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11/08/2000 09:59 AM 19.00
Book - 8399 Pg - 8658-8662
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: ZJM, DEPUTY - WI 5 P.

When recorded, return to:

David F. Klomp
DURHAM JONES & PINEGAR
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

GRANT OF EASEMENT

This Grant of Easement is made and given this ¹⁴25 day of ~~September~~ ^{October}, 2000, by ENES "SAM" ALACANO and KATHLEEN ALACANO (collectively, "Grantor") to and in favor of WOODLANDS IV HOLDINGS, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located in Salt Lake County, Utah, as more fully described in Exhibit A attached herein and incorporated herein by this reference ("Grantor's Property").

B. Grantee is the owner of certain real property located in Salt Lake County, Utah, which is contiguous to Grantor's Property and which is more fully described in Exhibit B attached hereto and incorporated herein by this reference ("Grantee's Property").

C. Grantee is acquiring the Grantor's Property from Grantor pursuant to a Real Estate Purchase Contract dated November 6, 1996 (the "REPC") between Grantor, as seller, and Grantee, as purchaser. Title to the Grantor's Property may not be conveyed to Grantee until the purchase price has been paid in full, which date is anticipated to be September 1, 2006.

D. Grantee is constructing an office building on Grantee's Property. In connection with such development, Grantee desires to utilize Grantor's Property for parking, landscaping, vehicular and pedestrian ingress and egress, and other uses incidental thereto.

E. Grantor has agreed to grant Grantee an easement for the benefit of Grantee's Property upon the terms and conditions set forth herein.

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

1. **Incorporation of Recitals.** The terms, definitions, and representations set forth in the above Recitals are incorporated herein by this reference.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, and its successors and assigns, an exclusive easement (the "Easement") to use Grantee's Property for parking, pedestrian walkways, vehicular driveways and approaches, pedestrian and vehicular ingress and egress, landscaping, signage, drainage, and other similar uses in connection with the development

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of Grantor's Property. The location and configuration of such parking, walkways, driveways, curbs, gutters, landscaping, signage, and other improvements incident to the Easement shall be determined by Grantee in its sole discretion and shall be constructed and maintained by Grantee at its sole cost and expense. Grantee reserves the right to relocate or reconfigure any improvements made by it on Grantor's Property pursuant to the Easement, all of which shall be done at Grantee's sole cost and expense. The Easement is for the benefit of, and appurtenant to, the Grantee's Property, and constitutes a burden on the Grantor's Property. This grant and the Easement shall constitute a covenant running with the land. Grantor shall not construct any improvements on Grantor's Property which will interfere with the use and enjoyment of the Easement.

3. **Duration.** This grant and the Easement, covenants, restrictions, and undertakings contained herein shall be for a term commencing on the date hereof and continuing perpetually, and shall survive the termination or expiration of the REPC.

4. **Not a Public Dedication.** Nothing contained herein shall be construed or interpreted as a gift or dedication of any portion of Grantor's Property or Grantee's Property to or for the general public or for any public use or purpose whatsoever. It is the intention of Grantee and Grantor that the grant of the Easement will be strictly limited to and for the private purposes expressed herein.

5. **Miscellaneous.**

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

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

c. Except as otherwise provided herein, all provisions herein shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representations, heirs, successors, and assigns.

d. This grant and the Easement shall be construed and interpreted in accordance with the laws of the State of Utah.

e. This grant may not be amended, modified, expanded, or rescinded in any manner except by written agreement signed by the parties hereto or the then holders of fee title interest in and to the Grantee's Property and the Grantor's Property.

[Remainder of page intentionally left blank.
Signatures appear on following page.]

Executed on the day and year first written above.

GRANTOR:

Enes "Sam" Alacano
ENES "SAM" ALACANO

Kathleen Alacano
KATHLEEN ALACANO

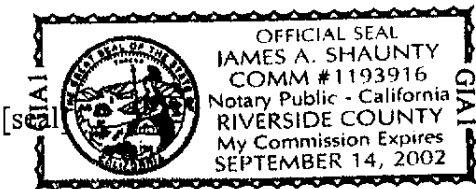
GRANTEE:

WOODLANDS IV HOLDINGS, LLC

By: *[Signature]*
Dell Loy Hansen
Its Manager

STATE OF ~~UTAH~~ *California*)
COUNTY OF *RIVERSIDE*) : ss.

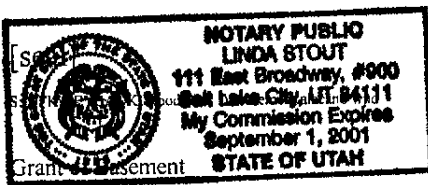
On the 30 day of ~~September~~ *October*, 2000, personally appeared before me Enes "Sam" Alacano and Kathleen Alacano, each of whom duly acknowledged to and before me that he or she, as the case may be, executed the foregoing instrument.



James A. Shaunty
Notary Public

STATE OF UTAH)
COUNTY OF *Salt Lake*) : ss.

On the 25th day of September, 2000, personally appeared before me Dell Loy Hansen, the Manager of Woodlands IV Holdings, LLC, a Utah limited liability company, who duly acknowledged to and before me that he executed the foregoing instrument as the Manager, and for and on behalf of, said limited liability company, having authority to so act.



Linda Stout
Notary Public

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EXHIBIT A
(Legal Description of Grantor's Property)

(After purchase of 30' X 80' Parcel)

The following property is located in Salt Lake County, Utah

BEGINNING on the East line of 700 East Street at a point which lies South 0°14'13" West 287.10 feet from the Northwest Corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also lying South 0°14'13" West 320.10 feet and South 89°45'47" East 33.00 from the Salt Lake County Brasscap Monument at the intersection of 700 East and 3900 South Streets, and running thence South 89°57'38" East 149.98 feet; thence South 0°13'23" West 35.58 feet; thence North 89°57'56" West 80.00 feet, thence South 0°13'23" West 30.00 feet, thence North 89°57'56" West 70.00 feet to said East Line, thence along said East line North 0°14'13" East 65.58 feet to the point of beginning.

EXHIBIT B
(Legal Description of Grantee's Property)

(After purchase of 30' X 80' Parcel)

The following property is located in Salt Lake County, Utah

BEGINNING at the Southwest Corner of Lot 9, Block 5 Ten Acres Plat "A" Big Field Survey and running thence North $0^{\circ}14'13''$ East along the East line of 700 East Street 220.97 feet; thence South $89^{\circ}57'38''$ East 70.00 feet; thence North $0^{\circ}13'23''$ East 30.00 feet; thence South $89^{\circ}57'38''$ East 80.00 feet, thence North $0^{\circ}13'23''$ East 35.58 feet; thence South $89^{\circ}57'38''$ East 110.00 feet, thence South $0^{\circ}02'22''$ West 208.635 feet to a point on a curve to the left, the radius of which bears South $15^{\circ}30'15''$ East 622.03 feet; thence Southwesterly along the arc of said curve 189.008 feet; thence North $89^{\circ}58'24''$ West 89.30 feet to the point of Beginning.