

When Recorded, Mail To:

Kirton McConkie  
Attn: Tyler L. Buswell  
50 E. South Temple, Suite 400  
Salt Lake City, Utah 84111

12489094  
3/6/2017 2:59:00 PM \$41.00  
Book - 10535 Pg - 4904-4916  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 13 P.

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### **DECLARATION OF UTILITIES EASEMENT**

THIS DECLARATION OF UTILITIES EASEMENT (this “**Declaration**”) is made by MING YANG LEE, a/k/a JACK LEE , an individual (“**Mr. Lee**”), together with GLOBAL NEW MILLENNIUM PARTNERS, LTD., a Texas limited partnership (“**Global Partners**”), and DH 1 HENDERSON LLC, a California limited liability company (“**DH 1**”), to be effective upon recordation in the Official Records of Salt Lake County, Utah.

#### **R E C I T A L S**

A. Mr. Lee is the fee simple owner of certain real property located in Salt Lake County, State of Utah, specifically described on Exhibit A attached hereto and incorporated herein by this reference (the “**Mr. Lee Property**”).

B. Recently, DH 1 Henderson obtained an interest in a portion the Mr. Lee Property, as evidenced by that certain Warranty Deed dated February 13, 2017, recorded February 15, 2017, as Entry No. 12477198, in Book 10530, at Page 135, in the Official Records of the Salt Lake County Recorder, wherein a condition to the purchase of said interest required DH 1’s consent to this Declaration.

C. Global partners is the fee simple owner of certain real property located adjacent to the Mr. Lee Property, specifically described on Exhibit B, attached hereto and incorporated herein by this reference (the “**Global Partners Property**”).

D. The Mr. Lee Property and Global Partners Property collectively are part of a larger project (the “**Project**”) located in Salt Lake County, Utah. As a condition to the operation of the Project, Taylorsville City requires Mr. Lee and Global Partners to dedicate a public utilities easement on portions of the Project.

E. Therefore, Mr. Lee and Global Partners desire to grant and establish certain easements over portions of the Mr. Lee Property and Global Partners Property, with respect to each party’s property, in accordance with the provisions of this Declaration.

F. The parties intend that the easements herein granted shall be granted, established, and maintained without regard to each party’s complete ownership of their respective properties, and that such easements shall survive any severance or divestiture of title to one or more of any of the proposed parcels that will comprise the Mr. Lee Property or Global Partners Property and inure to any successor-in-interest of both parties.

## TERMS AND CONDITIONS

NOW, THEREFORE, Mr. Lee and Global Partners do hereby declare that all or portions of the Mr. Lee Property and the Global Partners Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easement set forth herein, all as set forth as follows:

### 1. Property Subject to the Easement.

1.1. Mr. Lee Property. Mr. Lee hereby declares that the Mr. Lee Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth in Section 2.1 below. Further, in the event of any sale, conveyance, or transfer of all or a portion of the Mr. Lee Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Mr. Lee Property.

1.2. Global Partners Property. Global Partners hereby declares that the Global Partners Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with the easement set forth in Section 2.2 below. Further, in the event of any sale, conveyance, or transfer of all or a portion of the Global Partners Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Global Partners Property.

### 2. Utilities Easement.

2.1. Mr. Lee Property. Mr. Lee does hereby grant and declare that there shall exist a perpetual, non-exclusive utilities easement (the “**Utilities Easement**”) on, over, under, and across portions of the Mr. Lee Property, as specifically described and depicted on Exhibit C, attached hereto and incorporated herein by this reference, for the purposes of utility providers: (i) constructing, designing, installing, repairing, replacing, and/or using any and all dry public utilities, including, but not limited to, electricity, natural gas, telecommunications, etc. (collectively, “**Public Utilities**”), provided the Public Utilities do not interfere with vehicular and pedestrian ingress/egress to and from the Mr. Lee Property; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the Public Utilities, along with the right of ingress and egress for such purposes.

