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Book - 10104 Pg - 779-785
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST OREM
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:

Glendale Investments, LLC
775 West 1200 North, Suite 100
Springville, UT 84663

PERMANENT INGRESS AND EGRESS EASEMENT AGREEMENT

This Permanent Ingress and Egress Easement Agreement (this "Easement"), is made this 28th day of January, 2013, between **Glendale Investments, LLC**, a Utah limited liability company, ("**Investments**"), and **Glendale School Properties, LLC**, a Utah limited liability company ("**School**"). Collectively, **Investments** and **School** shall be referred to as the "Parties."

RECITALS

A. Investments is the owner of certain property located at approximately 1133 S. Glendale Drive, Salt Lake City, County of Salt Lake, State of Utah, known as Parcel Number 15-10-432-017-0000 and which is more specifically described in Exhibit "A", attached hereto and made a part hereof by this reference (hereinafter, the "Investments Property").

B. School is the owner of certain real property located at approximately 1155 S. Glendale Drive, Salt Lake City, County of Salt Lake, State of Utah, known as Parcel Number 15-10-432-018-0000, and which is more specifically described in Exhibit "B", attached hereto and made a part hereof by this reference (hereinafter, the "School Property").

C. The Investments Property and the School Property are adjacent to each other.

D. School has agreed to grant to Investments a perpetual, non-exclusive and appurtenant easement for parking on the School Property as described and limited herein.

E. Investments has agreed to grant to School a perpetual, non-exclusive and appurtenant easement for parking on the Investments Property as described and limited herein.

AGREEMENT

In consideration of the mutual covenants herein contained and for Ten Dollars and other good and valuable consideration, the parties hereby agree as follows:

1. School Easement Area. School hereby grants to Investments, its representatives, successors and assigns forever, an appurtenant, perpetual, non-exclusive easement for parking on the School Property.

2. Investments Easement Area. Investments hereby grants to School, its representatives and assigns forever, an appurtenant, perpetual, non-exclusive easement for parking on the Investments Property.

3. Improvements. Parties agree that all necessary improvements have already been completed to the satisfaction of both parties.

4. Maintenance. Parties shall be responsible for the payment of any and all costs and expenses incurred for the maintenance of their respective Easement Areas.

5. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land, are binding upon and shall inure to the benefit of the Parties and their respective assigns and successors.

6. Attorneys' Fees. In the event of any action to enforce the provisions of this Easement, the prevailing party shall be entitled to receive reimbursement for reasonable costs and attorneys' fees in an amount determined by a court and not a jury.

7. No Public Dedication. The provisions of this Easement shall not be deemed to constitute a dedication for public use or create any rights in the general public.

8. Subordination. The Parties shall cause any existing senior lienholder(s) on their respective properties to consent to and subordinate to the rights of the Parties in this Easement.

9. Severability/Counterparts. Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any other covenant or agreement or provision hereof and the same shall remain in full force and effect. This instrument may be executed in counterparts, each of which shall be an original, but all of which constitute one and the same instrument.

10. Headings. The captions heading the various paragraphs of this Easement are for convenience and identification only and shall not be deemed to limit or to define the content of any section of this Easement.

11. Amendment. This Easement shall continue and endure in perpetuity until cancelled, amended, or modified by a written and recorded instrument executed by all persons or other entities having any interest in the Easement Area.

12. Governing Law. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Utah, without regard to principles or

rules regarding conflict or choice of laws. This Easement shall take effect as of the Effective Date, being the date of recordation of this Easement in the Official Records of the Salt Lake County Recorder's Office.

13. Indemnification. The Parties shall indemnify, defend and hold harmless each other for, from and against any and all losses, injuries or damages of any kind whatsoever which shall be caused by or arise out of any use of the Easement Areas by the Parties, members of their families and/or households, their agents, employees, guests, visitors, invitees and licensees.

14. Notices. All notices and communications to either Party hereto or their successors or assigns, shall be in writing and shall be given to such Party at the address set forth on the records of the Salt Lake County, Utah tax records or at such other address as such Party may hereafter specify. Each such notice or other communication shall be effective: (a) if given by mail three (3) business days after such notice is deposited in the United States Mail with first class postage prepaid, addressed as set forth above, provided that such mailing is by registered or certified mail, return receipt requested; (b) if given by overnight delivery, one (1) business day after deposit with a nationally recognized overnight delivery service such as Federal Express or Airborne with all fees and charges prepaid, or (c) on the date such notice is given in person.

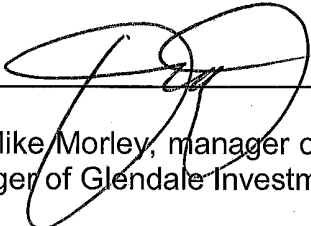
15. Owners. The Parties represent and warrant that they are the owners of the properties in question and have the right, title, and capacity to grant the easements granted herein.

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year above first written.

INVESTMENTS

GLENDALE INVESTMENTSS, LLC,
A Utah Limited Liability Company

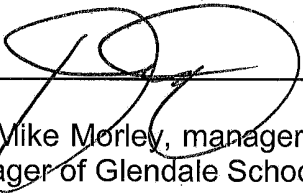
By: _____


Its: Mike Morley, manager of MTM, LLC which is the manager of Glendale Investments, LLC

SCHOOL

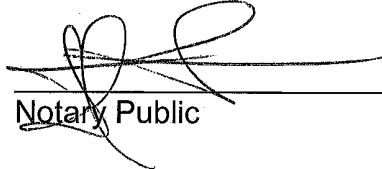
GLENDALE SCHOOL PROPERTIES, LLC,
A Utah Limited Liability Company

By: _____


Its: Mike Morley, manager of MTM, LLC which is the manager of Glendale School Properties, LLC

STATE OF UTAH)
)ss.
County of Utah)

The foregoing instrument was acknowledged before me on the 28th day of January, 2013, by Mike Morley, the manager of MTM, LLC which is the manager of Glendale Investments, LLC, a Utah limited liability company, on behalf of the company.



