

10958779  
5/25/2010 2:04:00 PM \$30.00  
Book - 9828 Pg - 1005-1014  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, RETURN TO:

Diane H. Banks  
Fabian & Clendenin  
215 South State Street, Suite 1200  
Salt Lake City, Utah 84111

CTIA 43365-AP

21-34-201-007

**GRANT OF EASEMENT**

This Grant of Easement (the "Grant") is made and entered into this 18 day of May, 2010 by and between THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT ("Grantor") and SOLGARDEN, LLC as to an undivided 37.38% co-tenancy interest, SUNDBORN, LLC as to an undivided 12.62% co-tenancy interest, KIMWELL CORPORATION as to an undivided 12.9816% co-tenancy interest, and Q-6 as to an undivided 37.0184% co-tenancy interest, and its successors in possession or ownership ("together, "Grantee").

**RECITALS**

A. Grantor presently owns a parcel of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit A attached hereto and incorporated herein by this reference (the "JSD Property");

B. Grantee presently owns Parcel # 21-34-201-004 (the "Grantee Parcel") and intends to acquire Parcel # 21-34-21-034 adjacent to the JSD Property (together, the "Northern Parcel");

C. Grantee has requested that Grantor provide a non-exclusive easement for parking appurtenant to the Grantee Parcel, and Grantor has agreed to grant such easement on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound and intending that the burdens and benefits herein created shall run with the land, hereby agree as follows:

1. Grant of Easement.

1.1 Grantor hereby grants a non-exclusive irrevocable easement appurtenant to the Grantee Parcel and running with the land to create parking for up to 15 vehicles on the JSD Property in the area more particularly described on Exhibit B-1 and depicted on the site plan attached hereto as Exhibit B-2 (the "Parking Easement"). Notwithstanding the foregoing, the Parking Easement is granted solely for the benefit of Grantee and its tenants, customers, invitees, licensees and employees in connection with the operation and primary use of the business on the Grantee Parcel, and may not be used for any other purpose or by any third parties as agents or licensees of Grantee, including, without limitation, the rental of such spaces to any such third parties.

1.2 Grantor hereby further grants to Grantee for the benefit of Grantee and its tenants, customers, invitees, licensees and employees, a non-exclusive irrevocable easement appurtenant to the Grantee Parcel across the JSD access to 7800 South closest to the Northern Parcel as more particularly described on Exhibit D attached hereto and incorporated herein by this reference, and the northern-most drive aisle adjacent to the Parking Easement as depicted on Exhibit B-2, as they may be relocated from time to time, for the purpose of vehicular and pedestrian ingress and egress to the Parking Easement from 7800 South.

2. Maintenance. Grantor has no obligation whatsoever to create a parking area or add any parking surface to the Parking Easement, or otherwise to maintain or repair the Parking Easement in any way including without limitation to sweep or remove debris or snow therefrom or resurface the Parking Easement.

3. Duration. This grant and the easements, covenants, restrictions and undertakings of this grant shall be for a term commencing on the date hereof and continuing perpetually.

4. Modification. This grant and each and every easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified or amended as to the whole of the JSD Property, or any portion thereof, only with the unanimous written consent of the parties hereto or their respective successors and assigns, or by purchase of the Northern Parcel by JSD or its successors or assigns.

5. Not a public dedication. Nothing contained in this grant will be deemed to be a gift or dedication of any portion of the JSD Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this grant will be strictly limited to and for the private purposes expressed herein.

6. Miscellaneous.

6.1 The parties do not by this grant in any way or for any purpose become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

6.2 Failure of any party to insist on the strict performance of any provision of this grant or to exercise any option granted hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this grant shall be deemed to have been waived unless such waiver is in writing and is signed by each other party hereto.

6.3 Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Grantee may designate the party entitled to exercise any or all of the discretions and powers granted for its benefit pursuant to this grant.

6.4 This grant shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this grant on the date first set forth above.

**JORDAN SCHOOL DISTRICT**

Peggy Jo Kennett  
Peggy Jo Kennett, President

D. Burke Jolley  
D. Burke Jolley, Deputy Superintendent

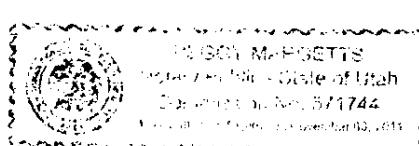
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 18<sup>th</sup> day of May, 2010, personally appeared before me Peggy Jo Kennett, the signer of the within instrument, who being first duly sworn, acknowledged to me that she executed the same as the duly authorized President of the Board of Education of Jordan School District.



