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8/8/2019 10:33:00 AM \$40.00
Book - 10813 Pg - 7304-7311
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRULY TITLE, INC
BY: eCASH, DEPUTY - EF 8 P.

After recording, return to:
Premium Oil Company
Attn: Real Estate
3450 E. Commercial Court
Meridian, ID 83642

19000007CB

DECLARATION OF CROSS-ACCESS EASEMENTS AND COVENANTS

THIS DECLARATION OF CROSS-ACCESS EASEMENTS ("**Declaration**") is made effective April 2, 2019, by Premium Oil Company, a Utah corporation ("**Premium**").

RECITALS

A. Premium is the owner of certain real property located in the City of Salt Lake City in Salt Lake County, Utah, which is more specifically described in Exhibit A ("**Premium Property**").

B. The Premium Property is being subdivided into two lots that are depicted in Exhibit B as Proposed Lot 1 ("**278 West**") and Proposed Lot 2 ("**250 West**").

C. Premium intends by this Declaration to create and provide for the use and benefit of the respective lots, subject to the limitations described in this Declaration, a reciprocal, perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, passage and traffic between (a) 278 West and 250 West, and (b) the adjacent property to the north and 2100 South Street to the south.

D. Premium intends that it and its successors in interest and their respective lessees, occupants, customers, employees, licensees, tenants and business invitees ("**Permittees**") shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions described in this Declaration.

NOW, THEREFORE, in consideration of the terms of this Declaration, and in consideration of the recitals above that are incorporated into this Declaration, Premium declares as follows:

1. Grant of Easements.

(a) Premium declares and grants for the benefit of 250 West a perpetual, non-exclusive easement for ingress and egress on, over, across and through the driveway located on 278 West legally described and depicted on Exhibit C ("**North Cross-Access Easement**") for vehicular, pedestrian and non-motorized vehicle access. The North Cross-Access Easement is granted to Permittees for use of the North Cross-Access Easement as the same may be constructed, improved and modified, from time to time, by Premium and its

successors, transfers and assigns and in accordance with the terms and conditions of this Declaration.

(b) Premium declares and grants for the benefit of 278 West a perpetual, non-exclusive easement for ingress and egress on, over, across and through the driveway located on 250 West legally described and depicted on Exhibit D ("**South Cross-Access Easement**") for vehicular, pedestrian and non-motorized vehicle access. The South Cross-Access Easement is granted to Permittees for use of the South Cross-Access Easement and the same shall not be modified without the prior written consent of Premium, its successors, transfers and assigns, which consent shall not be unreasonably withheld, and in accordance with the terms and conditions of this Declaration.

(c) **Obligations Run with the Land.** The easements and obligations created by this Declaration shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in all or any part of the Premium Property; shall inure to the benefit of all or any part of the Premium Property, including following its subdivision, and any interest therein; and shall inure to the benefit of and be binding upon Premium's successors in interest.

2. Improvements and Maintenance. The owner of 278 West will improve, maintain and keep the easements granted by this Declaration in a clean, sightly, safe, unobstructed, good and useable condition free of potholes and free of snow and ice when necessary, and the owner of 250 West will reimburse the owner of 278 West for its pro rata share of maintenance and improvements ("**Pro Rata Share**"). The Pro Rata Share of maintenance and improvements of the easements are: 278 West shall pay 63% of the costs and 250 West shall pay 37% of the costs.¹

Except as provided in Section 2 and Section 3 below, the owners of 278 West and 250 West shall self-maintain their respective lots in the same manner as provided above.

3. Common Improvements. The owners of 278 West and 250 West shall share the existing water meter and line used for landscape irrigation ("**Shared Irrigation**") shown on Exhibit E. 250 West shall pay its Pro Rata Share of the cost to operate, maintain, and repair the Shared Irrigation.

4. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall run with the land and be of a perpetual duration until terminated, as provided in this Declaration.

5. Enforcement. The owners of 278 West and 250 West shall have the right to enforce, by any proceedings at law or in equity, all provisions of this Declaration as amended and restated from time to time. The prevailing party in any action to enforce the terms of this Declaration shall be entitled to recover its reasonable attorney's fees and costs.

