

When recorded, mail to:

Vancott Law Firm  
36 South State Street, Suite 1900  
Salt Lake City, UT 84111  
Attn: Rand Cook, Esq.

11506468  
11/02/2012 09:14 AM \$ - 00  
Book - 10073 Pg - 5061-5068  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH TRANSIT AUTHORITY  
C/O PROPERTY MANAGER  
3600 S 700 W  
SALT LAKE CITY UT 84130-0810  
BY: LDT, DEPUTY - WI 8 P.

**DECLARATION AND GRANT  
OF  
ACCESS EASEMENT**

This DECLARATION AND GRANT OF ACCESS EASEMENT (the "Agreement") is made and entered into as of the \_\_\_ day of November, 2012, by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized and existing pursuant to Utah law whose address is 669 West 200 South, Salt Lake City, Utah ("Grantor") and **SLHNET INVESTMENTS, L.C.**, a Utah limited liability company whose address is 48 West Market Street, Suite #250, Salt Lake City, Utah 84101 ("Grantee").

WHEREAS, concurrently with this Agreement, Grantee is donating and conveying to Grantor by Special Warranty Deed that certain real property located in Salt Lake County, Utah, designated in said Deed as Parcel 1-200 North and Parcel 2-500 West to be eventually developed and dedicated to Salt Lake City as 500 West Street between 200 North and 300 North and a connection of existing 200 North to the new segment of 500 West (the "Donated Property"); and

WHEREAS, Grantee owns certain real property located in Salt Lake County, Utah, adjacent to the North of Parcel 1-200 North and to the East of Parcel 2-500 West and from which Parcel 2-500 West is being severed, as more particularly described in Exhibit B attached hereto (the "Grantee's Remaining Property"); and

WHEREAS, as a condition of donating the Donated Property, Grantee has requested that Grantor grant to Grantee an easement on, over, under and across the parcel described in Exhibit A attached hereto and by this reference made a part hereof ("Parcel 1-200 North") for (a) in Grantee's sole discretion, the construction, repair and maintenance of a roadway and related improvements for vehicular and pedestrian ingress and egress; and (b) ingress, egress and access by said vehicles and pedestrians to and from the Grantee's Remaining Property; and

WHEREAS, Grantor is willing to grant Grantee an easement on, over, and across Parcel 1-200 North on the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, to that end and for and in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived herefrom and therefrom:

1. Grantor hereby GRANTS AND CONVEYS to Grantee, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, for the benefit of the

Grantee's Remaining Property only, a non-exclusive easement (the "Easement") solely for the purposes of (a) in Grantee's sole election, the construction, repair and maintenance of a roadway and related improvements for vehicular and pedestrian ingress and egress, and (b) ingress, egress and access by said vehicles and pedestrians to and from the Grantee's Remaining Property, on, over and across Parcel 1-200 North. TO HAVE AND TO HOLD the Easement unto Grantee, and its successors and assigns, until the termination of the Easement pursuant to the provisions of Paragraph 4 below or by mutual agreement of Grantor and Grantee.

2. Exclusive use of the Grantor's Property is not hereby granted, and the right to use the Grantor's Property in common with Grantee is hereby expressly reserved to Grantor; provided that any such use by Grantor and its successors and assigns shall not at any time unreasonably interfere with Grantee's right to ingress, egress and access as described in Paragraph 1 above, or otherwise deprive Grantee of Grantee's rights hereunder.

3. Grantee shall hold harmless and indemnify Grantor from and against any and all losses, claims, injuries, demands, judgments, or liabilities of any nature arising from, caused by, or related to, in whole or in part, Grantee or its respective employees, agents, representatives, or invitees crossing over or being upon Parcel 1-200 North. Notwithstanding anything stated to the contrary in this Paragraph 3, Grantee's indemnification obligations under this Paragraph 3 shall not apply to any loss, claim, injury, demand, judgment, or liability of any nature to the extent arising from, caused by, or related to, in whole or in part, Grantor's own negligence or willful misconduct.

4. Grantor reserves the right to dedicate all or any part of Parcel 1-200 North as a public street or roadway. Upon such dedication and acceptance thereof by the appropriate public authority, the Easement granted hereby shall automatically terminate with respect to the portion of Parcel 1-200 North so dedicated.

5. In the event of termination of this Agreement, the parties agree to execute in recordable form a document reasonably required by Grantor and prepared by Grantor, at no cost, expense, liability or potential liability to Grantee, to evidence such termination and to remove this Agreement and the Easement as an encumbrance on Parcel 1-200 North or any part thereof.

6. This Agreement may not be modified except with the consent of Grantor and Grantee by written instrument duly executed and acknowledged by Grantor and Grantee or their respective successors and duly recorded in the office of the County Recorder of Salt Lake County, Utah.

