

WHEN RECORDED RETURN TO: Sandy City Recorder 10000 Centennial Parkway Sandy, Utah 84070

Parcel ID# 22-29-427-020-0000

13213910 03/10/2020 03:44 PM \$0.00 Book - 10908 P9 - 1633-1635 RASHELLE HOBBS RECORDER, SALT LAKE COUNTY, UTAH SANDY CITY 10000 CENTENNIAL PARKWAY SANDY UT 84070 BY: DSP, DEPUTY - MA 3 P.

Grant of Easement for Vehicular and Pedestrian Access

<u>Union Peaks, LLC</u> a <u>limited liability company</u> ("Individual" or type of entity) of the State of Utah, Grantor, hereby grants, conveys, and warrants to the general public, as specified in the paragraph below, a perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress on, over and across those areas constructed as vehicular roadways and drive aisles and pedestrian walkways within the Grantor's development, which development is located on the following described parcel of land in Salt Lake County, State of Utah, to-wit:

(See "Exhibit A" attached hereto and made a part hereof.)

The use and enjoyment of said easement shall be limited to ingress and egress for the owners of this and the adjacent properties, the tenants of the facilities on this and any adjacent properties, along with their employees and customers, as well as government officials, emergency response personnel, those making deliveries or pick-ups, and, as a temporary pass-through area for safety and convenience, the general public. It is not intended for the use of squatters, demonstrators, or other persons for non-commercial, non-emergency uses.

Once constructed, vehicular roadways and drive aisles and pedestrian walkways may be reconfigured from time to time at the sole discretion of the owner of the property on which such vehicular roadways and drive aisles and pedestrian walkways are located, so long as such reconfiguration complies with Sandy City Code and does not eliminate or substantially impair the easement created pursuant to this Grant of Easement.

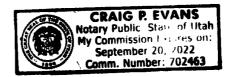
Other than deterioration resulting from normal use, pedestrians and drivers of vehicles shall be held liable for any damage they may cause to the property or to facilities on the property, to the property of others who are using the easement, or to their own property, and pedestrians and drivers of vehicles shall be held liable for any injury to themselves or other persons that they may cause, while using this easement, according to established law. The Grantor shall not be held liable for said damage or injury unless said damage or injury arises out of the negligence or willful acts of the Grantor.

The Grantor agrees to maintain the vehicular roadways and drive aisles and pedestrian walkways in adequate condition to allow the reasonable access granted herein.

This easement shall be binding on the Grantor and his/her/its respective successors and assigns.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officers, thereunto duly authorized, this 4th day of MARCH, A.D. 20 20. STATE OF UTAH County of Salt Lake) By: ____ ATTEST (IF CORPORATION): (Signature) Its _____(Officer) <u>LIMITED LIABILITY COMPANY</u> (Complete if Signer represents an L.L.C.) STATE OF UTAH County of Salt Lake) On this yeb day of March, A.D. 20 20, personally appeared before me Stephn Broadbat, who, being by me duly sworn, did say that he/she is the _______of ______of _____of ____on Peaks, LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, and that said limited liability company executed the same. My Commission Expires:

09/20/2022



Residing in Salt Lake Co., Utah

Exhibit A

Beginning at a point North 40°00'00" East 6.234 feet from the Western most corner of Lot 5, OVERLOOK AT UNION POINT SUBDIVISION, said point being North 00°07'04" East along the section line 1549.73 feet and West 1158.87 feet from the Southeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence along the Northerly boundary line of said Lot 5 the following five courses: (1) thence North 40°00'00" East 190.31 feet; (2)thence South 50°00'00" East 181.00 feet; (3) thence North 40°00'00" East 19.50 feet; (4) thence South 50°00'00" East 45.50 feet; (5) thence North 40°00'00" East 40.00 feet; thence South 50°00'00" East 45.74 feet; thence South 39°37'10" West 249.78 feet; thence North 50°00'34" West 273.89 feet to the point of beginning.