When recorded mail to: Dimple Dell Property Management, LLC 4804 S. 1140 E. Salt Lake City, UT 84117 13909829 B: 11316 P: 1502 Total Pages: 7
03/11/2022 02:57 PM By: abrown Fees: \$40.00
EASEMT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SUTHERLAND TITLE COMPANY
920 E WOODOAK LN, STE 100SALT LAKE CITY, UT 84117

### PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made and entered into this day of March, 2022, by Dimple Dell Property Management, LLC, a Utah limited liability company ("Grantor"), and Chasebrook-Sandy, LLC, a Utah limited liability company, and GS Williamsen, LLC, a Utah limited liability company, each of whose address is 154 E. Myrtle Ave, Ste. 303, Murray UT 84107 (collectively, "Grantee").

### RECITALS

- A. Grantor is the owner of a parcel of property located in Salt Lake County, Utah (the "Grantor Property"). The Grantor Property is more particularly described in Exhibit "A" attached hereto and incorporated herein.
- B. Grantee is the owner of an adjacent parcel of property (the "Grantee Property"). The Grantee Property is more particularly described in Exhibit "B" attached hereto and incorporated herein.
- C. Grantee wishes to construct approximately ten (10) straight-in parking spaces (the "Grantee Parking Spaces"), which would be partially located on a portion of the Grantor Property at the location depicted on Exhibit "C" attached hereto and incorporated herein.
- D. Grantee wishes to obtain an easement over the Grantor Property for the purpose of constructing, maintaining, and using the Grantee Parking Spaces.
- E. Grantor is willing to grant an easement to Grantee on those certain terms and conditions recited below.

## TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises, obligations and agreements set forth herein, the sum of Ten Dollars paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. <u>Grant of Easement</u>. Grantor grants and conveys to Grantee an easement over the portion of the Grantor Property that is part of the Grantee Parking Spaces, as described on

ACCOMODATION RECORDING ONLY:
Sutherland Title Company makes no
representation as to the condition of title and
assumes no liability or responsibility for the
validity, sufficiency, or effect of this recording.

Exhibit "D" attached hereto and incorporated herein by this reference, for the exclusive use of the Grantee Parking Spaces by Grantee's tenants, invitees, licensees, and employees.

- 2. <u>Term.</u> The rights, obligations and easements created by this Agreement shall continue indefinitely and shall run with the land of Grantor and Grantee.
- 3. <u>Construction and Maintenance</u>. Grantee shall be solely responsible for the construction of the Grantee Parking Spaces, including the part located on the Granter Property and part located on the Grantee Property, at its own sole cost. During the term of this Agreement, Grantee shall maintain and repair the Grantee Parking Spaces, including the part located on the Granter Property and part located on the Grantee Property, at its own sole cost.
- 4. Run with the Land/Successors. For the purpose of the easements, rights and privileges provided hereunder, the Grantee Property, or any part thereof, shall constitute the dominant estate and the Grantor Property shall constitute the servient estate. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions granted or created herein create servitudes upon the servient estate in favor of the dominant estate; are appurtenances to the dominant estate; may not be transferred, assigned or encumbered except as an appurtenance of the dominant estate; and shall be covenants which run to the benefit of the owners of all or any portion of the dominant estate, their successors and assigns. The easements granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Grant of Easement, shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- 5. <u>Interpretation</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah.

Dimple Dell Property Management, LLC, a Utah limited liability company

Brad Reynolds, Manager

STATE OF UTAH )
:
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2 day of March, 2022, by Brad Reynolds, the Manager of Dimple Dell Property Management, LLC, a Utah limited liability company, on behalf of said company.

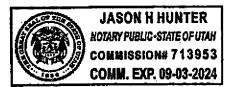
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SHANNON SARGENT NOTARY PUBLIC-STATE OF UTAH COMMISSIONS 701147 COMM. EXP. 07-02-2022

GS Williamsen, LLC and Chaseb Fook-Sandy, LL both Utal limited liability By:  Thomas E. Williamsen, M.	C, y companies
STATE OF UTAH	)

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this <u>10</u> day of March, 2022, by Thomas E. Williamsen, a Member of GS Williamsen, LLC and Chasebrook-Sandy, LLC, both Utah limited liability companies, on behalf of said companies.