7. All of the provisions in this Agreement, including the benefits and burdens, shall run with the land, benefiting Grantee's Remaining Property and burdening Parcel 1-200 North, and are binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no third party shall have any rights or obligations by reason of, and shall not be deemed to be a beneficiary of or party to, this Agreement.

8. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent

breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

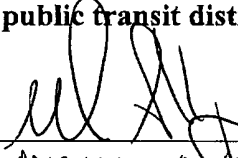
9. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

10. Either party may enforce this instrument by appropriate action, and the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

11. This instrument shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Salt Lake County, Utah.

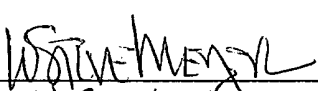
This Agreement was executed as of the date first above written.

GRANTOR: **UTAH TRANSIT AUTHORITY,**  
a Utah public transit district

By:   
Name: MICHAEL A. ALLEGRA  
Title: GENERAL MANAGER

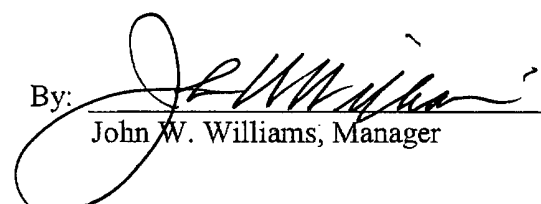
Approved as to form:

  
UTA Legal Counsel

By:   
Name: W. STEVE MENCYL  
Title: UTAH CAPITAL DEV. OFFICER

GRANTEE: **SLHNET INVESTMENTS, L.C.,**  
a Utah limited liability company

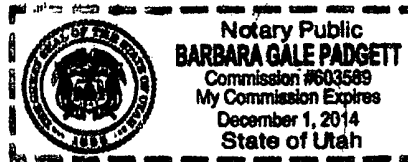
By: SLH Partners, LLC, a Utah limited liability company,  
Manager

By:   
John W. Williams, Manager

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

On the 1<sup>st</sup> day of November, 2012, personally appeared before me, Michael A. Alegria, who being by me duly sworn, did say that [s]he is the General Manager of Utah Transit Authority, a Utah public transit authority, and that the within and foregoing instrument was signed on behalf of said public transit authority, and said Michael A. Alegria acknowledged to me that [s]he executed the same in such capacity.

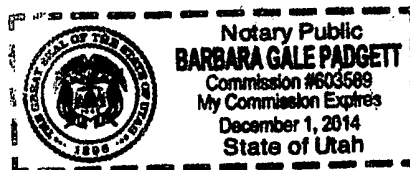
Barbara Gale Padgett  
NOTARY SIGNATURE AND SEAL



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

On the 1<sup>st</sup> day of November, 2012, personally appeared before me, W. Steve Meyer, who being by me duly sworn, did say that [s]he is the Chief Capital Dev. Officer of Utah Transit Authority, a Utah public transit authority, and that the within and foregoing instrument was signed on behalf of said public transit authority, and said W. Steve Meyer acknowledged to me that [s]he executed the same in such capacity.

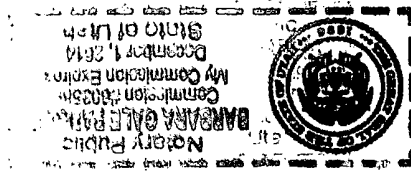
Barbara Gale Padgett  
NOTARY SIGNATURE AND SEAL



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

On the 15<sup>th</sup> day of November, 2012, personally appeared before me, John W. Williams, who being by me duly sworn, did say that he is the Manager of SLH Partners, LLC, a Utah limited liability company which is the Manager of SLHNET INVESTMENTS, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company, and said John W. Williams acknowledged to me that he executed the same in such capacity.

*Barbara Gale Padgett*  
\_\_\_\_\_  
NOTARY SIGNATURE AND SEAL



**EXHIBIT A**

**LEGAL DESCRIPTION OF PARCEL 1-200 NORTH**

COMMENCING at the Southwest corner of Block 101, Plat "A", Salt Lake City Survey; thence running East along the North line of 200 North Street 402.5 feet; thence South  $34^{\circ}51'23''$  East 161.85 feet to a point on the south line of 200 North Street, said point being 165 feet West of the Northeast corner of Block 98, Plat "A", Salt Lake City Survey; thence West along the south line of 200 North Street 495 feet to the northwest corner of said Block 98; thence North 131.86 feet, more or less, to the point of BEGINNING.