Notary Public

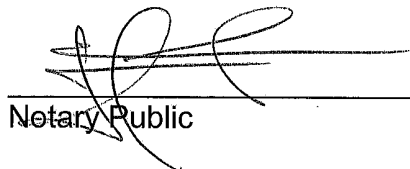
My commission expires:

February 1, 2014



STATE OF UTAH)
)ss.
County of Utah)

The foregoing instrument was acknowledged before me on the 28th day of January, 2013, by Mike Morley, the manager of MTM, LLC which is the manager of Glendale School Properties, LLC, a Utah limited liability company, on behalf of the company.



Notary Public

My commission expires:

February 1, 2014



Exhibit "A"

(Legal Description of Investments Property")

Parcel 1 (15-10-432-017-0000)

Beginning at a point on the Northerly line of Glendale Drive, said point being the Western most corner of Lot 10, Block 7, Glendale Gardens, Plat "F", a subdivision of part of Sections 10 and 11, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 35°57' East 216.00 feet; thence South 54°03' East 143.00 feet; thence North 35°57' East 25.00 feet; thence South 54°03' East 284.20 feet; thence South 35°57' West 241.00 feet; thence North 54°03' West 427.20 feet to the point of beginning.

Less and excepting that part of Lot 75, Glendale Park Plat "A" lying South of Lots 11-18, Block 2, Glendale Gardens Plat "E".

Also less and excepting that part of Lot 74, Glendale Park Plat "A" lying South of Lots 5-11, Block 2, Glendale Gardens Plat "E".

Parcel 2 (15-10-430-031 and 15-10-430-032):

A leasehold estate pursuant to that Lease Agreement recorded January 17, 1964, as Entry No. 1973234, in Book 2144, at Page 514, and mesne instruments of record, described as follows:

Beginning at a point which is 211.00 feet North 35° 57' East and 549.00 feet North 54° 03' West of the intersection of the center lines of Navajo Street and Glendale Drive. Said point is in Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Utah, and on the center line of C.W.A. Canal No. 1; and running thence South 35° 57' West 8.0 feet; thence North 54° 03' West 378.00 feet; thence North 35° 57' East 41.0 feet; thence South 54° 03' East 378.00 feet; thence South 35° 57' West 33.00 feet to the point of beginning.

Parcel 3 (15-10-430-031):

A leasehold estate pursuant to that Agreement recorded September 08, 1969, as Entry No. 2302185, in Book 2787, at Page 131, and mesne instruments of record, described as follows:

Beginning at a point North 35° 57' East 25.0 feet from the Northeast corner of Lot 9, Block 7, Glendale Gardens, Plat "F", a subdivision in the Southeast quarter of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 35° 57' East 41.0 feet; thence North 54° 03' West 108.0 feet; thence South 35° 57' West 41.0 feet; thence South 54° 03' East 108.0 feet to the point of beginning.

Exhibit "B"

(Legal Description of School Property)

Parcel 1 (15-10-432-018-0000)

Beginning at a point on the Northerly line of Glendale Drive, said point being South 54°03' East 427.20 feet from the Western most corner of Lot 10, Block 7, Glendale Gardens, Plat "F", a subdivision of part of Sections 10 and 11, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 35°57' East 241.00 feet; thence South 54°03' East 342.80 feet; thence North 35°57' East 35.00 feet; thence South 54°03' East 95.00 feet; thence South 35°57' West 15.00 feet; thence South 15°20'13" East 67.21 feet; thence South 89°01'09" East 79.44 feet to a point of a 40.00 foot radius curve to the right and on the Westerly line of Navajo Street; thence Southerly along the arc of said curve and Westerly line 46.87 feet to a point of tangency; thence South 35°57' West along said Westerly line 207.636 feet to a point of a 20.00 foot radius curve to the right; thence Westerly along the arc of said curve 31.42 feet to a point of tangency and on the Northerly line of Glendale Drive; thence North 54°03' West along said Northerly line 559.80 feet to the point of beginning.

Less and excepting that part of Lot 74, Glendale Park Plat "A" lying South of Lots 5-11, Block 2, Glendale Gardens Plat "E".

Also less and excepting that part of Lots 87 and 88, Glendale Park Plat "A" lying South of Lots 3 and 4, Block 2, Glendale Gardens Plat "E".

Also less and excepting that part of Lot 88, Glendale Park Plat "A" lying South of Lot 1, Block 2, Glendale Gardens Plat "E".

Parcel 2 (15-10-430-034 and 15-10-430-035):

A leasehold estate pursuant to that Lease Agreement recorded December 04, 1962, as Entry No. 1885609, in Book 1993, at Page 360, and mesne instruments of record, described as follows:

Beginning at the Southwest corner of Lot 1, Block 2, Plat "E", Glendale Gardens Subdivision of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 35° 57' West 41.0 feet; thence North 54° 03' West 521.0 feet; thence North 35° 57' East 41.0 feet; thence South 54° 03' East 521.0 feet to the point of beginning.