2.2. Global Partners Property. Global Partners does hereby grant and declare that there shall exist a perpetual, Utilities Easement on, over, under, and across the Global Partners Property, as specifically described and depicted on Exhibit C, for the purposes of utility providers: (i) constructing, designing, installing, repairing, replacing, and/or using Public Utilities, provided the Public Utilities do not interfere with vehicular and pedestrian ingress/egress to and from the Global Partners Property; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the Public Utilities, along with the right of ingress and egress for such purposes.

3. Maintenance of the Easement Area. Those utility providers using, operating, or benefitting from the Utilities Easement, shall be responsible for the maintenance of its Public Utilities within the Utilities Easement in neat, clean, and orderly condition, and shall restore the Mr. Lee Property and Global Partners Property to its original condition prior to exercising any rights granted herein. Notwithstanding the foregoing, any damage to the landscaping, paved areas and the improvements/utilities constructed on the Mr. Lee Property or Global Partners Property that is solely attributable to the owner of one of such property, or their respective guests, agents, invitees, customers, and/or patrons, such owner of the property causing the damage will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

4. Covenants to Run With Land. This Declaration and the Utilities Easement created herein are intended to and shall run with the land described herein and, as applicable, the Mr. Lee Property and Global Partners Property shall be burdened by the Utilities Easement.

5. No Merger. It is the express intent of the parties that this Declaration remain in full force and effect and that the Utilities Easement herein granted not be deemed to have merged with any other estate now held or which may in the future be held by either party or their successor-in-interest, notwithstanding the fact that Mr. Lee is the owner of the Mr. Lee Property and may presently or may in the future have the sole right to possess or sell and divest itself of all or a portion of such property.

6. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

7. No Third Party Beneficiary. No term or provision of this Declaration is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

*(Signatures and Acknowledgements to follow)*

IN WITNESS WHEREOF, Mr. Lee and Global Partners have executed this Declaration to be effective as of the date of recording.

**MR. LEE:**

MING YANG LEE, a/k/a JACK LEE

STATE OF California  
COUNTY OF Los Angeles

:ss.

On this 1<sup>st</sup> day of March 2017, personally appeared before me MING YANG LEE, a/k/a JACK LEE, who being by me duly sworn, did say that he is the person whose name is subscribed to the foregoing instrument.



Brad Beilinson

NOTARY

*[signatures and acknowledgements to follow]*

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brett Robertson  
Signature of Notary Public

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

**Title or Type of Document:** \_\_\_\_\_ **Document Date:** \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Document Date: \_\_\_\_\_ Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Partner =  Limited  General

Signer's Name:

Corporate Officer – Title(s):

Partner =  Limited  General

Partner  Limited  General

Individual       Attorney in Fact  
 Trustee       Guardian or Conservator

Trustee       Guardian or Conservator

**Signer Is Representing:**

Signer 13

Other: \_\_\_\_\_

**GLOBAL PARTNERS**

GLOBAL NEW MILLENNIUM PARTNERS, LTD., a  
Texas limited partnership

By: \_\_\_\_\_

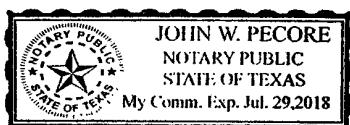
Name: SHOUKAT DHANANI

Its: PRESIDENT

STATE OF TX )  
COUNTY OF FT BEND )  
ss

On this 1ST day of MARCH, 2017, personally appeared before me Shoukat Dhanani  
known or satisfactorily proved to me to be the PRESIDENT of GLOBAL NEW MILLENNIUM  
PARTNERS, LTD., a Texas limited partnership, who acknowledged to me that he/she signed the foregoing  
instrument as Res for said corporation.