6. Notice. Any notice under this Declaration shall be in writing and be delivered in person, or by United States mail, postage prepaid, certified with return receipt requested, or


¹ The North Cross-Access Easement contains 9,848 square feet, and the South Cross-Access Easement contains 5,870 square feet.

by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery). All notices shall be addressed to the party at the address used by the Salt Lake County Assessor for the transmittal of assessment notices. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the date of acceptance upon the return receipt following deposit in the United States mail, or (c) the day of delivery to the overnight courier.

7. **Not a Public Dedication.** Nothing in this Declaration shall be deemed to be a gift or a public dedication of any portion of the Premium Property to the general public or for any public purpose whatsoever.

Signed and effective as of the date above.

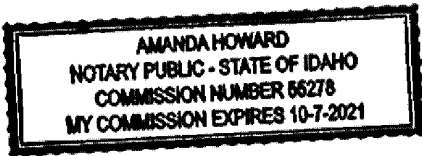
Premium Oil Company

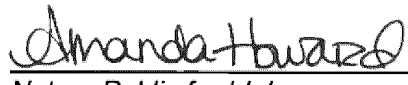


Name
Its:
Date:

State of Idaho)
) ss.
County of Ada)

On this 5th day of August in the year of 2019, before me, a Notary Public in and for said State, personally appeared Cory Jackson, known or identified to me to be Director, who acknowledged that he signed the foregoing instrument on behalf of said company.





Notary Public for Idaho
Residing at Boise, ID
My Commission expires 10/07/21

EXHIBIT A
Premium Property

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR WITH MCNEIL ENGINEERING LOCATED AT 8610 S SANDY PARKWAY, SANDY, UTAH, AND THAT I HOLD LICENSE NO. 6861599, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS.

PREMIUM OIL SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 7, FIVE ACRE PLAT "A", BIG FIELD SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 2100 SOUTH STREET, SAID POINT BEING NORTH 89°58'34" WEST ALONG THE MONUMENT LINE OF SAID 2100 SOUTH STREET 1044.34 FEET AND NORTH 0°00'26" EAST 41.00 FEET FROM A BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 2100 SOUTH STREET AND WEST TEMPLE STREET, AND RUNNING THENCE NORTH 89°59'34" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 496.83 FEET, THENCE NORTH 54°58'35" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 12.20 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 300 WEST STREET, THENCE NORTH 0°04'53" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 270.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING NORTH 89°50'58" EAST ALONG SAID NORTH LINE 16.24 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTH 89°50'58" EAST ALONG SAID NORTH LINE 473.50 FEET, THENCE SOUTH 0°07'31" WEST 138.67 FEET, THENCE NORTH 89°51'29" EAST 33.83 FEET, THENCE SOUTH 0°14'29" WEST 139.88 FEET TO THE POINT OF BEGINNING

CONTAINS 136,190 SQ. FT. OR 3.126 ACRES (2 LOTS)