Notary Public

# EXHIBIT "A" Grantor Property

Beginning at a point 40.00 feet North 00°40'55" East along Section Line and 374.92 feet South 89°54'10" East from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North line of the proposed 40 foot right of way of 10600 South Street and running thence North 36.66 feet; thence South 89°57'40" East 115.99 feet; thence North 103.80 feet; thence West 115.99 feet; thence North 98.00 feet; thence East 45.00 feet; thence South 89°59'51" East 74.99 feet; thence North 273.00 feet; Thence North 51°32'54" East 36.14 feet; thence North 157.00 feet; thence East 160.51 feet; thence South 124.95 feet; thence South 85°57'28" East 5.19 feet; thence North 84°37'35" East 76.82 feet; thence South 81°10'06" East 79.88 feet; thence North 88°04'21" East 55.96 feet; thence South 00°05'50" West 568.71 feet; thence West 224.26 feet; thence North 5.85 feet; thence North 89°54'10" West 300.10 feet to the point of beginning. LESS AND EXCEPTING a parcel of land in fee, being part of an entire tract of property, situate in the Southwest quarter of the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows: Beginning at the Southwest corner of said entire tract, which corner is 40.00 feet North 0°40'55" East along the section line and 374.92 feet South 89° 54'10" East from the West quarter corner of said Section 16; thence North 20.93 feet; thence South 86°05'43" East 5.51 feet; thence North 89°51'00" East 104.14 feet; thence South 67°50'50" East 55.97 feet to the Southerly boundary line of said entire tract; thence North 89°54'10" West 161.48 feet along said boundary line to the point of beginning.

Tax Parcel No.: 28-16-152-032

# EXHIBIT "B" Grantee Property

### Parcel 1:

BEG S 89°54'10" E 53.68 FT & N 0°05'50" W 65.47 FT FR W 1/4 COR SEC 16, T3S, R1E, SLM; N 0°41'08" E 228.28 FT; S 89°53'12" E 318.89 FT; S 0°00'13" W 253.44 FT; N 89°54'10" W150.31 FT; N 0°00'13" E 3.79 FT; N 89°54'10" W 135.04 FT; W'LY ALG 41.50 FT RADIUS CURVE TO R 44.24 FT TO BEG. LESS & EXCEPT BEG N 0°40'55" E ALG SEC LINE 293.96 FT & N 89°59'48"E 53 FT FR W 1/4 COR SD SEC 16; N 89°59'48" E 7.20 FT; S 1°35'43" E 32.94 FT; S 00°41'06" W 162.41 FT M OR L; S 39°34'33" E 39.27 FT; S 89°53'55" E 174.29 FT M OR L; S 86°05'43" E 113.68 FT; S 20.55 FT; N 89°57'40" W 321.92 FT; N 0°40'55" E 254 FT TO BEG.

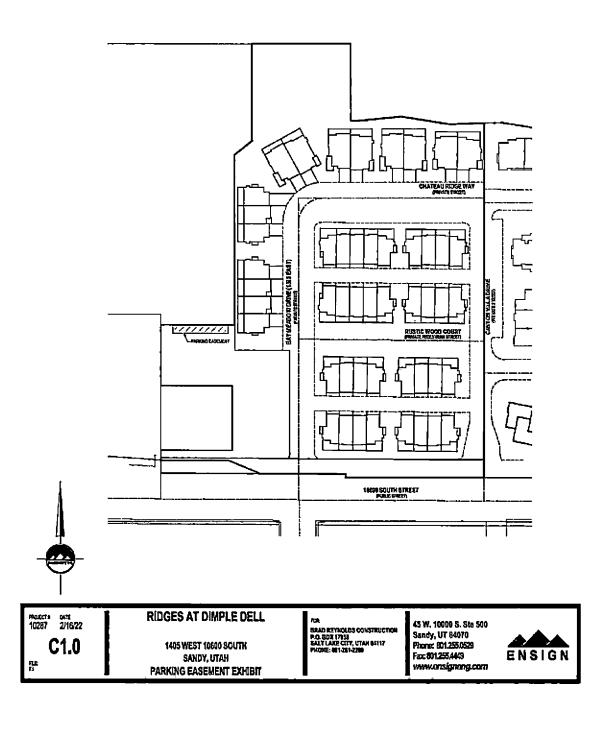
Tax Parcel No. 28-16-152-035

### Parcel 2:

BEG N 0°40'55" E 293.96 FT & N 89°59'48" E 60.20 FT FR W 1/4COR SEC 16, T3S, R1E, SLM; N 1°35'43" W 181.19 FT M OR L; N 0°40'55" E 124.64 FT; N 1°46'49" E 130.58 FT; E 459.31 FT M OR L; S 157 FT; S 51°32'54" W 36.14 FT; S 273 FT; W 120 FT; N 0°00'13" E 15.27 FT M OR L; N 89°53'12" W 311.49 FT M OR L TO BEG.

Tax Parcel No. 28-16-152-033

**EXHIBIT "C"**Location of Grantee Parking Spaces



# EXHIBIT "D" Description of Easement

An easement within a tract of land situate in the Northwest Quarter of Section 16, Township 3 South, Range I East, Salt Lake Base and Meridian. The boundaries of said easement being more particularly described as follows:

Beginning at a point being South 89°42'04" East 394.39 feet along the South Section Line and North 266.81 feet from the West Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 12.99 feet; thence South 89°59'54" East 91.00 feet; thence South 12.99 feet; thence West 91.00 feet to the point of beginning.

Contains 1,182 Square Feet or 0.027 Acres.