STATE OF UTAH  
COUNTY OF SALT LAKE )

On the 18<sup>th</sup> day of May, 2010, personally appeared before me D. Burke Jolley, the signer of the within instrument, who being first duly sworn, acknowledged to me that he executed the same as the duly authorized Deputy Superintendent of the Board of Education of the Jordan School District.



Peggy Margitta  
Notary Public

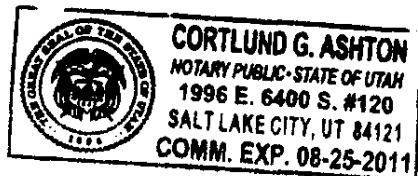
Peggy Margitta  
Notary Public

**SOLGARDEN, LLC**, a Utah limited liability company

By JAMES G. SEABERG  
Its: Managing Member

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

On the 21<sup>st</sup> day of May, 2010, personally appeared before me JAMES G. SEABERG the signer of the within instrument, who being first duly sworn, acknowledged to me that (s)he executed the same as the duly authorized MANAGING MEMBER of Solgarden, LLC, a Utah limited liability company.



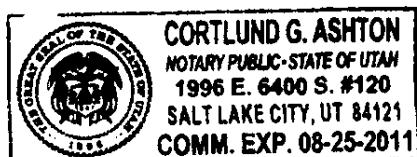
Cortlund G. Ashton  
Notary Public

**SUNDBORN, LLC**, a Utah limited liability company

By JAMES G. SEABERG  
Its: Managing Member

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

On the 21<sup>st</sup> day of May, 2010 personally appeared before me JAMES G. SEABERG the signer of the within instrument, who being first duly sworn, acknowledged to me that (s)he executed the same as the duly authorized MANAGING MEMBER of Sundborn, LLC, a Utah limited liability company.



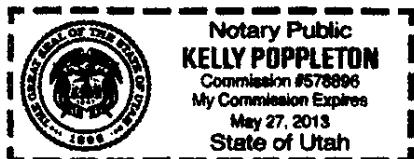
Cortlund G. Ashton  
Notary Public

KIMWELL CORPORATION, a Utah corporation

By *Victor M. Kimball*  
Its: *Vice President*

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

On the 10 day of May, 2010 personally appeared before me *Victor M. Kimball* the signer of the within instrument, who being first duly sworn, acknowledged to me that (s)he executed the same as the duly authorized *VICE PRESIDENT* of Kimwell Corporation, a Utah corporation.



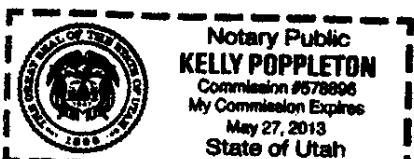
*Kelly Poppleton*  
Notary Public

Q-6 ASSOCIATES, LLC, a Utah limited liability company

By *At - X - all*  
Its: *Manager / Member*

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

On the 10 day of May, 2010 personally appeared before me *Victor M. Kimball* the signer of the within instrument, who being first duly sworn, acknowledged to me that (s)he executed the same as the duly authorized *MANAGER - MEMBER* of Q-6 Associates, LLC, a Utah limited liability company.



*Kelly Poppleton*  
Notary Public

**Exhibit A**

[JSD Property legal description]

Land situated in Salt Lake County, State of Utah and more particularly described as follows:

All of Tax Parcel #2134201007, less and excepting:

That certain parcel beginning at a point that is South 00°03'25" East 1113.63 Feet and North 89°56'35" East 53.00 Feet from the North Quarter Corner of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian and Running Thence North 89°56'38" East 202.67 Feet; Thence South 00°09'22" West 123.93 Feet; Thence East 13.40 Feet; Thence South 00°09'22" West 85.32 Feet; Thence South 89°53'37" West 215.29 Feet; Thence North 00°03'27" West 209.46 Feet to the Point of Beginning.

**Exhibit B-1**

**Parking Easement Legal Description**

Land Situated in Salt Lake County, State of Utah and more particularly described as follows:

Beginning at a point that is South 00°03'25" East 159.95 Feet and North 89°57'25" East 281.09 Feet from the North Quarter Corner of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°57'25" East 135.00 Feet; thence South 00°02'35" East 19.00 Feet; thence South 89°57'25" West 135.00 Feet; thence North 00°02'35" West 19.00 Feet to the Point of Beginning.

CONTAINS 2,565 SQ. FT.