EXHIBIT B
278 West and 250 West

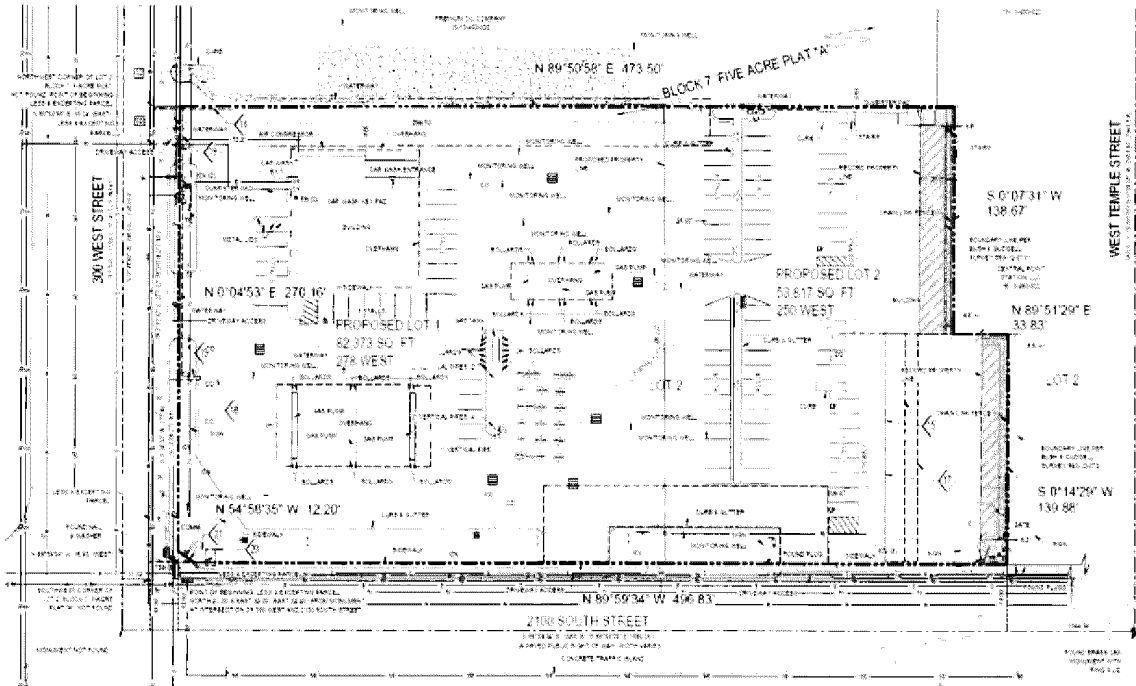


Exhibit C
Legal Description and Depiction
North Cross-Access Easement

Legal Description:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 300 WEST STREET, SAID POINT BEING NORTH 0°13'42" EAST ALONG THE WEST LINE OF LOT 2, BLOCK 7, 5-ACRE PLAT "A" AND EAST 16.32 FEET FROM THE SOUTH WEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING SOUTH 0°01'06" EAST ALONG THE MONUMENT OF SAID 300 WEST STREET 2658.44 FEET AND EAST 34.44 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF 300 WEST STREET AND 1700 SOUTH STREET, AND RUNNING THENCE NORTH 0°03'54" EAST ALONG SAID RIGHT OF WAY LINE 47.48 FEET; THENCE SOUTH 78°58'49" EAST 49.31 FEET; THENCE NORTH 89°50'58" EAST 275.67 FEET; THENCE SOUTH 0°09'02" EAST 29.00 FEET; THENCE SOUTH 89°50'58" WEST 275.67 FEET; THENCE SOUTH 79°26'07" WEST 49.37 FEET TO THE POINT OF BEGINNING

CONTAINS 9,848 SQ. FT.

Depiction:

