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MNT: 45517
WHEN RECORDED MAIL TO:
2511 South West Temple Property LLC
Attn: Scott Nichols
6300 North Sagewood Drive, Suite H-309
Park City, Utah 84098

12049387
5/13/2015 10:50:00 AM \$23.00
Book - 10323 Pg - 6842-6847
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

DECLARATION AND GRANT OF ACCESS
EASEMENT

This DECLARATION AND GRANT OF ACCESS EASEMENT is made and entered into as of the 12 day of MAY 2015, by and between J & M WEST TEMPLE, LLC, a Utah limited liability company of 2007 S. McClelland #100, SLU 84105 (the "Grantor") and 2511 SOUTH WEST TEMPLE PROPERTY LLC, a Utah limited liability company of 6300 North Sagewood Drive, Suite H-309, Park City, Utah 84098 (the "Grantee").

RECITALS

WHEREAS, Grantor owns certain real property located in South Salt Lake, Salt Lake County, State of Utah, that is more particularly described in the Exhibit "A" that is attached hereto and by this reference made a part hereof (the "Grantor's Property").

WHEREAS, Grantee owns certain real property located in South Salt Lake, Salt Lake County, State of Utah, that abuts the Grantor's Property on the North that is more particularly described in the Exhibit "B" that is attached hereto and by this reference made a part hereof (the "Grantee's Property").

WHEREAS, Grantee desires to establish, and Grantor has agreed to grant to Grantee a perpetual, nonexclusive easement over a portion of the Grantor's Property for vehicular and pedestrian access to and from West Temple Street for the benefit of the Grantee's Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions set forth herein, as well as the mutual benefits to be derived herefrom, Grantor and Grantee hereby agree as follows:

1. GRANT OF ACCESS EASEMENT. The Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement and right of way over and across a portion of the Grantor's Property that is more fully described on the Exhibit "C" that is attached hereto and by this reference made a part hereof (the "Easement Property") with full and free right of access for Grantee, its tenants, servants, visitors and licensees, at all times hereafter with or without vehicles for the purpose of ingress and egress to and from West Temple Street to the Grantee's Property.

2. APPURTENANT. It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantee's Property.

3. MAINTENANCE. The Grantee shall be responsible for the maintenance and repair of the Easement Property and the improvements constructed thereon and all the costs associated therewith.

4. INDEMNIFICATION. The Grantor and Grantee agree to protect, indemnify and save harmless the other, their successors and assigns from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Property by the respective parties.

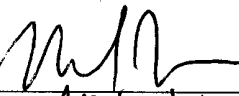
5. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other party for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property which shall prevent or interfere with the use of the Easement Property as contemplated herein. Grantee further agrees that it will exercise its obligations of maintenance and repair imposed by the terms hereof in such a way that all repair and maintenance activities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with Grantor's use of the Easement Property.

6. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

J & M West Temple, LLC, a Utah limited Liability company

By: 
Name: Michael Jeppesen
Its: Manager

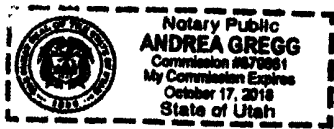
GRANTEE:

2511 South West Temple Property LLC, a Utah limited liability company

By: [Signature]
Name: Scott K. Nichols
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

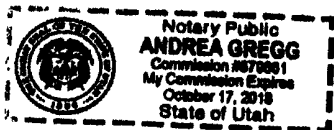
On this 12 day of MAY 2015 personally appeared before me Michael Jepsen, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as the Manager of J & M West Temple, LLC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 12 day of MAY 2015, personally appeared before me Scott K. Nichols, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as the Manager of 2511 South West Temple Property LLC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT A
DESCRIPTION OF GRANTOR'S
PROPERTY

All of Lots 57 and 58, Block 2, OAKLAND PLACE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Excepting therefrom the South 7 feet of said lots.