John W. Pecore  
Notary Public for the State of TX



**Agreed and Consented to:**

DH 1:

DH 1 HENDERSON LLC,  
a California limited liability company

By: 

Name: TONI SHARPE

Its: Managing members

STATE OF California )  
COUNTY OF San Joaquin )

On this 28<sup>th</sup> day of February, 2017, personally appeared before me John Shaylor, known or satisfactorily proved to me to be the Managing Member of DH 1 HENDERSON LLC, a California limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Managing Member for said corporation.

Christina Sias  
Notary Public for the State of California

(Please see attached)

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

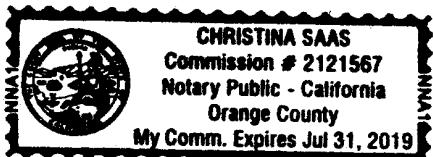
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brittnay Signature of Notary Public

*Place Notary Seal Above*

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Capacity (s) claimed by Signer(s) Signer's Name:

Corporate Officer — Title(s): \_\_\_\_\_ Signature \_\_\_\_\_

<b>Capacity(ies) Claimed by Signer(s)</b>	Signer's Name: _____
Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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## Exhibit A

### [Legal Description of the Mr. Lee Property]

#### **Parcel 1**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 182.00 feet; thence North 89°58'12" West 191.84 feet to the Easterly Line of 4000 West Street; thence Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 182.89 feet (Center bears North 81°11'50" West, Central Angle equals 7°06'56" and Long Chord bears North 5°14'42" East 182.77 feet) along said Easterly Line of 4000 West Street to the South Line of 4700 South Street; thence North 89°58'12" East 175.04 feet along said South Line of 4700 South Street to the point of beginning.

**Contains 33,040 sq. ft. or 0.759 acre**

#### **Parcel 2**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 89°58'12" East 241.00 feet along said South Line; thence South 0°01'48" East 55.38 feet; thence South 16°15'21" West 32.53 feet; thence South 38°08'46" West 88.72 feet; thence South 3°34'12" West 27.03 feet; thence North 86°25'48" West 21.11 feet; thence South 89°58'12" West 154.28 feet; thence North 0°01'48" West 182.00 feet to the South Line of 4700 South Street and the point of beginning.

**Contains 39,524 sq. ft. or 0.907 acre**

#### **Parcel 3**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 604.23 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 139.00 feet; thence North 89°58'12" East 19.50 feet; thence South 0°01'48" East 55.74 feet; thence South 89°58'12" West 52.54 feet; thence North 86°25'48" West 181.81 feet; thence North 3°34'12" East 27.03 feet; thence North 38°08'46" East 88.72 feet; thence North 16°15'21" East 32.53 feet; thence North 0°01'48" West 55.38 feet to the South Line of 4700 South Street; thence North 89°58'12" East 148.83 feet along said South Line to the point of beginning.

**Contains 34,224 sq. ft. or 0.786 acre**

**Parcel 5**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 801.02 feet North  $89^{\circ}58'12''$  East along the Section Line, and 247.74 feet South  $0^{\circ}04'02''$  West from the Northwest Corner of said Section 8; and running thence South  $0^{\circ}04'02''$  West 300.77 feet; thence North  $89^{\circ}53'09''$  West 123.59 feet; thence South  $0^{\circ}01'48''$  East 421.80 feet to a point on the North Line of the Salt Lake and Utah Canal; thence North  $47^{\circ}10'07''$  West 130.21 feet along said North Line; thence South  $0^{\circ}10'20''$  East 65.93 feet to a point on the Southerly Line of the Salt Lake and Utah Canal and also the Northerly Line of the Southridge Subdivision Phase 3; thence North  $47^{\circ}50'38''$  West 260.71 feet along said Northerly Line to the Northeast Corner of Lot 55 of the Southridge Subdivision Phase 5; thence North  $42^{\circ}45'38''$  West 406.09 feet along said Northerly Line and said Line extended; thence North  $43^{\circ}45'52''$  East 149.83 feet; thence North  $0^{\circ}01'48''$  West 47.87 feet; thence North  $89^{\circ}58'12''$  East 31.22 feet; thence North  $0^{\circ}01'48''$  West 82.96 feet; thence North  $89^{\circ}58'12''$  East 121.27 feet; thence South  $86^{\circ}25'48''$  East 202.91 feet; thence North  $89^{\circ}58'12''$  East 229.41 feet to the point of beginning.