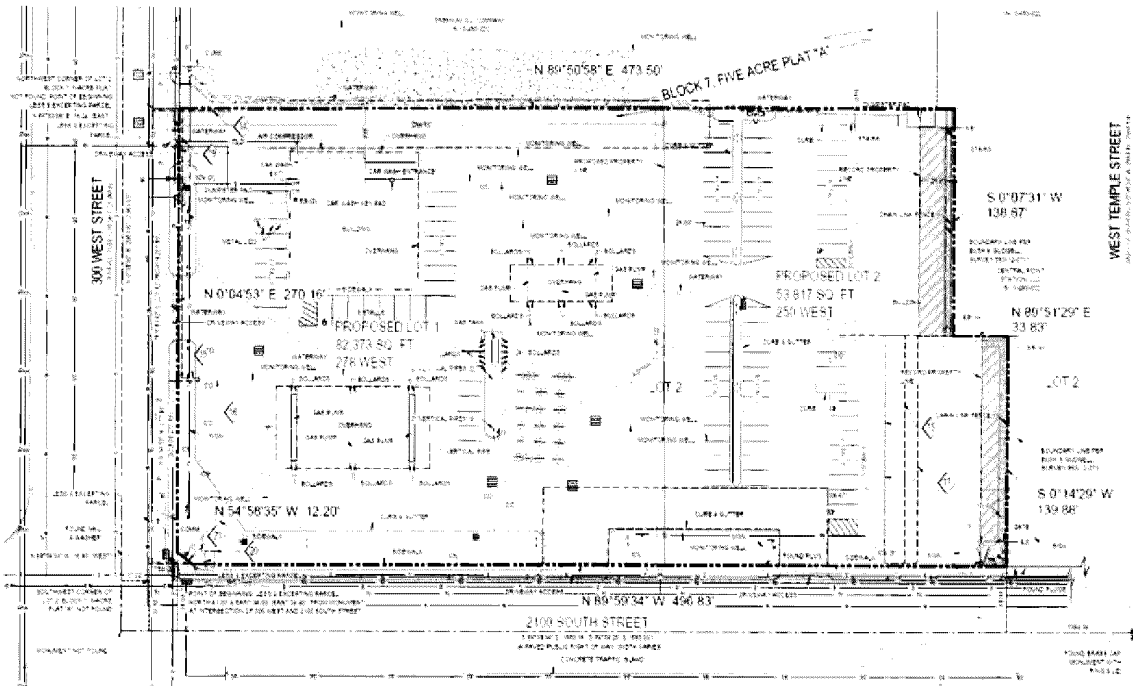


Exhibit D
Legal Description and Depiction
South Cross-Access Easement

Legal Description:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 2100 SOUTH STREET, SAID POINT BEING NORTH 89°50'46" EAST ALONG THE SOUTH LINE OF LOT 2, BLOCK 7, 5-ACRE PLAT "A" 240.59 FEET AND NORTH 9.52 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING NORTH 89°59'34" WEST ALONG THE MONUMENT LINE OF SAID 2100 SOUTH STREET 1327.57 FEET AND NORTH 41.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 2100 SOUTH STREET AND WEST TEMPLE STREET, AND RUNNING THENCE NORTH 47.14 FEET; THENCE EAST 173.61 FEET; THENCE SOUTH 47.16 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°59'34" WEST ALONG SAID RIGHT OF WAY LINE 29.10 FEET; THENCE NORTH 22.16 FEET; THENCE WEST 104.52 FEET; THENCE SOUTH 22.14 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°59'34" WEST ALONG SAID RIGHT OF WAY LINE 40.00 FEET TO THE POINT OF BEGINNING

CONTAINS 5,870 SQ. FT.

Depiction:

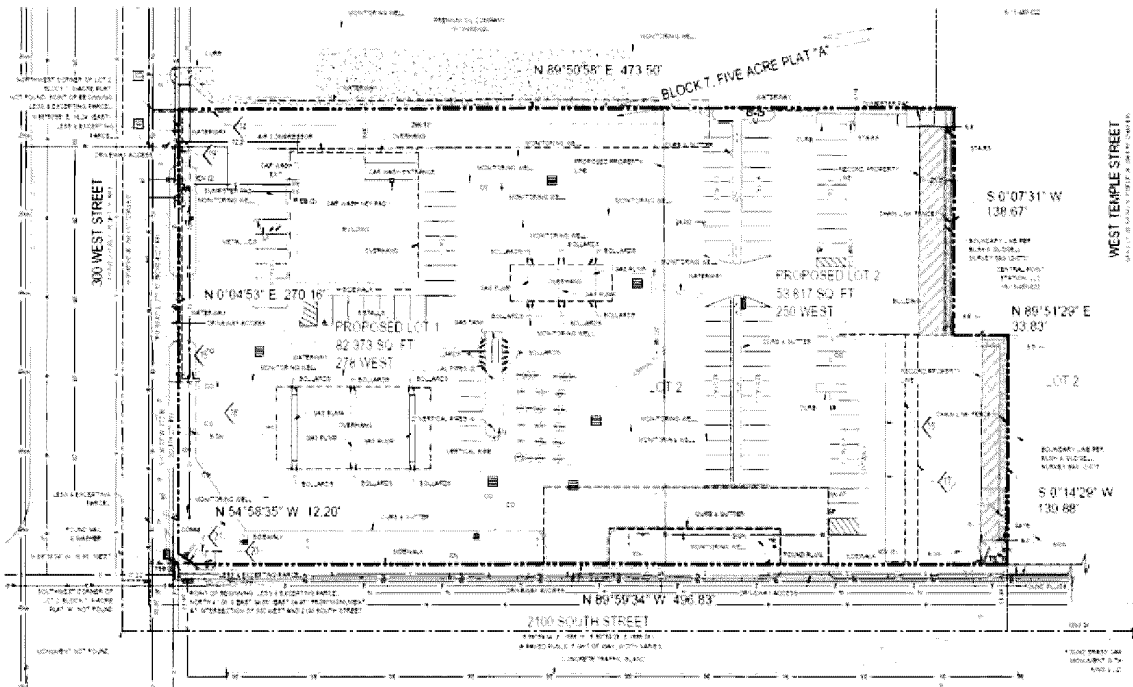


Exhibit E Shared Irrigation