**EXCEPTING THEREFROM** the following described parcel of land conveyed to the UTAH TRANSIT AUTHORITY in that certain Warranty Deed recorded May 16, 2006 as Entry No. 9725432, in Book 9294, at Page 9873 of the Official Records of the Salt Lake County Recorder, to-wit:

A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, AND DESCRIBED AS FOLLOWS: Beginning at the Northwest corner of Block 98, Plat A, Salt Lake City Survey; thence North  $00^{\circ}06'33''$  West 131.92 feet to the Southwest corner of Block 101, Plat A, Salt Lake City Survey; thence North  $89^{\circ}54'48''$  East 59.82 feet along the South line of said Block 101; thence South  $00^{\circ}00'53''$  East 132.00 feet to the North line of said Block 98; thence South  $89^{\circ}59'33''$  West 59.60 feet along said North line to the point of beginning.

**FURTHER EXCEPTING THEREFROM** all the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

[Tax Parcel No. 08-36-328-029]

**EXHIBIT B**

**LEGAL DESCRIPTION OF GRANTEE'S REMAINING PROPERTY**

BEGINNING at a point which is South 89°54'40" West 66.00 feet from the Southwest corner of Block 101, Plat "A", Salt Lake City Survey, and running thence North 00°06'08" West parallel to and 66.00 feet distant Westerly of the West line of said Block 101, 660.23 feet to a point South 89°54'23" West 66.00 feet from the Northwest corner of said Block 101; thence North 89°54'23" East along the North line of said Block 101, 396.13 feet to the Northeast corner of Lot 5 of said Block 101; thence South 00°06'11" East along the East line of Lots 5 and 4, 330.13 feet to the Northeast corner of Lot 3, said Block 101; thence South 07°26'29" East 332.87 feet to a point on the South line of said Block 101; thence South 89°54'40" West along said South line 438.66 feet to the point of BEGINNING.

**EXCEPTING THEREFROM** the following described parcel of land conveyed to the UTAH TRANSIT AUTHORITY in that certain Warranty Deed recorded May 16, 2006 as Entry No. 9725430, in Book 9294, at Page 9869 of the Official Records of the Salt Lake County Recorder to-wit:

A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, SITUATE IN BLOCK 101, PLAT A, SALT LAKE CITY SURVEY, AND IN THE VACATED PORTION OF THE ADJACENT 500 WEST STREET AND DESCRIBED AS FOLLOWS: Beginning at the Southwest corner of said Block 101; thence South 89°54'48" West 17.33 feet; thence North 01°00'16" East 47.36 feet; thence North 02°35'58" East 45.32 feet; thence North 02°30'53" East 45.34 feet; thence North 01°20'59" East 45.37 feet; thence North 00°46'59" East 45.36 feet; thence North 00°01'54" East 431.60 feet; thence North 89°54'44" East 9.42 feet to the Northwest corner of said Block 101; thence North 89°54'44" East 53.61 feet along the North line of said Block 101; thence South 00°05'16" East 14.10 feet; thence South 89°25'55" West 9.90 feet; thence South 02°37'38" East 133.86 feet; thence South 01°27'43" East 250.13 feet; thence South 01°01'19" East 262.30 feet to the South line of said Block 101; thence South 89°54'48" West 59.82 feet along said South line to the point of beginning.

**FURTHER EXCEPTING THEREFROM** any portion lying West of the westerly line of the parcel of land described in the aforementioned Warranty Deed Entry No. 9725430.

**AND**

**FURTHER EXCEPTING THEREFROM** all the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

**AND FURTHER EXCEPTING THEREFROM** the following described tract of land conveyed to UTAH TRANSIT AUTHORITY by that certain Special Warranty Deed dated and recorded in the records of the Salt Lake County Recorder on or about the date hereof:

**PARCEL 2-500 West**

A parcel of land in fee, being part of an entire tract of property situate in Lots 2, 3, 4, and 5 of Block 101, Salt Lake City Survey, Plat "A", situate in the E½SW¼ of Section 36, Township 1 North, Range 1 West, SLB&M, State of Utah, described as follows:

Beginning at a point which is 59.82 feet N.89°54'48"E. from the Southwest corner of said Block 101; and running thence N.01°01'19"W. 262.29 feet; thence N.01°27'43"W. 250.13 feet; thence N.02°37'38"W. 133.86 feet; thence N.89°25'55"E. 9.90 feet; thence N.00°05'16"W. 14.10 feet to the north line of said Block 101; thence N.89°54'44"E. 191.26 feet along said north line; thence Southwesterly 214.06 feet along the arc of a 255.00-foot radius non-tangent curve to the right, (chord bears S.26°31'21"W. 207.83 feet) to the point of reverse curvature of a 135.50-foot radius curve to the left; thence Southwesterly 122.45 feet along the arc of said curve, (chord bears S.24°41'01"W. 118.32 feet); thence S.01°12'15"E. 367.04 feet to the south line of said Block 101; thence S.89°54'48"W. 49.43 feet along said south line to the point of beginning.

The above described part of an entire tract contains 56005 square feet in area or 1.286 acre.

[Tax Parcel No. 08-36-328-024]

4842-7202-7153, v. 2