**Contains 306,299 sq. ft. or 7.032 acres**

**Parcel 6**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 112.49 feet North  $89^{\circ}58'12''$  East along the Section Line, and 473.99 feet South  $0^{\circ}01'48''$  East from the Northwest Corner of said Section 8; and running thence North  $42^{\circ}45'38''$  West 11.54 feet; thence North  $49^{\circ}48'20''$  West 139.16 feet to the Easterly Line of 4000 West Street; thence along said Easterly Line the following two courses: North  $9^{\circ}48'00''$  East 117.04 feet; and Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 25.67 feet (Center bears North  $80^{\circ}11'55''$  West, Central Angle equals  $0^{\circ}59'55''$  and Long Chord bears North  $9^{\circ}18'07''$  East 25.67 feet); thence North  $89^{\circ}58'12''$  East 224.85 feet; thence South  $0^{\circ}01'48''$  East 82.96 feet; thence South  $89^{\circ}58'12''$  West 31.22 feet; thence South  $0^{\circ}01'48''$  East 47.87 feet; thence South  $43^{\circ}45'52''$  West 149.83 feet to the point of beginning.

**Contains 41,608 sq. ft. or 0.955 acre**

**Exhibit B**

[Legal Description of the Global Partners Property]

**Parcel 4**

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 801.02 feet North 89°58'12" East along the Section Line, and 60.74 feet South 0°04'02" West from the Northwest Corner of said Section 8; and running thence South 0°04'02" West 187.00 feet; thence South 89°58'12" West 176.87 feet; thence North 0°01'48" West 55.74 feet; thence South 89°58'12" West 19.50 feet; thence North 0°01'48" West 139.00 feet to the South Line of 4700 South Street; and running thence along said South Line the following two courses: North 89°58'12" East 62.79 feet; and South 86°43'17" East 134.12 feet to the point of beginning.

