR CITY
 Phone: 435.865.1453

ROCHFIELD
 Phone: 435.862.7183

WWW.EN SIGNENGINEERING.COM

PROFESSIONAL ENGINEER
 SALT LAKE CITY, UTAH
 LICENSE NO. 3295

STRATFORD CONDOMINIUM UNIT EASEMENT EXHIBIT

175 EAST 200 SOUTH
 SALT LAKE CITY, UTAH

ENRICH BUILDING
 175 EAST 200 SOUTH
 SALT LAKE CITY, UTAH

ENCROACHMENT EXHIBIT

1 OF 2