15-24-429-001

EXHIBIT B

DESCRIPTION OF GRANTEE'S
PROPERTY

PARCEL OF LAND SITUATE WITHIN LOT 4, BLOCK 40, 10-ACRE PLAT "A", BIG FILED SURVEY, SAID PARCEL BEING ALL OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN CORRECTION SPECIAL WARRANTY DEED RECORDED FEBRUARY 11, 2009, AS ENTRY NUMBER 10620625, IN BOOK 9685, AT PAGE 977-979 AND "PARCEL 6" DESCRIBED IN WARRANTY DEED RECORDED APRIL 25, 2003, AS ENTRY NO.: 8627162, IN BOOK 8785, AT PAGE 173-174 OF OFFICIAL RECORDS. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WHITLOCK AVENUE, SAID POINT BEING NORTH 00°00'46" EAST (North per record), A DISTANCE OF 6.66 FEET, FROM THE SOUTHWEST CORNER OF SAID LOT 4; AND RUNNING THENCE NORTH 00°00'28" EAST, ALONG THE EAST LINE OF WEST TEMPLE STREET, A DISTANCE OF 171.02 FEET (North, 178.54 feet), TO A POINT 7.0' NORTH OF THE SOUTHWEST CORNER OF LOT 58, OAKLAND PLACE SUBDIVISION; THENCE NORTH 89°41'15" EAST 55.83 FEET (North 89°32' East 56.60 feet), TO THE EAST LINE OF LOT 57, SAID OAKLAND PLACE SUBDIVISION; THENCE NORTH 0°12'15" EAST, ALONG THE EAST LINE OF SAID LOT 57, A DISTANCE OF 158.01 FEET, (North 0°01'00" East, 158.00 feet) TO THE SOUTH LINE OF OAKLAND AVENUE; THENCE NORTH 89°41'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.01 FEET, (North 89°32' East 250.00 feet) TO THE NORTHWEST CORNER OF LOT 46, SAID OAKLAND PLACE SUBDIVISION; THENCE SOUTH 00°12'15" WEST, ALONG THE WEST LINE OF SAID LOT 46, A DISTANCE OF 165.01 FEET, (South 0°01' East 165.00 feet) TO THE SOUTHERLY LINE OF SAID SUBDIVISION; THENCE NORTH 89°41'15" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 57.19 FEET (North 89°32'00" East); THENCE SOUTH 0°00'28" WEST, A DISTANCE OF 165.86 FEET, (South 172.20 feet) TO THE NORTH LINE OF AFORESAID WHITLOCK AVENUE; THENCE SOUTH 89°58'45" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 363.00 FEET, (West 363.00 feet) TO THE POINT OF BEGINNING.

15-24-429-012; cw 019

EXHIBIT C

DESCRIPTION OF EASEMENT PROPERTY

PARCEL OF LAND SITUATE WITHIN LOT 4, BLOCK 40, 10-ACRE PLAT "A", BIG FILED SURVEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 00°00'28" EAST, ALONG THE EAST LINE OF WEST TEMPLE STREET, A DISTANCE OF 177.68 FEET, FROM THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING 7.0' NORTH OF THE SOUTHWEST CORNER OF LOT 58, OAKLAND PLACE SUBDIVISION; AND RUNNING THENCE NORTH 00°00'28" EAST, ALONG SAID WEST LINE, A DISTANCE OF 45.17 FEET; THENCE NORTH 89°41'15" EAST, A DISTANCE OF 55.98 FEET, TO THE EAST LINE OF LOT 57, SAID OAKLAND PLACE SUBDIVISION; THENCE SOUTH 0°12'15" WEST, ALONG SAID EAST LINE, A DISTANCE OF 45.17 FEET, TO A POINT 7.0' NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°41'15" WEST, A DISTANCE OF 55.83 FEET, TO THE POINT OF BEGINNING.

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Part of: 15-24-429-001