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After recording, return to:

THE MARIAN K. MILLER FAMILY LIVING TRUST
1338 So. Foothill Dr., #311
Salt Lake City, UT 84108

Tax Parcel I.D. Nos.: 1606402015

12825394
08/08/2018 11:28 AM \$20.00
Book - 10700 Pg - 9647-9651
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
MARIAN K MILLER
1338 S FOOTHILL DR #311
SLC UT 84108
BY: DKA, DEPUTY - MI 5 P.

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made by ROBERT K. FRIEDMAN and E.J. PASSEY, Co-Trustees of THE MARIAN K. MILLER LIVING FAMILY TRUST U/A/D 10/10/88 ("Declarant"), as of this 20th day of ~~June~~ August, 2018, to be effective upon recordation in the Official Records of Salt Lake County, Utah.

[Handwritten initials]

[Handwritten signature]

RECITALS

A. Declarant 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 ("Parcel 1").

B. Declarant is also the fee simple owner of certain real property located east of, and adjacent to Parcel 1, specifically described on Exhibit B, attached hereto and incorporated herein by this reference ("Parcel 2"). Parcel 1 and Parcel 2 are occasionally referred to herein collectively as the "Declarant's Property."

C. Both Parcels 1 and 2 have been leased to a ground lessee who intends to develop and use each Parcel itself or through sublessees.

D. Declarant desires to grant and establish certain easements over portions of the Declarant's Property for the benefit of other portions of the Declarant's Property, in accordance with the provisions of this Declaration.

E. Declarant intends that the easements herein granted shall be granted, established, and maintained without regard to Declarant's common ownership of both Parcel 1 and Parcel 2, and that such easements shall survive any severance or divestiture of title to one or more of the proposed parcels that will comprise the Declarant's Property and inure to any successor-in-

interest of Declarant.

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements set forth herein, all as set forth as follows:

1. The Declarant's Property Subject to the Easement. Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements set forth in section 2 of this Declaration (collectively, the "Easements"). Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easements and said Easements shall remain effective against and for the Declarant's Property.

2. Easements. Declarant does hereby grant and declare that there shall exist perpetual, non-exclusive easements over Parcel 1 (the "Parcel 2 Easement") for the purposes of pedestrian and vehicular ingress and egress, parking, and the placement, maintenance and replacement (as necessary) of an order board for the business(es) on Parcel 2, such Easements shall be for the benefit of Parcel 2 and for the guests, agents, owner(s), tenant(s), employees, invitees, patrons, contractors, and other users of Parcel 2 (collectively, the "Parcel 2 Agents"). The Parcel 2 Easement shall be exercised, for the benefit of Parcel 2 and the Parcel 2 Agents, over the areas of Parcel 1 described on Exhibit C attached hereto. The Parcel 2 Easement will permit Parcel 2, as it is currently developed and as it may be developed in the future, and the Parcel 2 Agents, to use the Parcel 2 Easement for the purposes set forth herein.

3. Maintenance of the Easement Areas.

3.1 Regular Maintenance of the Paved Areas. The lessee(s) of Parcel 1 and Parcel 2 shall be responsible for the maintenance of the paved parking areas and drive areas located on their respective parcels, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of parking, ingress, and egress. However, the lessee of Parcel 2 shall be responsible for the maintenance, repair and upkeep of the Parcel 2 Easement and the improvements thereon. Declarant, as fee title owner of the Parcels 1 and 2 shall bear no maintenance or other responsibility regarding the easements or the Parcels.

3.2 Unique Damage. Notwithstanding foregoing, except for normal wear and tear, any damage to the landscaping, paved areas and the improvements/utilities constructed on the Parcel 1 or Parcel 2, that is solely attributable to the lessee of Parcel 1 or Parcel 2, then the lessee of Parcel 1 or Parcel 2 that caused said damages, will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

4. Self Help. In the event a lessee of one of Parcel 1 or Parcel 2 defaults in its maintenance obligations set forth herein, after ten (10) days written notice (unless in case of emergency wherein no written notice will be required) to the lessee responsible for the maintenance, the lessee of the other parcel may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the parcel lessee who defaulted in its maintenance obligations, will pay the other parcel lessee the actual costs of maintaining or repairing the same, within fifteen (15) days after receipt of a statement itemizing the costs

incurred.

5. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Declarant's Property shall be burdened by the Easements, and portions of the Declarant's Property shall be benefited by the Easements.

6. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor-in-interest to both Parcel 1 and Parcel 2.

7. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of both Parcel 1 and Parcel 2 and may presently or may in the future have the sole right to possess or sell and divest itself of both of the parcels; provided, however, that should no other person own any interest in both Parcels 1 and 2, Declarant shall be free to modify or terminate the easements.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant:

10/10/88 EJP
THE MARIAN K. MILLER LIVING FAMILY TRUST U/A/D 10/10/77

By: E.J. Passey
E.J. Passey, Co-trustee

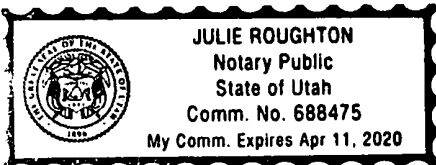
By: Robert K. Friedman
Robert K. Friedman, Co-trustee

STATE OF UTAH)

:ss

COUNTY OF SALT LAKE)

August 4th EJP
On this 21st day of ~~June~~ 2018, personally appeared before me Robert K. Friedman, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is a Co-Trustee of The Marian K. Miller Living Family Trust U/A/D 10/10/77.



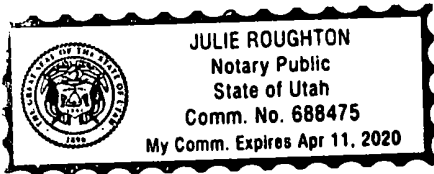
Julie Roughton
Notary Public

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this ~~2nd~~ ^{August 6th} day of ~~June~~, 2018, personally appeared before me E.J. Passey, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is a Co-Trustee of The Marian K. Miller Living Family Trust U/A/D 10/10/77.



Julie Roughton

Notary Public

Exhibit A

(Legal Description of Parcel 1)

Real Property situated in the County of Salt Lake, State of Utah, specifically described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET, WHICH LIES N89°57'51"E ALONG THE CENTERLINE MONUMENTS IN 400 SOUTH STREET, 67.57 FEET AND N00°02'09"W 66.59 FEET FROM A CENTERLINE MONUMENT AT THE INTERSECTION OF 400 SOUTH STREET AND 400 EAST STREET; AND RUNNING THENCE N00°01'51"W ALONG THE EASTERLY RIGHT OF WAY LINE OF 400 EAST STREET 173.25 FEET; THENCE N89°58'09"E 167.13 FEET; THENCE SOUTH 62.75 FEET; THENCE WEST 38.44 FEET; THENCE SOUTH 110.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET; THENCE S89°58'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 128.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 24699 SQUARE FEET OR 0.567 ACRES MORE OR LESS

Exhibit B

(Legal Description of Parcel 2)

Real Property situated in the County of Salt Lake, State of Utah, specifically described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET, WHICH LIES N89°57'51"E ALONG THE CENTERLINE MONUMENTS IN 400 SOUTH STREET, 67.57 FEET AND N00°02'09"W 66.59 FEET TO THE A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET AND N89°58'07"E ALONG SAID RIGHT OF WAY 128.60' FROM A CENTERLINE MONUMENT AT THE INTERSECTION OF 400 SOUTH STREET AND 400 EAST STREET; AND RUNNING THENCE NORTH 110.52 FEET; THENCE EAST 38.44 FEET; THENCE NORTH 62.75 FEET; THENCE S89°58'09"W 2.13 FEET; THENCE N00°01'51"W 4.75 FEET; THENCE N89°58'07"E 46.66 FEET; THENCE S00°01'53"E 178.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET; THENCE S89°58'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 83.07 FEET TO THE POINT OF BEGINNING.

**CONTAINING 12,193 SQUARE FEET OR 0.280 ACRES
MORE OR LESS**

Exhibit C

(Legal Description of Parcel 2 Easement)

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET WHICH LIES N89°57'51"E ALONG THE CENTERLINE MONUMENTS IN 400 SOUTH STREET, 67.57 FEET AND N00°02'09"W 66.59 FEET TO THE A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET AND N89°58'07"E ALONG SAID RIGHT OF WAY 123.60 FEET FROM A CENTERLINE MONUMENT AT THE INTERSECTION OF 400 SOUTH STREET AND 400 EAST STREET; AND RUNNING THENCE NORTH 173.25 FEET; THENCE N89°58'09"E 43.44 FEET; THENCE SOUTH 62.75 FEET; THENCE WEST 38.44 FEET; THENCE SOUTH 110.52 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET; THENCE S89°58'07"W ALONG SAID NORTHERLY RIGHT OF WAY 5.00 FEET TO THE POINT OF BEGINNING.

**CONTAINING 3,278 SQUARE FEET OR 0.075 ACRES
MORE OR LESS**

BK 10700 PG 9651