**Contains 36,668 sq. ft. or 0.842 acre**

**Exhibit C**

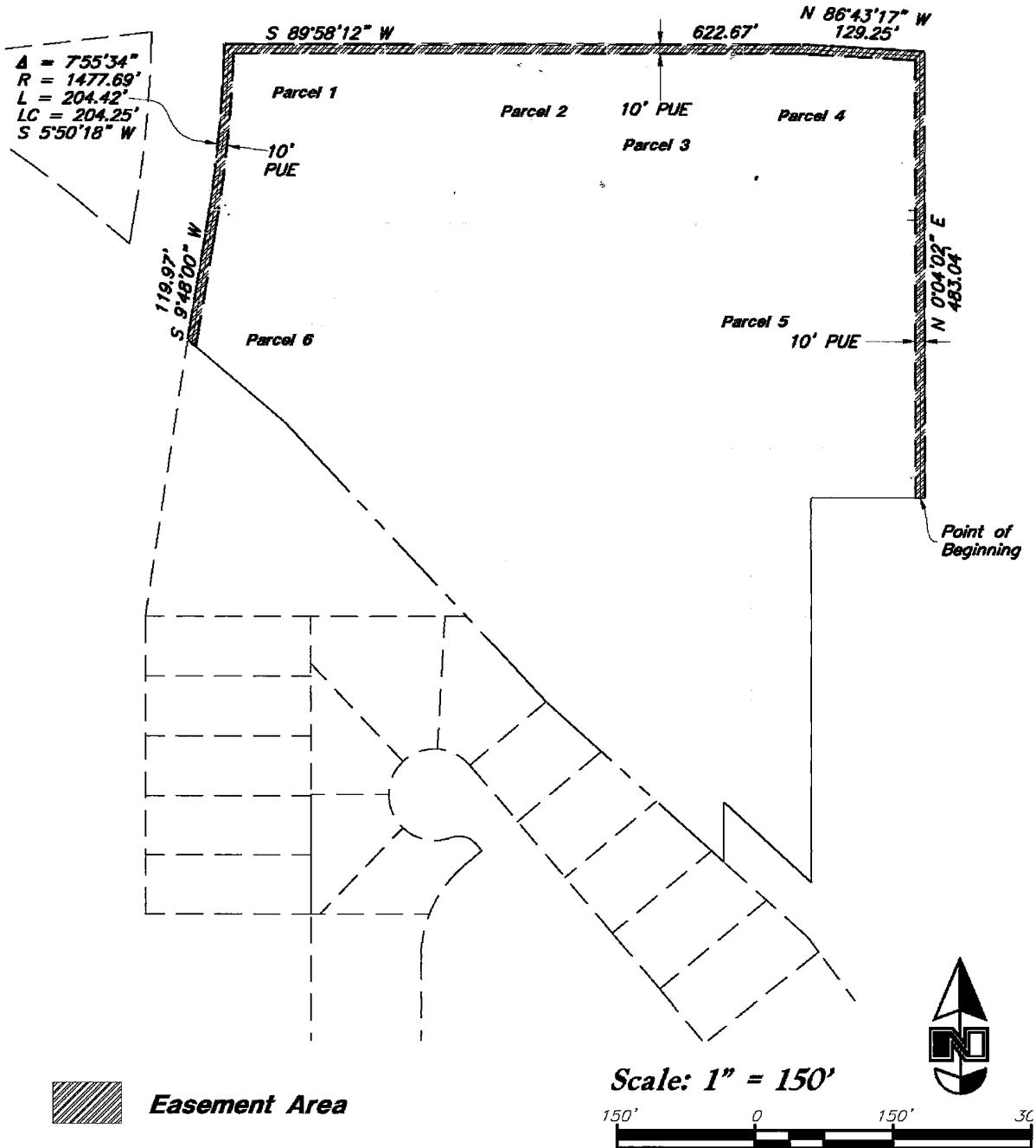
[Description and Depiction of Utilities Easement]

A 10.0 foot wide easement for Public Utilities being 5.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on Grantor's Property Line located 801.02 feet North  $89^{\circ}58'12''$  East along the Section Line; and 247.74 feet South  $0^{\circ}04'02''$  West from the Northwest Corner of said Section 8; and running thence North  $0^{\circ}04'02''$  East 483.04 feet; thence North  $86^{\circ}43'17''$  West 129.25 feet; thence South  $89^{\circ}58'12''$  West 622.67 feet; thence Southwesterly along the arc of a 1477.69 foot radius curve to the right a distance of 204.42 feet (Center bears North  $88^{\circ}07'29''$  West, Central Angle equals  $7^{\circ}55'34''$  and Long chord bears South  $5^{\circ}50'18''$  West 204.25 feet); thence South  $9^{\circ}48'00''$  West 119.97 feet to a point on Grantor's Property Line and the endpoint of this easement centerline.

**Exhibit C (continued)**



 <b>ANDERSON WAHLEN &amp; ASSOCIATES</b> <small>2010 North Redwood Road, Salt Lake City, Utah 84116  801 521-8529 - <a href="http://AWengineering.net">AWengineering.net</a></small>	<b>Public Utility Easement Exhibit</b>  <b>JMYL Taylorsville</b> <small>SEC 4700 South 4000 West  Taylorsville, Utah</small>	Sheet No.  <b>EX 1</b>	Designed By: JT Drafted By: BS Client Name: JMYL 16-028-Exhibit 17 Jan, 2011