y. NF

When Recorded, Return To:
Salt Lake City Corporation
Attn: Capital Assets and Real Estate Services
451 South State Street, Room 406
Salt Lake City, Utah 84111

13145124

12/12/2019 10:26 AM \$0.00

Book - 10871 Pg - 4531-4534

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

SALT LAKE CITY CORPORATION

CAPTIAL ASSETS AND REAL PROP.

451 SOUTH STATE ST., # 406

SALT LAKE CITY UT 84111

BY: MGA, DEPUTY - WI 4 P.

# RECORDED

DEC 1 1 2019

#### **DECLARATION OF ACCESS EASEMENT**

CITY RECORDEDECLARATION OF ACCESS EASEMENT (this "Declaration") is entered into as of the Effective Date by SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), with an address of 451 South State Street, Room 406, Salt Lake City, Utah 84114.

- 1. City Property. City is the owner of certain real property that is being subdivided by the City into four lots as specified in that certain subdivision plat for Violin School Common (the "Subdivision Plat") of approximately the date of this Declaration, including the lots designated as "Lot 1" and "Lot 4", more particularly described on Exhibit A, attached hereto and incorporated herein (herein each referred to as a "Lot").
- 2. Declaration of Easement. City hereby grants a perpetual, non-exclusive easement ("Easement") on, over, and across a portion of Lot 4 to provide ingress and egress to Lot 1 over Lot 4 by way of a driveway, and to permit limited parking on a portion of Lot 4. The Easement shall benefit the owner(s) of Lot 1. The Easement area located upon Lot 4 is depicted on Exhibit B, attached hereto and incorporated herein (such area being referred to herein as the "Easement Area").
- 3. Construction and Maintenance. The City has no obligation to construct a road or other improvements upon the Easement Area. The owner of Lot 1, or the successor owner of Lot 1, shall be responsible for the construction and maintenance of all improvements upon the Easement Area which are necessary to permit ingress, egress and limited parking.
- 4. Condition of the Easement Area; Liability. The Easement Area upon which the Easement is granted, is provided in an "as is" condition with all faults and City makes no representation or warranty, express or implied, regarding title matters, physical condition of the Easement Area or its fitness for a particular purpose, its compliance with laws, or any other matter whatsoever. Use of the Easement shall be at such's users' own risk and City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in connection with use of the Easement Area on Lot 4 or the adjacent Lot 1. City does not waive any defenses or limits of liability available under the Governmental Immunity Act of Utah and other applicable law.

#### 5. Miscellaneous.

(a) <u>Applicable Law</u>. This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

- (b) Covenants to Run with the Land, Amendment. City intends that the covenants and restrictions set forth herein shall be covenants running with each of Lot 1 and Lot 4 and shall pass to and be binding upon each of such Lot's owner(s), including any purchaser, assignee, grantee, encumbrancer, or lessee of any portion of such Lot. The owner of Lot 1 acknowledges that the owner of Lot 4 may amend this Declaration and the Subdivision Plat, including the boundaries of Lot 4, and that the owner of Lot 1 consents to such amendment, provided that there are no changes to the boundary of Lot 1 and the owner of Lot 4 provides reasonably equivalent ingress, egress, and parking rights (which may be provided on other Lots designated upon the Subdivision Plat) as are provided in the Easement.
- (c) <u>Effective Date</u>. The "**Effective Date**" of this Declaration shall be the date upon which this Declaration has been executed by City, attested by the City Recorder, and recorded in the official records of the Salt Lake County Recorder.

DATED this 4 day of December, 2019.

CITY:

RECORDED

DEC 1 1 2019

CITY RECORDER

SALT LAKE CITY CORPORATION, a Utah municipal corporation

By Jacqueline M. Bishupski, Mayor

APPROVED AS TO FORM: Salt Lake City Attorney's Office

Salt Lake City/Recorder's Office Salt Lake City Attorn

Rimberty K. Chytraus, Senior City Attorney
Date DUSAM SV 4, 20 9

STATE OF UTAH

ity Recorder

) ss.

COUNTY OF SALT LAKE )

SANDY PHO CASEMENT NOTARY PUBLIC -STATE OF UTAH My Comm. Exp 06.10.2023 Commission # 706708 Janay PG- Casemont
Notary Public

My commission expires: 611012023

PROPERTY OF SALT LAKE CITY RECORDER'S OFFICE P.O. BOX 145515 SALT LAKE CITY, UTAH 84114-5515

# **EXHIBIT A**

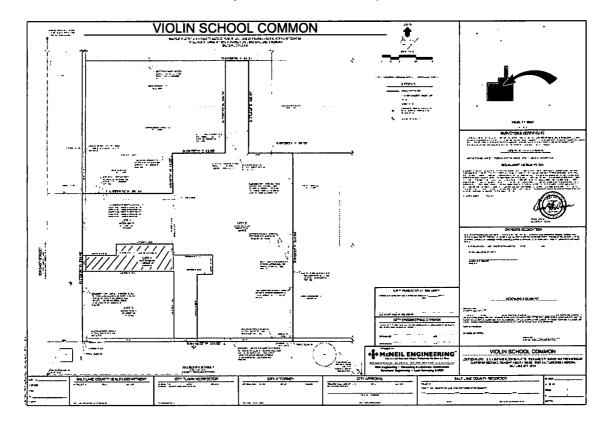
### LEGAL DESCRIPTION OF PROPERTY

Lot 1 and Lot 4 of the Violin Common Subdivision Plat as recorded as Entry # 13145119 in Book 16871 on Page 4503 of the official records of the Salt Lake County Recorder.

PROPERTY OF SALT LAKE CITY PECORDER'S OFFICE P.O. S.C.M. 1 (55) 5 SALT LAKE CITY, UTAH 84114-5515

# **EXHIBIT B**

# EASEMENT AREA ON SUBDIVISION PLAT (Crosshatched on Lot 4)



PROPERTY OF SALTIANE
CONTROL OF SALTIANE
CONTR