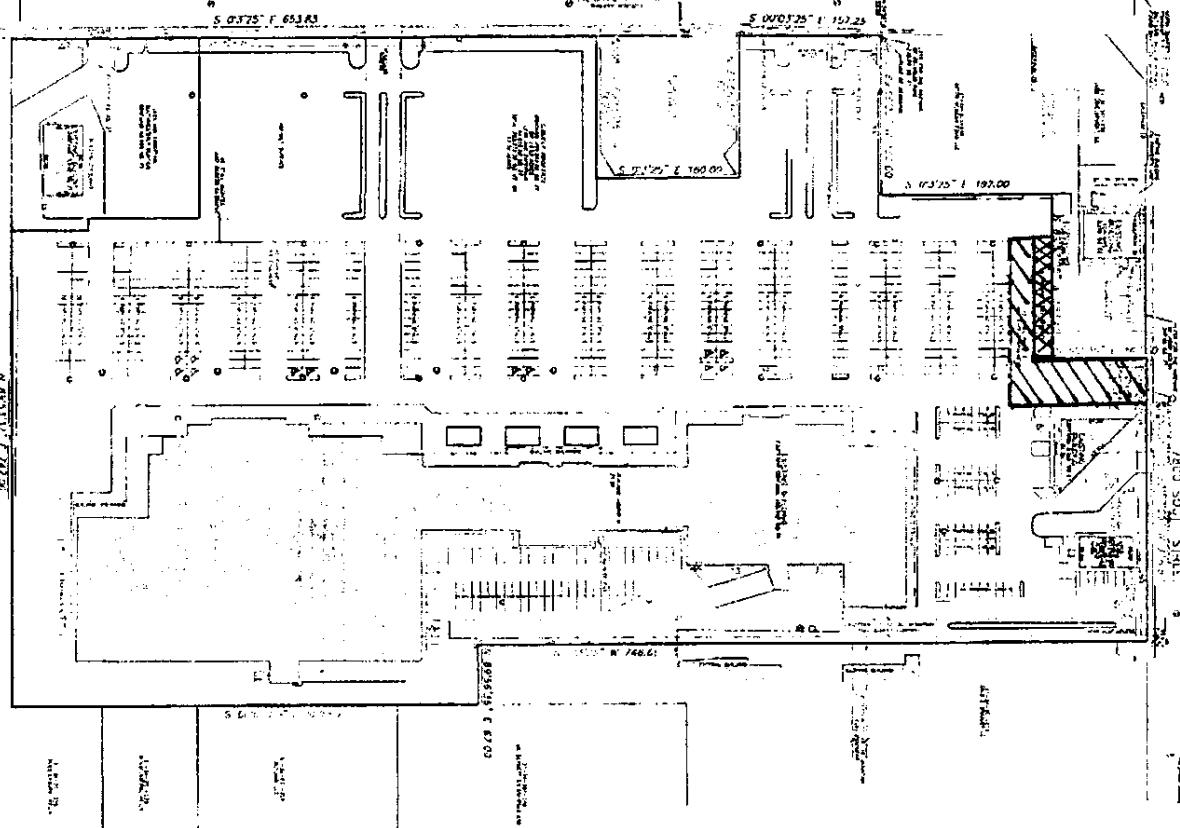
**Exhibit B-2**

[insert site plan depicting Parking Easement property and access]

PL

**EXHIBIT B-2**

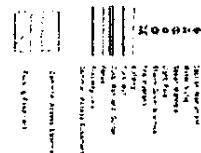
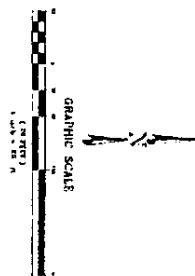
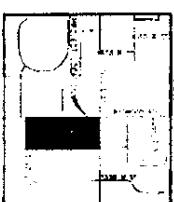
BASS OF HAWAII  
(N 03°25' W 2646.26) 2647.33  
RE-DONE 11-12 4  
4



A decorative horizontal border element consisting of a rectangular frame with a diagonal cross-hatch pattern inside.

## **Parking Easement**

**Parking Access  
(Subject to Relocation)**



1 OF 2

**ALTA/ACSM LAND TITLE SURVEY**  
7991 SOUTH REDWOOD ROAD, WEST JORDAN, UT 84085  
PREPARED FOR: VIC KIMBALL  
LOCATION: NE 1/4 SEC. 34, T. 2 S., R. 1 W., S.L.B.C.M.

Owner:	John
Phone:	555-1234
Address:	123 Main Street
City:	Anytown
State:	CA



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Exhibit C

Access to Parking Easement

Land situated in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point that is South 00°03'25" East 53.05 Feet and North 89°56'35" East 416.14 Feet from the North Quarter Corner of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian and Running thence North 89°57'25" East 52.41 Feet; thence South 00°02'35" East 155.70 Feet; thence South 89°50'22" West 187.36 Feet; thence North 00°09'38" West 30.08 Feet; thence North 89°57'25" East 135.00 Feet; thence North 00°02'12" West 126.00 Feet to the Point of Beginning.

ND. 4816-4669-1590, v. 1

q 11